

ARTICLE 34

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APPENDIX

1. PROPOSED SETTLEMENT OF APRIL 3

San Francisco, April 3, 1934

1st. *Selection of Representation.* To expedite matters the Waterfront Employers' Union of San Francisco propose that they accept the International Longshoremen's Association as the representative of the majority of the longshoremen of the San Francisco Bay district. As such they will meet with the representatives of the International Longshoremen's Association for the purpose of collective bargaining. The Waterfront Employers' Union, if permitted or required by law, will recognize also the known spokesman of any other bona fide group or groups of longshoremen employed in the San Francisco Bay district. The employers commit themselves to extend to all longshoremen employed within their jurisdiction such wages and working conditions as are agreed upon between themselves and the representatives of the International Longshoremen's Association. They also commit themselves not to extend to any minor group or groups wages or working conditions more favorable than those agreed upon with the representatives of the International Longshoremen's Association.

2nd. *Collective Bargaining and Settlement of Disputes.* The Waterfront Employers' Union propose that inasmuch as the Shipping Code is, according to latest advices, shortly to be executed and as its provisions will thereafter be binding, provisions for mediation and arbitration in case of dispute can be set up in accordance with the provisions of the Code. This proposal refers to Sections 10 and 11 and the employers suggest that pending the setup of the Code machinery, the Regional Director of the Labor Board act in lieu of the Administrator and that the Pacific American Steamship Association act in lieu of the Code authority in the nomination of representatives for employee and employer.

3rd. *Dispatching Hall.* The Waterfront Employers' Union concur in the suggestion that a Dispatching Hall must be established in order to cure many of the difficulties and complaints which have arisen from the dispatching system heretofore in effect in this port, and to effectuate a more equitable distribution of the work among the men employed in the industry. Employers realize that this neither can be a hall operated solely by themselves nor can it be a hall operated solely by a labor organization. Some measure of joint representation or joint management can be worked out and the employers are confident that the employees and themselves can develop a fair and satisfactory solution.

4th. The employers again state their view that because of local differences each port's problems must be handled separately.

2. FULL-PAGE ADVERTISEMENT IN ALL PAPERS

*San Francisco, Calif.
March 16, 1934*

To the Longshoremen of the San Francisco Bay District:

A strike again threatens on the San Francisco waterfront. We believe the facts are not clearly understood by the men. They are as follows:

On March 5th a committee of the Employers met with a committee of the International Longshoremen's Association. This meeting was voluntarily agreed to by the Employers prior to the adoption of a Code for the industry. The meeting, therefore, was a recognition of the fact that the ILA has been selected by some of the employees (neither side knows how many), as their representative for collective bargaining.

The Committee of the ILA demanded that the Employers of the port of San Francisco speak for the entire Pacific Coast. The Employers of this port have no authority to speak for other ports, or to commit people whom they do not represent. A number of lines call at other Pacific Coast ports which do not call at San Francisco. This was explained fully to the representatives of the ILA. The employers stand ready today, as they did on March 5, to discuss matters affecting their employees at this port.

The second demand was that the Employers sign a closed shop or exclusive employment agreement. This would mean that the Employers would bind themselves to employ only such longshoremen as are members of the ILA. The Employers advised the representatives of the ILA that they had been advised by competent legal authority that such an agreement would be clearly unlawful. The law reserves to employees "the right to organize and bargain collectively through representatives of their own choosing," and that they "shall be free from interference, restraint or coercion of employers of labor, or their agents, in the designation of such representatives." A closed shop contract, requiring all employees and all those later seeking employment, to belong to a particular union certainly would not comply with these provisions.

General Johnson, National Recovery Administrator, in his Labor Day address last year said:

"If an employer should make a contract with a particular organization to employ only members of that organization—that would in effect be a contract to interfere with his workers' freedom of choice of their representatives, or with their rights to bargain individually, and would amount to employer coercion on these matters, which is contrary to law."

These two matters, and only these two matters, were discussed at the meeting of March 5. San Francisco Bay Longshoremen are receiving wages equal to the highest paid in any port of the United States. The Employers have not refused "recognition" nor have they refused "collective bargaining."

The Employers regret that out of such a situation a strike impends which may throw out of employment men who have worked under satisfactory and harmonious conditions for the last fourteen years.

