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THE PACIFIC COAST
LONGSHOREMEN'S STRIKE
of 1934

STATEMENT OF THOMAS G. PLANT

PRESIDENT OF THE

Waterfront Employers Union

OF SAN FRANCISCO

to the

National Longshoremen's Board

JULY 11, 1934

FOREWORD

The following statement of Thomas G. Plant, President of the Waterfront Employers Union of San Francisco, was made before the President's Longshoremen's Board at a public hearing held on July 11, 1934, at the Post Office at San Francisco.

The statement sets forth briefly the facts relating to the Longshoremen's strike, and of the strikes of the maritime unions which grew out of the longshoremen's strike; the course of the negotiations for the settlement of the strike; and the facts with relation to the strike of the maritime unions.

Because of the limited time available for its preparation, the statement is not complete, but it is believed that it presents a fair and fairly comprehensive account of the facts to date.

WATERFRONT EMPLOYERS UNION OF SAN FRANCISCO

San Francisco, California
July 11, 1934.

Members of the National Longshoremen's Board:

My name is Thomas G. Plant.

I am president of the Waterfront Employers Union of San Francisco. I appear here today to state briefly the facts relating to the longshoremen's strike. I have been asked also by a large number of steamship companies calling at San Francisco to speak briefly with respect to the strike of the maritime unions.

I was impressed on Monday with the truth of the statement made by our friend Andrew Furuseth that if this Board was to ascertain the facts, all who appeared before it must be placed under oath. I ask, therefore, that I be sworn in order that the statements that I make may be considered as under oath.

I extend to this Board the whole-hearted cooperation of all whom I represent. We will produce on request and without subpoena any and all records and any and all witnesses that your Board believes can furnish facts which you should have before you.

LONGSHOREMEN'S STRIKE

I will first address myself to the longshoremen's strike. I will recite the history of the controversy and I will show that from the very beginning the employers have willingly granted every legitimate demand of the men and have demonstrated by the various agreements which they have executed with the reputed representatives of the men that they are ready and willing at all times not only to recognize the unions but to accord to them every legitimate demand.

The facts that I will recite will show:

Collective bargaining between longshoremen and employers has been practiced in this port for at least twenty years.

Union recognition is and has been the policy of the employers.

Compliance with the spirit of the Recovery Act by the employers led them to raise wages and reduce hours voluntarily, though this industry is not under a Code.

The I. L. A. was recognized early this year without an election.

On April 3rd, 1934 the employers and the longshoremen entered into an agreement.

A Hiring Hall was provided for in that agreement; proposed by the employers and accepted by the men. It was ready to be set up when the strike intervened.

A settlement was reached on May 28th before Asst. Secretary McGrady, International President Ryan, and the Pacific Coast Executive Committee of the I. L. A.

This was rejected by mass vote.

On June 16th an agreement was signed by union leaders and guaranteed by responsible public and labor officials. This agreement has been repudiated by the men, again by mass voting.

There has been no secret balloting permitted at any time except at Los Angeles where the June 16th agreement was approved by the majority of the men.

FACTS:

The Waterfront Employers Union is a voluntary association of employers of longshore labor in the Port of San Francisco. Its membership is made up of steamship companies which serve this port, both of foreign and of American ownership, and of contracting stevedores or companies whose sole business is the loading and unloading of vessels for hire. It was formed in 1914 for the specific purpose of dealing with the question of longshore labor, and has no power to deal with and has never dealt with any other question.

Longshoremen are the laborers who are employed to do the work of loading and unloading of vessels.

The occupation is casual and fluctuates widely, depending upon the volume of cargo moving. Men therefore are hired as jobs are available. The operation of some companies is reasonably steady, making it possible to furnish almost steady employment for the same men, but in the case of most companies the operation is not steady, such as for example a company with one sailing every two weeks or a sailing once a month, making

regular and steady employment impossible. The men as a result seek their jobs from dock to dock; the same man will find employment during one week from several different employers.

Generally speaking, the men organize or are organized into gang units of equal strength, and they are so employed. They vary in ability and interest, a condition to be expected. The gangs of the best men have been employed in the past by the companies with steady operations, or they have been given the preference in employment by companies which did not have steady operations. The poorer gangs have been given what work was left over. The result of this condition has been a considerable disparity in earnings.

CONDITIONS AT SAN FRANCISCO BEFORE THE STRIKE

In 1933 the average number of longshoremen employed in San Francisco was approximately 1300, and the largest number employed on any one day was approximately 2500. Of the 1300, approximately 900 had practically steady employment with companies whose operations were fairly regular. In contrast to the above, we understand that the present membership of the International Longshoremen's Union at San Francisco exceeds 4000, many of whom have but recently come upon the San Francisco waterfront.

For about fourteen years prior to July, 1933 the wages and working conditions for longshoremen of this port were determined by the Waterfront Employers Union and an independent union (that is, a union not affiliated with the American Federation of Labor) of longshoremen called the Longshoremen's Association of San Francisco, under the provisions of several agreements which were entered into between these two parties. These agreements gave preference in employment to members of the Longshoremen's Association. As the supply of members of that Association was at all times sufficient for the work requirements of the port, the result was that none but members of

the Longshoremen's Association were employed by members of the Waterfront Employers Union.

The condition of employment, or means of hiring, was also determined by the Waterfront Employers Union and the Association of longshoremen above referred to. The steady gangs reported direct to their jobs; other gangs were given their work orders the night before, often by telephone through their foremen; the remaining longshoremen reported to the waterfront, and there employers with last minute requirements unfilled could find them and employ them.

During the period of time referred to, disputes as to infractions of working rules, or abuses, were referred to a committee of employers and employees for adjustment.

The Longshoremen's Association endeavored to hold its membership at a figure sufficient for the ordinary work requirements of the port, with the purpose of assuring a reasonably satisfactory earning for each member. Earnings dropped unavoidably during the depression following the year 1929; furthermore, there were no means provided in the old system of hiring to prevent the disparity in earnings referred to above.