WATERFRONT EMPLOYERS' UNION

3. FULL-PAGE ADVERTISEMENT IN ALL PAPERS

*Waterfront Employers' Union
Secretary's Office,
215 Market Street, Room 832
San Francisco.*

To the Longshoremen of the San Francisco Bay District:

The officials of the International Longshoremen's Association state that a majority of the men in this port have voted to go on strike March 23.

The ballot on which this affirmative vote was cast submitted only one question of willingness to strike to gain recognition. Did your officials, before the ballot was issued and voting was opened, explain to you the true facts of the situation? That the employers, at their meeting with your officials on March 5, had granted recognition and had stated their willingness to meet with your representatives for the purpose of collective bargaining?

Did your officials explain to you what the actual demands were that they had submitted to your employers? That the first demand was that the employers of this port undertake to speak for all other Pacific Coast ports and to commit all employers at all other Pacific Coast ports? That the employers had explained that they could not speak for or commit people whom they did not represent, but that they were ready and willing at all times to speak for and on behalf of the employers of this port?

Did your officials explain to you that the real issue and their basic demand was that the employers agree to enter into a closed shop agreement with the International Longshoremen's Association, by which agreement the employers would be bound to employ only such longshoremen as are members of the International Longshoremen's Association, refusing employment to all men who are not members? Did your officials tell you that your employers were unable to enter into such a contract, because such a contract would be directly contrary to law?

Have your officials clearly explained to you exactly what Section 7(a) of the Recovery Act means? Have they told you that it reserves and guarantees to each employee the right to organize and bargain collectively through representatives of his own choosing? Have they told you that every official interpretation and ruling on this section definitely confirms the clear and unmistakable language used in the law, that *each* employee, each *individual* employee, has the free choice of his representative? He may choose anyone or he may represent himself. Have they told you that the same section forbids employers of labor to interfere or to coerce their employees in the free selection of their representatives? Have they told you that General Johnson, National Recovery Administrator, has ruled that closed shop contracts are equivalent to employer coercion and are contrary to law? Did your officials tell you that they did not once mention wages or working conditions at the March 5 meeting?

The strike impends on such issues. It will throw out of work thousands of men. Are the issues clear-cut enough, to your minds, to warrant the action that is threatened? It is a good thing to have some right on your side when anything so serious as a strike and all its consequences is involved. It is decidedly a bad thing to strike when you have nothing but wrong on your side.

One more question, which you can answer honestly to yourselves. From the last longshore strike in 1919 until the summer of 1933, the time when your present union commenced organizing, did you have any real complaint against your employers? Were not your wages the highest paid to any longshoremen in any port of the United States, were not your working conditions as favorable, were there any *actual* abuses? Who secured these wages and working conditions for you?

Remember that if you strike, it is your own act. It is your own job and your own livelihood that you give up. The ships will be kept working.

WATERFRONT EMPLOYERS' UNION OF SAN FRANCISCO

4. PROPOSED SETTLEMENT OF MAY 28

The representatives of the Waterfront Employers of Seattle, Portland, San Francisco and Los Angeles state their respective positions as follows:

The employers at each port will accept the International Longshoremen's Association as the representative of the longshoremen employed at such port for the purpose of collective bargaining.

Committees of employers and of the International Longshoremen's Association at each of the above ports will bargain collectively. They will also formulate rules and regulations for the registration and hiring of longshoremen through hiring halls to be established at each port.

The procedure for the operation of such halls shall provide that there shall be no discrimination against any man because of membership or non-membership in a labor union.

The functions of the halls shall be confined to registration and hiring of men. The employers shall be free to select their men within those eligible and under the policies jointly determined; likewise the men shall be free to select their job; and within those principles the employers will cooperate in spreading the work.

The employers shall pay the rent of the halls and incidental expenses.

The employers shall be responsible for the registration and dispatching records and shall pay the salaries of their employees.

The International Longshoremen's Association shall maintain representatives in each hall, to see that there is no discrimination, either in registration or the hiring of any member of that Association and the International Longshoremen's Association shall pay directly the salaries of their representatives. The registration and dispatching records shall be open to the representatives of the International Longshoremen's Association at all times.

Employers agree to submit to arbitration on the facts of all existing disputes on hours and basic wages.

5. LETTER FROM INDUSTRIAL ASSOCIATION
ASSUMING AUTHORITY IN HANDLING OF STRIKE

San Francisco, California
June 13, 1934

J. W. Mailliard, Jr., President
San Francisco Chamber of Commerce
Merchant's Exchange Building
San Francisco, California

My dear Mr. Mailliard:

On behalf of the Industrial Association of San Francisco acknowledgment is made of your letter of June 12. The contents were presented to the Board of Directors and I was instructed to reply as follows:

1. The Industrial Association accepts the responsibility which you ask it to assume of determining a method of ending the intolerable conditions which are now existing in San Francisco as a result of the waterfront strike. We have been alive to the situation which has confronted this port for more than a month and have stood ready at all times to place the Industrial Association at the service of all parties involved in the controversy in the interest of the people of San Francisco as a whole.

2. We have deferred any action because of the request of the President's personal representative, Assistant Secretary of Labor Edward F. McGrady, that no steps be taken which could in any way interfere with or obstruct the course of direct negotiations which the government's representatives were attempting to guide towards a fair settlement. We agree with you, however, that the time has now come when San Francisco must protect itself from what you describe as an intolerable situation, the Federal mediators have admitted the complete failure of their efforts.

3. In this connection we think it proper to remind you of the prolonged negotiations, all culminating in failure which have marked the last three months. The history of this controversy is as follows:

4. Representatives of the employers and the International Longshoremen's Association first met with the then chairman of the Regional Labor Board on March 5, 1934. At this time, although no demands had been made on any other port by the ILA, that organization insisted on San Francisco entering into an agreement which would cover the entire coast and which, among other things, called for an exclusive closed shop contract with that union. These demands were refused on the grounds as stated by the Waterfront Employers' Union that the representatives of the local steamship operators lacked authority to bind the entire coast, and that the closed shop demand was illegal under the terms of Section 7(a) of the National Industrial Recovery Act.

5. Despite further efforts to mediate and many meetings a strike vote was taken of all Pacific Coast locals of the ILA effective March 23. A majority of all members voting favored a strike.

6. On March 22 President Roosevelt wired W. J. Lewis, District President of the ILA, urging that the strike be postponed until a fact-finding committee could bring in a report on the matters in controversy. The ILA yielded to the President's request and the strike order was canceled. The Fact-Finding Committee consisted of the chairmen of the Pacific Coast Regional Labor Boards—J. L. Leonard of Los Angeles; Charles A. Reynolds of Seattle; and Henry F. Grady of San Francisco.

7. Commencing in San Francisco on March 28, 1934, hearings continued before the board for four days. On April 1 the recommendations of the board were presented to both sides, and on April 3 the employers presented counter proposals which the President's Board, after a thorough study recommended to the union negotiators for their acceptance. On the same day the proposals of the employers were accepted by the men.

8. A plan for a central registration and hiring hall under joint control of employers and union representatives for the purpose of limiting the men eligible to work in this port to those who had claim of seniority on the industry was proposed by the employers and accepted by the men. It was never made effective because the men could not agree on a date, after which only workers who had been employed prior to that date would have the right to register for employment. It is only within the last few months that men not experienced in longshore work in San Francisco have flocked into the city.

9. Under the provisions of the agreement of April 3, representatives of the men and of the Waterfront Employers' Union again entered into direct negotiations. These meetings were held on April 4, 5, and 6. No progress was made because of the insistence of the union's representatives that the agreement must be binding on all ports. On April 7 Chairman Grady advised the men that such a demand was in violation of the terms of the agreement of April 3.

10. On April 14 a new committee was elected by the San Francisco local and negotiations between the Waterfront Employers' Union representatives and this new committee commenced on April 16, continuing thereafter for several days.

11. At the first of these meetings employers' representatives made definite proposals for a maximum work week, a maximum work period and a minimum rest period. These were accepted by the union representatives on April 20 and became effective on the same day. Progress was made on the revision of the working rules but the conferences became deadlocked on the wage issue.

12. At the suggestion of W. J. Lewis, District President of the ILA, covering all Pacific Coast ports, the wage issue was referred to local mediation in accordance with the agreement of April 3, to settle issues which could not be settled by collective bargaining. Again the union representatives insisted that the San Francisco employers sign an agreement on wages binding on all Coast ports and companies with which they had no affiliation. The employers restated their position on negotiating for San Francisco alone and on this basis mediation was resumed. Meetings were held from April 21 through to May 5 by the executive committees of the longshoremen and employers with marked progress being made in revising the working rules and hiring conditions for this port.

13. The local mediation board, considering the matter of wages and hours, continued meeting twice daily but no agreement could be reached. Employers then advocated resort to national mediation in accordance with the terms of the agreement of April 3 but the representatives of the men refused to consider this proposal. On May 8 the newspapers announced a strike vote by the ILA and the strike became effective in all Pacific Coast ports on the following day.