On the whole, during this period of fourteen years, a satisfactory employment condition for longshoremen existed. During that period there were no disagreements and no strikes. On the contrary, there was a high degree of efficiency, and the men, generally speaking, were satisfied.

THE NATIONAL RECOVERY ACT

In June of 1933 the National Industrial Recovery Act became law. Its two-fold purpose was to stabilize competition among industries, and to spread work and to increase and to spread earnings more widely among labor. None of the provisions of the Act become applicable to an industry until a Code, as provided in the Act, has been adopted or imposed for that particular industry. While work on a Code has been under way almost continuously since last August, no Code has yet been agreed

upon for the shipping industry. This is due to many causes, among them being the fact that the shipping industry is international in its character. Vessels of all nations call at American ports, all of which vessels will be subject to the provisions of the Code when it is imposed, and so far it has been impossible to secure a complete agreement among the representatives of all the nations interested.

Even though no Code has been adopted for the shipping industry, the Waterfront Employers of this port have evidenced their willingness to aid in the Recovery program and to face the increased costs of operations, even though they were denied the benefits of stabilized competition which it was hoped would accrue from the adoption of a Code.

Section 7(a) of the National Industrial Recovery Act (which has now become a part of the general law by being incorporated in the Joint Resolution of June 19, 1934) reads as follows:

"Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing; and (3) employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President."

The purpose of this Section was to provide for the selection of representatives of labor for the purpose of collective bargaining.

The Act left to the individual Code for each industry the determination of minimum wages (to increase earnings) and of maximum hours (to spread employment).

In the last draft of the Code for the Shipping Industry Article V-LABOR, Section 4, provides:

"Longshoremen, tally clerks, checkers, cargo repair men, maintenance men, and all other dock workers, except watchmen, baggage clerks, and ship caretakers, shall not be employed for more than forty-eight hours in any week averaged over a period of four weeks."

and under the same Article, Section 5 provides:

"The minimum rates of pay at each port for longshoremen, tally clerks, checkers, cargo repair men, maintenance men, watchmen, baggage clerks, and all other dock workers employed on a hourly or daily basis shall be as specified in the applicable division or subdivision codes; provided, however, that pending the adoption of the division or subdivision codes the wages actually paid on February 1, 1934, shall not be reduced."

WAGE INCREASES OF DECEMBER 10, 1933

On December 10, 1933, the Waterfront Employers of San Francisco voluntarily increased the basic wage for longshoremen from 75 cents to 85 cents per hour. Shortly prior to or shortly after the adjustment at this port, the Waterfront Employers at all other Pacific Coast ports made a similar increase. The overtime rate was fixed at \$1.25 per hour. This rate is paid for all work after 5 P.M. irrespective of when the man goes to work, so that a man who starts to work at 5 P.M. gets \$1.25 per hour from the moment he begins work.

ORGANIZATION OF PACIFIC COAST LOCALS OF I. L. A.

During the last half of 1933 and the early months of 1934, the International Longshoremen's Association (hereafter referred to as the I. L. A.), long inactive on the Pacific Coast, organized actively. The I. L. A. is affiliated with the American Federation of Labor. The Longshoremen's Association of San Francisco, referred to above and as previously mentioned, was not so affiliated. During the fall of 1933 there were one or two tests of strength by the new I. L. A., of which only one need be mentioned.

In September of 1933 some members of the new Union, refused

employment for reasons other than those they claimed, made a complaint to the Regional Labor Board that they were denied employment because they were not members of the Longshoremen's Association of San Francisco, and that the preferential employment contract then in effect between the Waterfront Employers Union and the Longshoremen's Association of San Francisco, providing for such discrimination, was in violation of Section 7 (a) of the Recovery Act and therefore illegal.

A Board of Arbitration was appointed which, after investigation, found the charges sustained, and informally ordered the employers to hire members of the International Longshoremen's Association as well as members of the Longshoremen's Association of San Francisco, without discrimination. Thereafter, members of both Unions were employed without discrimination.

A request was made in January of this year that the Waterfront Employers meet with the local officials of the I. L. A. to discuss demands. The employers met with the officials of the I. L. A. and advised them they were unable to discuss their demands because of the then existing agreement with the Longshoremen's Association of San Francisco, and also because the employers felt that there was insufficient evidence that the majority of the longshoremen of this port had joined and had selected the I. L. A. as their representative for the purpose of collective bargaining.

FIRST DEMANDS OF I. L. A.

In the meantime longshoremen were joining the I. L. A. in increasing numbers. Early in March a request was made by the I. L. A. through Mr. George Creel, then Regional Labor Director for California, for another meeting between the Waterfront Employers and the local officials of the I. L. A. Being satisfied by that time that the majority of the longshoremen of this port had selected the I. L. A. as their representative for collective bargaining, the Waterfront Employers met with these local officials of the I. L. A. on March 5th. Two demands were made by the I. L. A.:

1. That the Waterfront Employers at San Francisco con-

tract in behalf of all employers at all Pacific Coast Ports. To this the Waterfront Employers replied that they did not represent the employers at other ports and could not act for them or bind them.

2. That the Waterfront Employers hire no one but members of the I. L. A. In other words, a closed union shop. To this the Waterfront Employers replied that this would not be granted—one reason among others being that General Johnson, National Recovery Administrator, in his Labor Day speech had said:

“If an employer should make a contract with a particular organization to employ only members of that organization, especially if that organization did not have 100 percent membership among his employees, 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.”

Meetings followed before Mr. George Creel, at which the Waterfront Employers maintained the position they had taken.

THREATENED STRIKE OF MARCH 23, 1934, AND FEDERAL MEDIATION WHICH FOLLOWED

Dissatisfied with the position of the employers, the I. L. A. called for a strike vote at all Pacific Coast ports, and the strike vote carried. The strike was set for March 23rd. On March 22nd, yielding to the request of the President of the United States, the strike was postponed, pending an investigation of the issues in dispute (a coastwise agreement and a closed shop contract) before a Fact Finding Commission to be appointed by the President.

The Board, appointed at once, consisted of Charles A. Reynolds of Seattle, Henry F. Grady of San Francisco, and J. L. Leonard of Los Angeles; all three Regional Labor Directors in their respective cities.

Hearings commenced in San Francisco on March 28th and continued through to March 31st.

On April 3rd, after the hearings had been concluded, and

suggestions had been made by the Board for the settlement of the dispute, the employers submitted a proposal which, after discussion, the Board recommended for acceptance, and the same afternoon the longshoremen advised their willingness to proceed under the terms of the proposal. The acceptance of this proposal was informal, at the Board's suggestion, making it a gentlemen's agreement, to show good faith and good feeling.

A copy of this agreement is attached, marked Exhibit A. The essence of it was the recognition of the I. L. A. as the representative of the majority of the longshoremen of the San Francisco Bay District for the purpose of collective bargaining. The reservation of the right to recognize minority groups was to preserve the right of non-union men or of men not members of the I. L. A. to employment. A second important feature was the agreement to establish a Hiring Hall in order to correct complaints against the hiring system previously in effect and also to effectuate a more equitable distribution of the work among the men employed in the industry, and the agreement to share the supervision of this Hall with the longshoremen.

For the settlement of disputes the agreement adopted Sections 10 and 11 of the proposed Shipping Code. These Sections provided, first—mediation before a local board; second—mediation before a National Board; third—arbitration upon the concurrence of both parties.

Under the terms of this agreement committees of employers and employees were selected, and proceeded during the balance of April with their discussions on wages, on maximum hours, on working rules, and on the plans for the joint operation of a Hiring Hall.

Satisfactory progress was made on every subject but wages. The men demanded \$1.00 per hour; the employers felt that the 10c per hour increase to 85 cents per hour made in December 1933, was, under the circumstances, all that they could reasonably be expected to pay. The Committees deadlocked on this issue. Local mediation, the first step provided by the agreement

for the settlement of disputes, was resorted to. While this Board was meeting, and before it had concluded its hearings a communication was received from the San Francisco Local of the I. L. A., as follows:

"INTERNATIONAL LONGSHOREMEN'S ASSOCIATION"
Local 38-79

"Affiliated with American Federation of Labor, International Transport Workers' Federation and Trades and Labor Congress of Canada.

"San Francisco, Calif., April 30th, 1934.

"Mr. T. G. Plant, President
San Francisco Waterfront Employers Association
Room 829 Matson Building
San Francisco, Cal.

Dear Sir:

The following motion was unanimously concurred in by Local 38-79, International Longshoremen's Association, at a special called meeting, held Sunday April 29th, 1934.

MOTION:—Regularly moved seconded and carried, that unless something definite shall have been arrived at by the joint committee of five and five and the committee of two and two, by Monday Evening Eight P. M. May 7th, 1934; negotiations shall be discontinued.

Respectfully yours,
(Signed) IVAN F. COX
Secretary-Treasurer Pro tem
Local 38-79, I. L. A.

P. S. Copies transmitted to International President Joseph P. Ryan, Pacific Coast District President William J. Lewis and Pacific Coast District Secretary John C. Bjorklund."

On May 5, 1934, the Local Mediation Board reported that it could not reach an agreement. The employers requested that national mediation—the second step provided by the agreement—be used. The officials of the I. L. A., acting under the resolution quoted above, refused. On Monday, May 7th, in a last effort to adjust the difficulties peaceably, the employers despatched a letter to Mr. W. J. Lewis, District President of the I. L. A., as follows:

"I again respectfully urge that you concur in my suggestion of Saturday that the employers prepare, from their standpoint, a brief concise statement of the negotiations and the results thereof to date, emphasizing, again from their standpoint, what they feel your Association and its members have gained so far. This statement we would submit to you before we distribute it, so that you can be sure that it is a fair statement of the position the employers have taken during the prolonged negotiations."

No reply was received, and the person who delivered the letter in person was advised there would be no reply.

REPUDIATION OF MEDIATION BY MEN AND STRIKE OF MAY 9, 1934

On May 9th, without further notice to the employers, the strike commenced.

Simultaneously a longshore strike was commenced at all other United States Pacific Coast ports. The agreement of April 3rd applied specifically to the port of San Francisco. The employers at other Pacific Coast ports had accepted it in principle, but the representatives of those ports, not satisfied from the evidence at hand that the majority of their longshoremen had accepted the I. L. A. as their representative, requested that elections be held under the auspices of the Regional Labor Boards to determine that point. At some of these ports the elections had not been completed. At Seattle the election had been held but the result had not yet been announced. In consequence, the representatives of the men at these ports were not yet chosen, and collective bargaining was not yet possible. Nevertheless the men at these ports went out on strike.

FEDERAL MEDIATION

Assistant Secretary of Labor, Mr. Edward F. McGrady, arrived in San Francisco shortly after the middle of May to assist in settling the strike, and conferences between Mr. McGrady and representatives of the I. L. A. and between Mr. McGrady and spokesmen for the Waterfront Employers, commenced at once.

As Mr. McGrady deemed it essential that all Coast ports unite in some program in an endeavor to settle the dispute, representatives of employers of the other Pacific Coast ports proceeded to San Francisco and joint conferences were held with the Coast representatives of the I. L. A. before Mr. McGrady and the members of the President's first Mediation Board above referred to.

The wage dispute, which precipitated the strike, was not advanced as an issue. Instead the employers were again confronted with the original demands made on March 5th:

First—That a coastwide agreement be made.

Second—That the I. L. A. be granted a closed union shop.

Third—That the I. L. A. be granted exclusive control of the hiring halls.

As the employers had convincing evidence that a substantial number of their former longshoremen-employees were not members of the I. L. A.; as the granting of the demands would either deprive these men of their right to employment or force them against their will into membership in the I. L. A.; as the plain wording of the law and of various interpretations and rulings made closed shop contracts illegal, the employers refused the demands.

As it became apparent that the merchants of San Francisco and the public generally were being affected, the Chamber of Commerce of San Francisco and the Industrial Association of San Francisco were called in, and since then the Industrial Association has taken an active part in the negotiations.