14. The next important development was the arrival in San Francisco of Edward F. McGrady, Assistant Secretary of Labor and Assistant for Labor to Recovery Administrator Hugh S. Johnson. After twenty-seven meetings with both parties in less than half as many days McGrady returned to Washington to report that he had been unable to effect a settlement. During these negotiations Joseph P. Ryan, General President of the ILA, reached San Francisco, and on May 28 an agreement was reached between the representatives of the employers, the local ILA officials and Ryan that was satisfactory to all parties. On submission of this agreement for ratification by the unions in the various coast ports it was not voted on in most of them and was turned down by a decisive majority in San Francisco.

15. The various settlements which have been proposed have not only been accepted by the representatives of the men and then repudiated because of the capricious and arbitrary attitude of the local leaders but were urged for acceptance by the Pacific Coast representatives of the federal government in charge of labor matters under NRA; by the Assistant Secretary of Labor, and, finally, by the General President of the ILA. Nevertheless, the strike still continued.

16. Picket lines were thrown across the waterfront and by threats of intimidation and violence all trucking to and from the docks was stopped. Further threats of intimidation caused the teamsters on June 7, to decline to handle any freight which had come from the waterfront. To date there have been fifty-one arrests in connection with assaults and eighty-eight miscellaneous arrests resulting directly from the strike. Only efficient police cooperation has prevented further violence.

17. We have gone into this history at some length in order that the public of San Francisco may be informed of the more than tolerant attitude of the business community and of this Association, in the face of great monetary losses to thousands of our citizens, of rapidly increasing drains on the city's relief resources. The record shows a laudable, patient effort to reach a fair solution on the part of both the employers and the conservative union leaders.

18. You yourself have succinctly stated the intolerable conditions obtaining, and the frightful losses being sustained by the business community. Certain aspects of this strike which were not touched on in your letter, but which we consider to be of paramount importance must be outlined. This is no local industrial dispute. Already its effects have worked back into the great valleys of the State where the year's crops are being prepared for harvest and shipment. The possibility of moving these fruits of the land to market is seriously threatened. Nor is this all. Our difficulty here is beginning to assume national and even international proportions. Rumbblings have been heard of refusals to handle our cargoes not only on our eastern seaboard but in foreign ports as well. Ships now departing from Pacific Coast points are threatened with complete tie-ups when they touch foreign shores.

19. The strike has had most serious aspects outside of the parties directly involved. Sailors, cooks, stewards, and other maritime workers are on strike in sympathy. You point out that workers who have no quarrel with their employers have been forced into unemployment. Should the tie-up continue thousands of other workers both here and throughout the State will be added to the ranks of the unemployed with a consequent threat to the already overburdened relief programs.

20. In assuming the responsibility for solving this situation the Industrial Association still hopes that an immediate and amicable settlement can be reached. In any event, however, the Association intends to take whatever lawful steps are necessary to protect the economic interests of this community and to restore to the people of San Francisco that security to which they are entitled.

Very truly yours,

JOHN J. FORBES,
President.

6. THE RYAN-PLANT AGREEMENT OF JUNE 16

*San Francisco, California
June 16, 1934*

This agreement is entered into by the Waterfront Employers of Seattle, Portland, San Francisco, and Los Angeles, each acting for itself, and the International Longshoremen's Association and its affiliated locals through its International President, and the Pacific Coast District through its officers.

GENERAL PRINCIPLES

The purpose of this agreement is to promote permanent industrial relations between employer and employee on a basis mutually satisfactory to both parties. As a condition precedent to the accomplishment of such a purpose it is recognized that responsible leadership and responsible membership must exist in both groups.

The Waterfront Employers recognize the International Longshoremen's Association as the representative of the longshoremen for the purpose of collective bargaining.

The principle of collective bargaining shall be joint and equal control of employment policies and of the management of hiring and dispatching halls.

It is mutually agreed that there shall be no discrimination against any man because of membership or non-membership in a labor union.

It is mutually agreed that the employers shall be free to select their men within those eligible and under the policies jointly determined; likewise the men shall be free to select their job.

METHODS OF PROCEDURE

A Labor Relations Committee, consisting of three members from the employers and three members from the Longshoremen, shall be selected at each port. The duties of these Committees shall be:

(a) To determine wages and working rules.