On May 24, 1934, the International President of the I. L. A., Mr. J. P. Ryan, arrived from New York. After a general meeting on May 25th, at which were present representatives of the I. L. A. from the various Pacific Coast ports, and representatives of the employers from the major Pacific Coast ports, a small committee of employers and employees was appointed to endeavor to work out an agreement on fundamentals which would be effective at all Pacific Coast ports.

MARITIME DEMANDS INTRODUCED FOR FIRST TIME

At the first meeting of this new Committee, the representatives of the I. L. A. presented for the first time an entirely new demand. This was, that regardless of any settlement which might be made of the longshoremen's dispute, the Waterfront Employers must contemporaneously settle satisfactorily all the demands of various maritime unions, which, following the longshoremen's strike on May 9th, had also gone on strike.

The Waterfront Employers of San Francisco was entirely helpless in the premises. Its membership, as has been pointed out, is made up of steamship companies which serve this port, of foreign as well as of American ownership, and of contracting stevedores. The strike of officers and seamen was totally ineffective in the case of many companies, proving that the vessel employees of those companies were not members of the striking unions. No vessels have been prevented from sailing because of the seamen's strike, and many companies have not had a single member of their licensed personnel go on strike. Other companies which do not serve this port were affected by the seamen's strike, but were not affected by the longshoremen's strike. Other companies, such as oil companies, whose business requires no stevedoring function and who therefore are not represented in the membership of the Waterfront Employers Union, were affected by the seamen's strike. The demands of the striking maritime unions would affect all vessels of the American Merchant Marine, no matter where they operated, and obviously could not be settled as an incident to the settlement of a longshoremen's strike in Pacific Coast ports. The Waterfront Employers Union was totally without authority or jurisdiction and the representatives of the I. L. A. were so advised. They were told that there was no association of American owners authorized to deal on behalf of all American owners with the demands of the striking maritime unions; that it was a matter which would have to be handled with each separate American owner; that many

American owners, not affected by the seamen's strike, showing that their employees were not members of the striking unions, would insist quite properly upon elections under the auspices of the Regional Labor Boards to determine who the employee representatives might be; that the few American owners represented in the membership of the Waterfront Employers Union would be willing to have such elections held among their vessel employees; that the Waterfront Employers Union could not so commit other American companies which they did not represent.

WITHDRAWAL OF DEMAND THAT MARITIME DEMANDS BE FIRST MET

After two days of explanation and discussion the demand for the settlement simultaneously of the seamen's demands was withdrawn on May 27th by the Pacific Coast Executive Committee of the I. L. A. in the presence of Assistant Secretary McGrady. Negotiations on the demands of the longshoremen were then resumed, and on May 28th a proposal for settlement was drawn up which met with the full approval of International President Ryan, of the Assistant Secretary of Labor and of the Federal Mediators.

PROPOSAL OF MAY 28, 1934

A copy of this proposal is attached, exhibit "B".

It provided for the recognition of the I. L. A. at all Pacific Coast ports.

It stated that there should be no discrimination against any man because of membership or non-membership in a labor union.

It provided for the joint control of hiring halls, and for the distribution of expense for such halls.

It provided for submission to arbitration on the facts, of all existing disputes on hours and basic wages.

It marked an improvement for the men over the April 3rd agreement in that the outright recognition of the I. L. A. at all ports waived the necessity of elections at ports other than San Francisco to determine the representatives; the hiring hall pro-

visions were more clearly defined; and it provided definitely for the submission to arbitration of all existing disputes on hours and basic wages.

The representatives of the I. L. A. agreed to submit the proposal to a referendum vote of the various Pacific Coast locals. It was submitted to a referendum vote at San Francisco and was voted down. It was voted down at the outports by a standing vote, after the briefest possible, if in fact any, consideration.

STATEMENT OF FEDERAL MEDIATOR

Dean Henry F. Grady, one of the members of the President's first Mediation Board, shortly after it became known that the proposal of May 28th had been rejected made the following public statement:

"Speaking for myself, and not for the Board, I cannot help but reiterate what I have said before—that it was a great disappointment to me that the agreement of April 3, which I regarded as essentially fair, broke down. It is also a source of regret to me that the proposal offered by the employers on Monday, May 28, has not been accepted by the men. At the time this was offered I regarded it as a fair proposal, in the working out of which the interests of both employers and men could be fully safeguarded. I am still of this opinion.

"Lack of faith regarding the control of dispatching halls has continually balked efforts at a settlement. Whatever historical justification there may be for this, I am convinced from my dealings with the San Francisco employers during the past two months that they are earnestly desirous of making their proposal of May 28 an instrument for fair and honest dealing with the longshoremen of San Francisco. Since the International Longshoremen's Association represents almost all the longshoremen in San Francisco, and the employers are willing to recognize the International Longshoremen's Association for purposes of collective bargaining, I cannot see how the proposal of May 28 could menace the union. But there must be faith and good-will behind any agreement; and no agreement however worded, is worth anything without that faith and good-will. I sincerely hope that there is still time for faith and good-will to prevail."

Mr. Ryan, International President of the I. L. A. proceeded to the Northwest where independent negotiations with lines serving northern ports were undertaken. All of these failed, except that a temporary truce agreement was made with several Alaska lines so that those vital services could be restored during the short season of navigation.

AGREEMENT OF JUNE 16, 1934

Shortly before the middle of June the Honorable Angelo J. Rossi, Mayor of San Francisco, offered his services as Mediator and Mr. Ryan, President of the I. L. A. returned to San Francisco, accompanied by Mr. Dave Beck, President of the Seattle Teamsters' Union, for the purpose of participating in further negotiations.

Meeting in Mayor Rossi's office on June 15th the employers committee and representatives of the Industrial Association met International I. L. A. President Ryan, accompanied by Mr. W. J. Lewis, President, and J. E. Finnegan and A. H. Petersen, members of the Pacific Coast District Council of the I. L. A. and by Michael Casey and John P. McLaughlin, President and Secretary respectively of the Teamsters Union of San Francisco, and Dave Beck, President of the Teamsters Union of Seattle.

The presence of official representatives of the I. L. A., including the International President, was taken by the employers as assurance that they were dealing with the responsible and qualified spokesmen of the longshoremen.

The entire situation was reviewed at length. The evident impossibility of arriving at any terms of settlement which, before acceptance, would require ratification by the Coast membership of the I. L. A. was recognized.

It was finally suggested and then agreed that the International President of the I. L. A. and the President of the Waterfront Employers Union of San Francisco either exercise the authority they held, or secure the authority if necessary, to negotiate and enter into an agreement which would be binding on all their

principals at all Pacific Coast ports. All present agreed that such procedure was necessary and desirable and Messrs. Casey, McLaughlin, and Beck volunteered to underwrite and guarantee the performance by the longshoremen of any agreement so reached. Their specific promise as to the means they would use to guarantee observance was that trucking operations would be resumed if the longshoremen refused to return to work should an agreement be reached. International President Ryan of the I. L. A. stated that he could exercise the necessary authority, the President of the Waterfront Employers Union of San Francisco secured the necessary authority, and these two representatives then proceeded to negotiate and on June 16th reached an agreement which was reduced to writing.

This agreement was then brought to Mayor Rossi's office where the persons hereafter named were present. It was read section by section to all present and certain changes were made at the request of certain of the guarantors. The agreement with these changes was then retyped in the Mayor's office and executed by the principals and the guarantors. The observance of this agreement by the membership of the I. L. A. was guaranteed by:

Michael Casey, President Teamsters Union of
San Francisco

John P. McLaughlin, Secretary of Teamsters Union of
San Francisco

Dave Beck, President of Teamsters Union of Seattle

Charles A. Reynolds, President's Mediation Board

J. L. Leonard, President's Mediation Board

Angelo J. Rossi, Mayor of San Francisco

and the observance of the agreement by the Waterfront Employers of various Pacific Coast ports was guaranteed by the Industrial Association of San Francisco. Dr. Leonard of the President's Mediation Board stated that he was executing the agreement under specific authority from Washington.

A copy of the agreement is attached marked Exhibit "C".

The agreement pointed out the need of responsible leadership and of responsible membership in both groups.

It recognized the I. L. A. as the representative of the longshoremen for the purpose of collective bargaining.

It defined collective bargaining as *joint* and *equal* control of employment policies by employers and employees' representatives and joint and equal management of hiring and despatching halls.

It provided for non-discrimination, either in registration or hiring, against any man because of membership or non-membership in a labor union.

It provided for the equal sharing of the expense of the despatching halls between the Waterfront Employers and I. L. A., and provided also for a proper pro rata contribution toward the expense by longshoremen who were registered and who were not members of the I. L. A.

It provided a means for an equitable distribution of the work among all the longshoremen who were to be registered.

It provided for a control in the registration of men, first, to limit the number to the needs of the port, second, to eliminate those who had no just claim on the industry for support thereby preserving the work to the real and regular longshoremen.

It provided for the return of the men to work on June 18, 1934.

REPUDIATION OF JUNE 16 AGREEMENT

It was understood that it was not to be submitted to a referendum vote of the men. A certain element in the ranks of the I. L. A. took immediate and violent exception to it, arranged for mass meetings on Sunday, June 17th, and at the ports of Seattle, Portland, and San Francisco submitted the agreement to a standing vote. It was summarily rejected. At the port of Los Angeles it was submitted to a referendum vote and its acceptance was voted by 638 votes against 584 for rejection. It must be noted that at that port an estimated number of 200 regular longshoremen are presently employed, and these men were unable to cast a ballot.

The men did not return to work on June 18th and the signers

of the agreement (excepting the Federal Mediators) met in conference in Mayor Rossi's office the morning of that day.

International I. L. A. President Ryan admitted his helplessness. The officials of the Teamsters Unions, guarantors of its performance, pleaded their inability to carry out their promise to resume trucking operations because of threats and fears of violence against their members.

RENEWAL OF DEMANDS OF MARITIME UNIONS

The reason advanced for rejection of the agreement at the ports of Seattle, Portland and San Francisco was that it did not provide for a simultaneous settlement of the various demands of all other striking unions. Some of these unions were of crafts not even connected in any way with shipping. Others were unions of seafaring men, but as has been pointed out the Waterfront Employers are without authority or jurisdiction to deal with those unions.

A total of ten striking unions was involved. These unions appointed, just how we do not know, a Joint Marine Strike Committee, composed of fifty members, five from each union. H. Bridges was appointed or elected Chairman.

A communication from this Committee dated June 19, 1934, was received by the Waterfront Employers Union and was answered the same day. Copies are enclosed marked Exhibits "D" and "E".

On the same day a communication was received from Mayor Rossi, enclosing a copy of a letter he had received from this Committee. A reply was drawn up on June 20th. This, at the Mayor's request, was delivered to him personally on June 20th and was read at a meeting at which were present some fifteen members of the Joint Marine Strike Committee. Copies of the two communications referred to are enclosed, marked respectively Exhibits "F" and "G".

PRESIDENT'S LONGSHOREMEN'S BOARD APPOINTED

The President's Longshoremen's Board was appointed on June 26, under the provisions of the Joint Resolution approved June 19, 1934.

The above is a brief chronological account of the incidents leading up to the strike and the negotiations which have taken place in an endeavor to settle it. Three separate agreements approved by the representatives of the I. L. A., one of which was executed by its International President and guaranteed by our Mayor, prominent labor leaders and by Federal Mediators have been repudiated by the men acting, we believe, under the domination of radicals and Communists.

PHYSICAL CONDITIONS RESULTING FROM STRIKE

We will now give a brief statement regarding the physical conditions brought about by the strike.

Commencing with the calling of the strike on May 9th, and continuously thereafter, the waterfronts of all Pacific Coast ports have been heavily picketed by longshoremen, sailors and Communists. Shortly after the strike was called, organized mobs took possession of the waterfronts of Portland and Seattle and they have practically been closed ever since. Within a week after the strike started all sailings to Portland and Seattle were cancelled, and the only water-borne freight reaching those cities has been unloaded at San Francisco or Los Angeles and forwarded by railroad.