(b) To establish halls for the registration, hiring and dispatching of longshoremen; to determine rules and regulations for the operation of these halls, which rules must conform to the policies laid down in this agreement; to supervise the operation of these halls.

(c) To act as a Court of Appeal in case of dispute between employer and employee; to investigate and adjust any complaint of violation of the rules established for the operation of the hiring halls. In the event members of the Committee cannot agree they shall select a disinterested impartial chairman whose vote shall determine the issue.

HIRING HALLS

All longshoremen regularly employed prior to December 31, 1933, as determined by the employers' payroll, are to be registered.

Additional men are to be registered only as the need of the port may require, as determined by the Labor Relations Committee.

The qualifications for registration are to be determined by the Labor Relations Committee; applications for registration shall however be considered in order of date of application.

There shall be no discrimination in the registration of any man or in any other respect because of union or non-union affiliation.

As a means of effectuating an equitable distribution of the work, the Labor Relations Committee shall determine the maximum number of hours any man shall be permitted to work in any given period of time.

The rent and expenses of the hiring halls and the salaries of the staff shall be borne equally by the Waterfront Employers and the International Longshoremen's Association.

Each longshoreman registered at the hall who is not a member of the International Longshoremen's Association shall pay monthly to the Committee toward the support of the hall a sum equal to the pro rata share of the expense borne by each member of the International Longshoremen's Association.

The employers agree that they will not in any way endeavor to undermine the International Longshoremen's Association or induce its members to give up their membership.

The International Longshoremen's Association may discipline any of its members for violation of its rules.

The Committee may, for any cause sufficient to it, strike any man from the registration list, but he may not be otherwise dropped.

PRESENT WAGE DISPUTE

The existing dispute on hours and basic wages shall be submitted to arbitration on the facts.

There shall be no stoppage of work pending the adjustment of any dispute which may develop under this agreement, or for any other cause.

The men shall return to work on Monday, June 18, 1934. Any wage adjustment shall be retroactive to that date.

This agreement shall be binding until September 30, 1934, and shall be considered as renewed from year to year thereafter, unless either party hereto shall give written notice to the other, of their desire to have same modified, and such notice must be given at least thirty (30) days prior to the expiration of this contract. If such notice is not so given, then this agreement is to stand as renewed for the following year.

Waterfront Employers' Union of Seattle

By (s) T. G. Plant

Waterfront Employers' Union of San Francisco

By (s) T. G. Plant

Waterfront Employers' Union of Portland

By (s) T. G. Plant

Waterfront Employers' Union of Los Angeles

By (s) T. G. Plant

International Longshoremen's Association

By (s) Joseph P. Ryan

Pacific Coast District ILA

(s) J. E. Finnegan

We guarantee the observance of this agreement by the International Longshoremen's Association membership.

(s) Michael Casey,
President of Teamsters' Union of San Francisco

(s) John P. McLaughlin,
Secretary of Teamsters' Union of San Francisco

(s) Dave Beck,
President of Teamsters' Union of Seattle

(s) Charles A. Reynolds,

(s) J. L. Leonard,
President's Mediation Board

(s) Angelo J. Rossi,
Mayor of San Francisco

We guarantee the observance of this agreement by the Waterfront Employers' Union.

(s) Jno. F. Forbes,
Industrial Association of San Francisco

7. LETTER FROM THOMAS G. PLANT TO
INDUSTRIAL ASSOCIATION

*San Francisco, California
June 18, 1934*

Industrial Association of San Francisco
Alexander Building
San Francisco, California

Gentlemen:

On Saturday, June 16, 1934, a contract was executed in Mayor Rossi's office between the Waterfront Employer's Union and the International Longshoremen's Association, by its International President Joseph P. Ryan, providing for the settlement of the Longshoremen's Strike and the return to work of the longshoremen this morning, June 18.

The performance of this contract on the part of the membership of the Longshoremen's Union was guaranteed in writing at that time by the following:

Angelo J. Rossi, Mayor of San Francisco
Michael Casey, President, Teamster's Union of San Francisco
J. P. McLaughlin, Secretary, Teamsters' Union of San Francisco
Dave Beck, President, Teamsters' Union of Seattle
Charles A. Reynolds and J. L. Leonard, President's Mediation Board

The observance of the contract on the part of the Waterfront Employers' Union was guaranteed by your Association.