Los Angeles has been able to maintain an open port from the beginning, and is now handling more passengers and cargo than ever before in its history.

The picketing at San Francisco has been directed from strike headquarters and there have been hundreds and at times more than a thousand pickets at the waterfront. These men, by violence, threats, and intimidation, have prevented teaming to and from the docks, and have driven the teamsters off the waterfront.

PICKETING, INTIMIDATION AND VIOLENCE

"Wrecking cars" manned by strikers call constantly at the homes of steamship employees and threaten their wives and families, in many instances throwing rocks through the windows, hurling bottles of creosote and painting the premises. Pickets have called on most of the merchants of San Francisco who have freight on the docks or who have cars on their sidings loaded from the docks, and by threats and intimidation have prevented them from unloading cars or sending for their goods at the docks.

These pickets and the striking longshoremen are being supported by relief funds supplied from the public treasury. The cost of such support from public funds for striking dock workers and their families has been estimated by Relief Director Wollenberg to be \$70,000 per month.

Official San Francisco police reports as of July 9, 1934, show violence in San Francisco as follows:

4 deaths

266 injured, of these 63% were strike-breakers and 10% were police.

40 cases of sabotage.

The paralysis of San Francisco commerce has not been caused by the failure of longshoremen to work or by other peaceful persuasion.

ADEQUATE SUPPLY OF LONGSHOREMEN

Within two days after the strike was called enough men presented themselves for work at current wages to handle the cargo offered. Increasing numbers of men have gone to work at current wages so that for some time more than 1600 longshoremen have been at work. The average number of longshoremen at work in the month of May following the strike, exceeded 1,000. The average number of longshoremen at work in June exceeded 1400.

LOCAL SAN FRANCISCO CARGO PENALIZED

Cargo destined for or coming from points other than San

Francisco has been loaded and unloaded readily at the San Francisco docks. 296,898 tons of cargo were loaded and unloaded at San Francisco in May. Figures for June are not available but they greatly exceed those for May.

The movement of loaded cars by the Belt Line Railroad from the docks has for a long period averaged approximately 3500 per month. The figures of loaded car movement by the Belt Line Railroad from the docks this year, since the strike, have been as follows:

(Strike commenced May 9)	
May 1 - 15 . . .	Cars 2630
May 15 - 31 . . .	" 4582
<hr/>	
Total	7212
June 1 - 15 . . .	Cars 5028
June 15 - 30 . . .	" 5352
<hr/>	
Total for JUNE . . .	10,380

The Harbor facilities of San Francisco owned and operated by the State are unable to serve their purpose in so far as San Francisco cargo is concerned.

Passenger ships for Hawaii, the Orient, Australia and Around-the-World, which made San Francisco their home port, no longer call here, but operate from Los Angeles.

The strikers' control over teaming to and from the docks as a result of their violence and intimidation is such that even the United States cannot take its property from the docks without a permit from a strike headquarters.

Since the strike started no ship can obtain supplies in San Francisco, for a San Francisco merchant cannot send his teams to the docks. Such supplies, formerly obtained here in large quantities, can only be obtained elsewhere.

THE HIRING HALL

In 1933, the average number of longshoremen employed at San Francisco was 1300.

The largest number employed on any one day was 2500.

The International Longshoremen's Association claims a membership of over 4000 at San Francisco.

Out of the average of 1300 employed, about 900 have practically steady employment with four or five companies which have regular operations. The balance of men are employed in accordance with the demands of the ships.

It is a convenience to the men and the ships to have a central hall where men can obtain work and ships can obtain men. Such a place is called a hiring hall. At the hall qualified men can be registered, subject to call by telephone when they are needed.

The June 16 agreement signed by International Longshoremen's President Ryan, and guaranteed by the Federal Mediators, Mayor Rossi and prominent labor leaders, provided for a hiring hall, to be jointly operated and managed by a Labor Relations Committee composed of equal numbers of the men and the employers.

It provided that all longshoremen working prior to December 31, 1933, would be registered at the Hall. Additional men would be registered only as required by the needs of the port, under the direction of the Labor Relations Committee.

The employers agreed to hire only those men whose name appeared on the Registration List. But within the limitations of the list the employer was free to select his employees and the employee could select his job.

To spread work, the employers also agreed that the Labor Relations Committee could establish maximum hours to be worked in any given period, and after any man had worked the maximum number of hours, the employer agreed that he would not work the man any longer during the period but would fill his place with another man from the Registration list.

UNION CONTROLLED HALL IS A CLOSED SHOP

The Strike Committee of the longshoremen denounces the agreement and demands that the union control the hiring hall, and that all men be dispatched by a union dispatcher.

This would not only mean a closed union shop, under which no man who was not a member of the union could get a job, but it would place the union in complete control of the selection of employees for the employer. The employer would no longer be able to select his employees, but the union could dictate whom he must employ. The old time resident longshoreman would no longer work steadily for a single employer, but would be subject to be rotated out of his job, so that 4000 men might share the work which requires on the average but 1300 men.

The longshore situation is very largely an unemployment situation. It cannot be solved by requiring the steadily employed men to rotate their jobs with newcomers to San Francisco who never worked on the waterfront before. Nor can it be solved by a thinly disguised plan to deprive the employer of his fundamental right to select his employee.

A jointly operated hiring hall as provided in the June 16 agreement is fair and gives all that any fair minded longshoreman can reasonably ask. The union hiring hall or union dispatcher is merely a round about way of securing a closed union shop and of depriving the employer of his right to select his employee.

The employer must preserve his right to select his employees; no competent workman should be discriminated against solely because of membership or non-membership in a labor union; and a closed shop is contrary to the provisions of Section 7(a) of the Recovery Act and of the Joint Resolution of June 19, 1934.

THE STRIKE OF THE MARITIME UNIONS

After the longshoremen went on strike on May 9, various seafaring unions declared strikes. Sometime later the longshoremen announced that they would not return to work even though their

demands were met unless the demands of the seafaring unions were first met.

As I have pointed out, these demands that the demands of the seafaring unions must be met before the longshoremen would return to work were formally withdrawn by the Pacific Coast Executive Committee of the I. L. A. at a meeting participated in by the Federal Mediators on May 27. When the June 16 agreement was signed in Mayor Rossi's office it was distinctly agreed that the longshoremen would return to work before the demands of the maritime unions were considered, but that such demands would be promptly taken up by the Federal Labor Board.

After their repudiation of the June 16 agreement the longshoremen again advanced the demand that the demands of the maritime unions must first be settled before the longshoremen would return to work and this demand was repeated yesterday before your board.

The utter impossibility of complying with this demand is so easily recognized, and has been so frequently explained, that its continued assertion would almost force the conclusion that it was being adhered to for the purpose of preventing a settlement of the strike.

First. The longshore controversy is between the waterfront employers and longshoremen who work at a particular port. It is a local matter, capable of local settlement. The Waterfront Employers Union of San Francisco is composed of 10 steamship companies, 4 of whom have their head offices in New York; 2 foreign lines and 10 contracting stevedores. It is utterly beyond their power to settle a controversy involving wages and working conditions of seafaring personnel, affecting more than 100 companies whose ships call at Pacific Coast Ports and work all over the world.

Second. The oil companies operating tanker fleets are the largest employers of maritime labor. They do not employ longshore labor and are therefore not parties to the longshoremen's

strike. The sailors on the steam schooners perform the longshore work in connection with those vessels and they are therefore not concerned with the longshore strike. The vessels of 36 foreign steamship lines call at San Francisco. They employ foreign crews and are not involved in the seamen's strike, yet the longshoremen refuse to work their cargo, unless the seamen's strikes with which they are not concerned are first settled.

Third. A fundamental difficulty in the situation is that the striking unions have not been able or are unwilling to present credentials showing that they do in fact represent the seagoing personnel. The shipping companies have constantly stated both to this Board and to the union representatives that they are willing to meet their employees for the purpose of collective bargaining, but they do insist that they must deal with representatives chosen by their employees and not merely with unions who claim to be such representatives and yet who will not or cannot present credentials.

The law authorizes this Board to hold secret elections of employees at which they may choose persons or organizations to represent them for the purpose of collective bargaining. The steamship companies have offered and again offer to cooperate with the Board in the holding of such elections and to meet with the representatives chosen by the employees.

In many of the companies, very few seamen have gone on strike. Some companies have not lost a single licensed man. This leads many of the companies to believe that the unions are not the chosen representatives of their employees. But an election will decide the question and the companies will cooperate in the holding of such elections.

Fourth. There is a conflict between the unions themselves as to who represents the men. This can only be decided by elections.

a. For instance each of the following unions have appeared

before your Board claiming to represent the Licensed Deck Officers:

Masters, Mates and Pilots Association

United Licensed Officers Association

b. Each of the following unions claim to represent the Licensed Engineers:

Marine Engineers Beneficial Association

United Licensed Officers Association

c. Each of the following claim to represent the Unlicensed Personnel:

International Seamen's Union

Marine Workers Industrial Union

RECOGNITION NOT AN ISSUE

No question of union recognition or collective bargaining is involved. The companies are ready and willing to deal collectively with the representatives of their employees. If their employees select any of the named unions as their representatives, the companies will gladly recognize the unions as such representatives and deal with them.

But the first and essential step is for the unions to show their credentials. The steamship companies will cooperate in the elections necessary to establish the facts of representation, but their employees cannot be deprived of the right of freely selecting whom they desire to represent them. This is a right accorded by law and is a matter of fair play and justice.

MARINE DEMANDS

In this preliminary statement time does not permit a lengthy answer to some of the statements and charges made before your Board. It is putting the cart before the horse to talk about demands before the unions present proof that they represent the employees.

However, I do not wish by my failure to reply specifically to the statements made before you, to give the impression that the claims are true. In most material respects they do not accord

with the facts. This we will demonstrate when the proper time comes. Of course the pursuit of the sea is one that requires the courage and endurance of men. Bad weather and hours that are dictated by the exigencies of nature, have always been and always will be part of the day's work of the men who follow the sea. But I believe you will agree when you have heard the facts that the men are fairly treated. The companies are ready and willing to meet with the representatives of the employees at any time to discuss any grievances the men may have, but they do rightly insist that they deal with representatives chosen by their employees.

CONCLUSION

I believe our conduct since the beginning of this controversy demonstrates our willingness to do everything that is fair and just to bring about a settlement. Three agreements have been made settling the longshoremen's strike. They have all been repudiated by the men. We ask that this Board find the facts, and particularly that the June 16 agreement is a just and honorable settlement. It:

1. Recognizes the union.
2. Provides for collective bargaining.
3. Provides for arbitration of wages.
4. Provides a hiring hall jointly operated by the men and the employers and the spreading of work.

We are willing to have your Board supervise the hiring hall to insure that it is fairly operated.

We recognize that the public is directly interested in this controversy and we have always endeavored by our conduct to demonstrate that we recognize our responsibility to the public. We again state our desire to cooperate with this Board in the performance of its arduous duties and offer it all information and every facility at our command to the end that the present controversy may be brought to a prompt and just conclusion.

EXHIBIT "A"

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 spokesmen 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 in as much as the Shipping Code is, according to latest advices, shortly to be executed and as its provisions will thereafter be binding, provision for mediation and arbitration in case of dispute 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.

MAY 28th PROPOSAL

EXHIBIT "B"

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 function 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 despatching 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 the 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 despatching 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 all existing disputes on hours and basic wages.

The employers agree that within forty-eight hours after the strike is declared off and the men have returned to work they will be prepared to enter into collective bargaining.

San Francisco, California

May 28, 1934

EXHIBIT "C"

San Francisco 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 purpose it is recognized that responsible leadership and responsible membership must exist in both groups.