This agreement was in no way contingent upon ratification by the union membership. In the presence of Mayor Rossi on Thursday, June 14, 1934, Mr. Ryan, International President of the Longshoremen's Union, gave his unqualified assurance that he could make an agreement on behalf of its membership that would be effective. At the same time Mr. Michael Casey and Mr. J. P. McLaughlin, President and Secretary of the Teamsters' Union of San Francisco, and Dave Beck, President of the Seattle Teamsters' Union, stated that they would guarantee that any agreement made by Mr. Ryan would be carried out.

It was upon the faith of these assurances that Mr. Plant obtained authority from the Waterfront Employers of Seattle, Portland, San Francisco and Los Angeles to negotiate an agreement with Mr. Ryan. The agreement so negotiated is the agreement which was executed in Mayor Rossi's office on Saturday by Mr. Ryan and guaranteed by the gentlemen above mentioned.

We have now been informed that the members of the International Longshoremen's Association have refused to abide by the agreement signed by their International President but plan to continue the strike until the demands of other unions have been satisfied and to cause a general strike if possible.

The Waterfront Employers' Union has no power or jurisdiction to discuss or negotiate demands of sailors and other marine workers, its sole authority being to handle problems of longshore labor. This has been known at all times to Mr. Ryan and as long back as May 27 Mr. McGrady, Assistant Secretary of Labor, and the Federal Mediators agreed and understood that the longshoremen's strike must be settled without reference to the demands of sailors and other marine workers.

At all times in the course of the negotiations and the execution of the agreement above mentioned, it has been understood by all parties that it was in no way contingent upon the settlement of strike demands of the sailors.

The shipowners have relied in good faith upon the integrity of the agreement executed by Mr. Ryan and guaranteed as above stated, and have already executed the necessary instructions to carry it into effect.

This immediate repudiation of an agreement made in good faith is convincing evidence that the control of the Longshoremen's Association is dominated by the radical element and Communists whose purpose is not to promote industrial peace, rather their avowed purpose is to provoke class hatred and bloodshed and to undermine the government. Further

evidence of this is afforded by the fact that a majority of the committee of five selected at the longshoremen's meeting on Sunday have been active in the affairs of the Communist organizations.

It is within the power of the guarantors of the agreement to bring this strike to an end without delay and if it is made clear that longshoremen cannot expect aid or sympathy in their repudiation of the agreement the responsible longshoremen will return to work at once.

You are a party to the agreement and we request that you immediately call upon the other parties to that agreement and its guarantors to make good upon their guaranty.

Very truly yours,

Waterfront Employers' Union of San Francisco

By T. G. PLANT, *President*

8. INDUSTRIAL ASSOCIATION TELEGRAM TO
PRESIDENT ROOSEVELT

San Francisco, June 18, 1934

Honorable Franklin D. Roosevelt,
President,
White House,
Washington, D. C.

My Dear Mr. President:

Further with reference to our telegram to you of June fifteenth reporting serious waterfront labor situation in Pacific Coast ports we again beg your immediate intervention to prevent serious conflict in San Francisco and other Pacific Coast ports as result of repudiation by membership of International Longshoremen's Association of agreement signed last Saturday settling longshoremen's strike. The agreement was signed by Joseph P. Ryan, International President of the ILA and Thomas G. Plant, President of Waterfront Employers' Union of San Francisco, representing also the waterfront employers of Seattle, Portland and Los Angeles. This agreement also bore the signature of Charles A. Reynolds, Chairman of Regional Labor Board of Seattle, and J. L. Leonard, Chairman, Regional Labor Board of Los Angeles, both signing as guarantors of performance on part of membership of longshoremen's union. It also carried the signature of Angelo J. Rossi, Mayor of San Francisco; Michael Casey, President, Teamsters' Union, San Francisco; Dave Beck, President, Teamsters' Union, Seattle, all as guarantors of the observance of the agreement by the membership of ILA and the writer as President of Industrial Association as guarantor of performance by the Waterfront Employers' Union. At rump meeting, held Sunday, members of Longshoremen's Union, San Francisco, by standing vote, repudiated President Ryan's signature and voted to continue strike. We understand there is evidence in hands of Department that Communists have captured control of Longshoremen's Unions with no intention of strike settlement. We have reached crisis threatening destruction of property and serious loss of life in various ports on Pacific Coast unless you act to compel performance on the part of Longshoremen's Unions of the agreement signed by their International President. The entire business community which has been patient for more than forty days during the progress of this dispute is now insistent that this port and others on the Pacific Coast be immediately opened.