The Waterfront Employers recognize the International Long-

shoremen'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 despatching 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 despatching 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' payrolls, 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 OF LOS ANGELES

By (S) T. G. PLANT

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

By (S) JOSEPH P. RYAN

International President

PACIFIC COAST DISTRICT I. L. A.

(S) J. E. FINNEGAN

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

(S) MICHAEL CASEY

President 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

EXHIBIT "D"

COPY OF LETTER FROM
JOINT MARINE STRIKE COMMITTEE
ROOM "B" — FERRY BUILDING
SAN FRANCISCO, CALIFORNIA

June 19 1934.

Waterfront Employers' Union
246 Mission St.
San Francisco, California.
Gentlemen:

We are pleased to inform you that a committee, known as the "Joint Marine Strike Committee" has been formed yesterday, June 18th, 1934. Five delegates from each organization on strike have been elected to this committee.

The purpose of the Committee is to carry on all future negotiations for a settlement of the strike.

We hereby wish to inform you that the "Joint Marine Strike Committee" is ready to carry on negotiations for a settlement of the controversy on the Waterfront.

JOINT MARINE STRIKE COMMITTEE

(Signed) H. Bridges, Chairman

(Signed) Harry M. Espy, Secretary

Copy

EXHIBIT "E"

WATERFRONT EMPLOYERS UNION

President's Office

215 MARKET STREET, ROOM 832

SAN FRANCISCO

June 19, 1934.

Mr. H. Bridges

Chairman, Joint Marine Strike Committee

Room "B"—Ferry Building

San Francisco, California

Dear Sir:—

This acknowledges receipt of and replies to your letter of June 19th in which you advise that a Joint Committee has been formed to handle negotiations 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 long-shore 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 26th 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 26th and May 27th 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 27th 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 16th 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,
T. G. PLANT, President

TGP/FS

EXHIBIT "F"

Copy

San Francisco, California
June 19, 1934

Honorable Angelo J. Rossi,
Mayor,
City Hall,
San Francisco.

Honorable Mayor:

For your information, below are the two basic fundamentals upon which we request you to arrange a conference with the employers in the marine industry for the purpose of a speedy settlement of the strike, so that the men may return to work at the earliest moment:

1. Absolute assurance and protection against discrimination of any character whatsoever, or blacklisting because of union or strike activities.

2. Joint settlements for all unions involved.

Respectfully submitted,

JOINT MARINE STRIKE COMMITTEE

By H. Bridges (signed), Chairman

EXHIBIT "G"

WATERFRONT EMPLOYERS UNION

President's Office

215 MARKET STREET, ROOM 832

SAN FRANCISCO

June 20, 1934.

The Honorable Angelo J. Rossi

Mayor of San Francisco

San Francisco, California

Dear Mayor Rossi:

I have complied with your Honor's request that I come to your office this morning, although I advised you over the telephone that it was utterly beyond my power or that of the Waterfront Employers Union to discuss the demands of the Joint Committee representing various seafaring unions, that all their demands must be met before the longshoremen will return to work.

I have come because I cannot permit the facts in this serious situation to become confused by any charge that we are unwilling to meet with employees to discuss their grievances. However, as I will point out in my letter, neither I nor the organization which I represent has any power to discuss the demands of the seafaring unions, which as the men well know and have known for weeks can only be settled by conference with individual employers or through the machinery provided by the Federal Government. Therefore, after I have made my position plain I must withdraw from further conference on such demands for to continue to participate in such meetings can only result in delay and confusion in the settlement of the longshoremen's strike.

Your letter of June 19th enclosing a letter of the same date from the Joint Marine Strike Committee, signed by H. Bridges,

Chairman, has been received. This letter contains a demand that the demands of all striking unions must be met before any of the men will return to work. This demand we understand was the grounds on which the longshoremen on Sunday repudiated the agreement made in your office on Saturday by their International President, Mr. Ryan.

Our knowledge of the formation of this Committee and of the unions it claims to represent, has been gathered from the daily papers. From that source we understand that, following the strike of longshoremen which commenced on May 9th, some nine other unions have gone on strike.

The demand is made upon the Waterfront Employers Union that it must make a joint settlement for all unions involved. The utter impossibility of such a demand is apparent on the face when it is realized that some of the striking unions represent trades not even connected with shipping.

Seafaring trades are represented by the Committee, we understand. Even with respect to these the Waterfront Employers Union has no authority or jurisdiction. The question of wages and working conditions for seafaring men is one that affects shipping throughout the world. The Waterfront Employers Union is an association of employers of longshore labor in the Port of San Francisco. We cannot conceive how anyone can expect such an Association to be competent to adjust wages and working conditions for interests which it does not represent, for oil tankers which require no stevedoring operation, and for the dozens of steamer services which, having no operation in and out of the Port of San Francisco, are not even represented in the membership of the Waterfront Employers Union.

If the longshoremen of this Port persist in their refusal to return to work, because the employers are unable to grant demands which it is so clear is beyond their power to grant then the only conclusion that can be reached is that the leaders who have raised the issue do not desire a settlement of the strike and have

merely adopted this as an excuse to break the agreement signed by their International President.

This same issue was presented to the Waterfront Employers by a Committee of the Pacific Coast Council of the International Longshoremen's Association on May 26th. Present at that time were the Assistant Secretary of Labor Edward F. McGrady, and the three members of the President's Mediation Board. After thorough discussion and a full and complete explanation of why it was not within the power of the Waterfront Employers Union to negotiate on the demands of the seamen, the demand for a joint settlement was withdrawn by the Committee of the International Longshoremen's Association.

We beg to suggest that regular and orderly means for the handling of the seamen's disputes are provided in the machinery of the Federal Government. The representatives of the marine unions are fully aware of this, having been in conference with the former Regional Labor Director, Mr. Henry F. Grady, early in June.

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 16th with the International Longshoremen's Association acting by its International President, Mr. J. P. Ryan. We are prepared to carry out this agreement, and call upon the real longshoremen of the port to show their good faith and carry out their part.

Yours faithfully,
T. G. PLANT, President

TGP/FS