Industrial Association of San Francisco
John F. Forbes, *President*

9. LETTER FROM PLANT TO BRIDGES

WATERFRONT EMPLOYERS' UNION

President's Office
215 Market Street—Room 832
San Francisco

Mr. H. Bridges,
Chairman, Joint Marine Strike Committee,
Room "B"—Ferry Building,
San Francisco, California

June 19, 1934

Dear Sir:

This acknowledges receipt of and replies to your letter of June 19 in which you advise that a Joint Committee has been formed to handle negotiation for the various unions now on strike in the San Francisco Bay area, and that the Committee is now ready to enter into negotiations with our Association.

While your letter does not state the names of the various unions which your Committee represents, we understand that the International Longshoremen's Association, various unions of seafaring men, and also unions of men employed ashore such as machinists, coopers and caulkers, are included.

The Waterfront Employers' Union has no authority or jurisdiction with respect to any matters save those pertaining to longshore labor in the port of San Francisco.

It must be obvious to anyone that it has no authority or jurisdiction with respect to such trades as machinists, coopers and caulkers.

The question might arise in some minds as to whether it has authority or jurisdiction with respect to the unions of seafaring men.

The membership of the Waterfront Employers' Union is comprised of certain steamship lines serving the port of San Francisco, of foreign ownership as well as of American ownership. Contracting stevedores, or concerns whose business is limited to the loading and unloading of vessels, are also members.

The question of adjustment of demands of the unions of seafaring men affect all vessels flying the American flag, vessels trading on the Atlantic as well as on the Pacific; in fact, wherever American vessels may trade.

We think it should be apparent to anyone that a small group of vessel operators, whose offices are located in San Francisco, agents of foreign steamship companies whose vessels trade here, and of contracting stevedores who have nothing whatever to do with the management of vessels, cannot possibly have any authority or jurisdiction with respect to a matter which is so far-reaching in its scope.

Means are available in the machinery of the Federal Government for the handling of such disputes as have arisen with respect to the unions of seafaring men. On May 26 a Committee of the Pacific Coast Council of the International Longshoremen's Association presented a demand that all demands of the striking seafaring unions be met in full before the longshoremen would return to work, regardless of what settlement might be reached in the longshoremen's dispute. This question was discussed during all of May 26 and May 27 before the Assistant Secretary of Labor, Mr. Edward F. McGrady and Messrs. Reynolds, Grady and Leonard, the Regional Labor Directors for Seattle, San Francisco, and Los Angeles, respectively. Late in the afternoon of May 27 a Committee of the Pacific Coast Council of the International Longshoremen's Association was convinced that the Waterfront Employers' Union had no jurisdiction and the demand was withdrawn. The Regional Labor Directors above referred to assured the Committee of the International Longshoremen's Association that the demands of the striking unions of seafaring men would be handled through the regular channels provided by the Federal Government. The Government channels are still available and to our knowledge there are no other means through which these disputes can be handled.

We believe that our sincere desire to settle the longshoremen's strike on fair terms has been demonstrated by our execution of the agreement on June 16 with the International Longshoremen's Association, acting by its International President, Mr. Ryan. We are prepared to carry out that agreement and we cannot believe that the longshoremen of this port will permit themselves to be led into the impossible situation of demanding as a condition to the settlement of this strike that the demands of seafaring

unions with which the Waterfront Employers' Union have no power or jurisdiction, be first met. Insistence upon such a demand can only mean that those leaders who persist in it have no desire to settle the strike. We cannot believe that this can be the case.

Very truly yours,
(signed) T. G. PLANT, *President*

10. TELEGRAM SENT BY THOMAS G. PLANT TO LABOR
SECRETARY FRANCES PERKINS ON JUNE 21, 1934

On Saturday the Waterfront Employers' Union of San Francisco acting for itself and also by delegated authority acting for the waterfront employers of Seattle, Portland and Los Angeles, entered into an agreement with the International Longshoremen's Association through its International President, J. P. Ryan.

As proof of its complete fairness, the observance of the agreement by the longshoremen was guaranteed by Mayor Rossi of San Francisco, by Reynolds of Seattle and Leonard of Los Angeles, members of the President's Mediation Board, acting under authority from Washington, to sign the agreement, by Michael Casey, President and John C. McLaughlin, President of the Teamsters' Union of Seattle. The observance by the employers was guaranteed by the Industrial Association of San Francisco.

The agreement provided for the recognition of the International Longshoremen's Association for the purpose of collective bargaining, for non-discrimination in registration and hiring because of union or non-union affiliation, the joint and equal control and management of registration and hiring halls and equal sharing of expenses of such hiring halls, for submission to arbitration on the facts of existing disputes on hours and basic wages.

The agreement provided for the return to work on Monday, June 18, of all striking longshoremen.

On Sunday the agreement was repudiated at a mass meeting of longshoremen, dominated by communists on the grounds that it did not provide for settlement of demands of various other unions technically on strike. An ultimatum was issued that all demands of all striking unions must be met in full force before the longshoremen or any others would return to work. The unions on strike include many not even connected with shipping with respect to which it is obvious that the Waterfront Employers had no jurisdiction. Even with respect to demands of seafaring unions our association has no jurisdiction, as our membership is made up of contracting stevedores whose sole business is loading and unloading of vessels and of steamship companies serving this port, many of which are companies of foreign ownership. It is apparent that the demands of seafaring unions can only be taken up with individual companies.

All of these facts are well known to the officers of the International Longshoremen's Association, and on May 27, in the presence of the Assistant Secretary of Labor, E. F. McGrady and federal mediators, Grady, Leonard and Reynolds, the Pacific Coast Executive Committee of the ILA withdrew this demand. The renewal of the demand after the execution of the agreement on Saturday has convinced everyone that it has been renewed by radical leaders who are at present in control of the union for the sole purpose of preventing settlement of the strike and to cause its spread, if possible.

We believe that the responsible labor leadership here and the responsible membership in labor unions are entirely convinced of the fairness of the contract entered into and the press of San Francisco today all carry leading editorials requesting the men to return to work under its terms. The agreement provides that the ILA is recognized for the purpose of collective bargaining and that a joint committee composed of three of its representatives and three representatives of the employers shall meet to carry out the agreement and supervise the hiring halls and the method of registration. The agreement further provides that if these six cannot agree then a seventh is to be selected to decide the question.

We welcome your participation in the solution of these difficulties and in view of the institution of the agreement on Saturday we suggest that you join in the request that the men return to work at once and offer your good offices in connection with the carrying out of the agreement and settlement of differences which arise under it which the representatives of the ILA and of the employers cannot agree upon. In the event that the committee provided in the agreement cannot determine the question we will welcome your helpful suggestion as to the settlement of any such difference.

The most important thing at first is that commerce be started and that the men return to work, and we again repeat our earnest request to you that you ask the men to do this at once under the terms of the existing agreement, assuring them you will see that the agreement is carried out in full fairness by the employers and we will welcome your cooperation to this end.

By separate telegram we are giving you full text of the agreement executed by the Waterfront Employers' Union and by the International Longshoremen's Association through its International President.

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 Longshoremen'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-

12. "JOB ACTION" RESOLUTION ADOPTED BY THE
MARITIME FEDERATION OF THE PACIFIC TO AVOID
CONFUSION RESULTING FROM ILL-TIMED JOB STRIKES

Whereas, we believe and have demonstrated on numerous occasions that job action rightly used, with proper control, has been the means of gaining many concessions for the Maritime workers on the Pacific Coast; and

Whereas, inasmuch job action is and should be action taken when any group of Maritime workers desire to gain a concession without openly resorting to a strike; and

Whereas, in order to eliminate confusion and insure coordination of efforts in the best interests of all Maritime groups concerned, it is apparent that an organized method of procedure for job action be laid down by this convention, therefore, be it

Resolved, that the term "job action" shall mean only action taken by any Maritime group in attempting to gain from their employers some concessions not specifically provided for in their respective agreements or awards, and shall also mean action taken to enforce the award or agreement to the best interests of the Maritime groups concerned, or to prevent employers from violating agreements or awards, and be it further

Resolved, the job action should be confined to a job such as a ship, dock, shop or warehouse, unless otherwise agreed by the Maritime groups affected, and any Maritime group affected or liable to be affected should be notified and the issue in question be placed before them, and be it further

Resolved, that a committee of all Maritime groups affected on the job be formed on the job to consolidate action and prevent misunderstandings; such committee's authority not to exceed the constitution of the Maritime Federation of the Pacific Coast, and be it further

Resolved, that when job action reaches a point, in the opinion of the majority of the Maritime groups affected by having their members pulled off the job, and that to go further may jeopardize the Maritime Federation as a whole, the matter shall be referred where and when possible to the District Council for further action or adjustment.