

Longshore Industry ✓

Final Report
to
The Industrial Commissioner, State of New York

from

BOARD OF INQUIRY

on

LONGSHORE INDUSTRY

WORK STOPPAGE

OCTOBER-NOVEMBER, 1951

PORT OF NEW YORK

*[New York (State), Board of Inquiry on
Longshore Industry Work Stoppage.]*



January 22, 1952

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NEW YORK STATE BOARD OF INQUIRY



STATE OF NEW YORK

THOMAS E. DEWEY
Governor

EDWARD CORSI
Industrial Commissioner

New York (State). Board of inquiry on
longshore industry work stoppage.

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Members of the Board

GEORGE J. MINTZER, *Counsel*

M. P. CATHERWOOD, *Chairman*

ARTHUR STARK, *Secretary*

RT. REV. JOHN P. BOLAND

LEONARD P. ADAMS, *Director of
Research*

DEAN ALFANGE, ESQ.

[January 22, 1952]



ABSTRACT OF STATEMENT BY STATE INDUSTRIAL COMMISSIONER EDWARD CORSI, MAKING PUBLIC THE FINAL REPORT OF THE BOARD OF INQUIRY INTO THE NEW YORK CITY LONGSHOREMEN'S STRIKE AND REVIEWING AND SUMMARIZING THE REPORT.

January 23, 1952

The Board of Inquiry that was constituted by me on November 2, 1951, as an extraordinary measure, after all other efforts to settle a strike involving longshoremen of the Port of New York had failed, has rendered its final report to me. In accordance with law and sound public policy, I hereby make the report public.

This Board previously performed an important public service by speedily bringing the work stoppage to an end. For 19 days the Port of New York, the greatest in the world, had been practically paralyzed, not only endangering the welfare of this State but also posing a threat to the economy of the whole free world. After every other possible instrumentality of government had failed to get the men back to work, the dispute was certified to me by the State Board of Mediation for use of that uniquely effective device—the New York State Board of Inquiry.

The Board was established at once. Its chairman was Dr. M. P. Catherwood, dean of the New York State School of Industrial and Labor Relations at Cornell University. His colleagues were Rt. Rev. Msgr. John P. Boland and Mr. Dean Alfange. Mr. George J. Mintzer was named counsel; Mr. Arthur Stark, secretary; Dr. Leonard P. Adams, director of research.

So quickly did the Board command the respect of all parties to the dispute that it persuaded the strikers to resume work four days after hearings began. That left the Board free to fulfill its further duties of inquiry and investigation in a more acceptable climate of dispassionate fact-finding.

Results of these further inquiries, embodied in the report made public today, should enhance the regard for the Board's fairness and ability that was early displayed both by the parties immediately concerned and the general public.

Principal Findings of Fact and Recommendations

The principal findings of fact, conclusions and recommendations in this report are as follows:

1. The collective agreement was validly ratified and should remain in full force and effect, although the procedures for making and ratifying it are severely criticized.
2. The strike was not Communist-inspired. The Board found both the Strike Committee and the International Longshoremen's Association to be singularly free from Communist influence.
3. A permanent arbitrator for the Port of New York should be established to make final decisions on disputes under the collective agreement.
4. The International Longshoremen's Association should estab-

lish a fact-finding board of three public members, at least temporarily, to sift grievances of members and component units and make recommendations to the ILA.

5. A series of reforms within the union, many of which were proposed by the ILA and largely approved also by the Strike Committee, should be adopted in order to assure at least minimum standards of acceptability in regard to records, accounting for and auditing of funds, periodic membership meetings and regular elections.

6. The method of balloting on collective agreements should be overhauled in order to make it more accurately reflect the honest and informed decision of a majority of those union members voting.

7. Delegates to the Wage Scale Conference of the Atlantic Coast District, which drafts the collective agreement, should be elected at stated membership meetings of their respective locals, under conditions guaranteeing the right of individual union members to proper participation in the choice.

8. Voting on the Port of New York collective agreement by the entire Atlantic Coast District should be continued, at least in respect to wages, but an adverse vote in the Port of New York should constitute a veto upon ratification.

9. There should be no discrimination or retaliation of any kind against any union member or official by the International Longshoremen's Association and the New York Shipping Association because of participation in the strike.

10. The Industrial Commissioner should meet with representatives of the parties immediately affected "at a very early date and from time to time as is necessary" to assist in putting the Board's recommendations into effect. It is also recommended that the Industrial Commissioner make progress reports public periodically, and at any rate that he prepare and publish a summary of such progress not later than 90 days from the date of this report.

In other words, the Board has tried to make sure that its report will result in constructive action, and not be treated as another official document to be filed and forgotten. I am happy to accept this recommendation and I will soon take the necessary steps to carry it out.

I trust that when the labor and management interests have had a chance to study the report and appraise it calmly from the standpoint of enlightened self-interest as well as of the public welfare, they will likewise cooperate in this continuing effort to improve the Port of New York.

The goal of a published report of progress in at least 90 days is a sound one which serves to underscore the need for forthright action.

In its concluding observations, the Board properly made its very final note a plea that peace on the waterfront cannot be achieved by changes in procedures alone but must stem basically from recognition of the need for attention to spiritual, moral and educational values in industrial and labor union affairs.

This summary statement would be incomplete if it did not express the very real gratitude that the people of the State of New York owe to the members of this Board, its counsel and its staff for their devoted and able performance of a difficult public service. I am sure that all citizens will join me in viewing the final report of the Board as, in total balance, a notable achievement. It represents a sincere effort, which I shall endeavor to continue, not only to strengthen the economy of the City, State and nation by having a port that is better run, but also to dignify the lives of the men who work on the waterfront by giving them a square deal.

LETTER OF TRANSMITTAL

New York City
January 22, 1952

Honorable Edward Corsi
Industrial Commissioner
State of New York
80 Centre Street
New York, New York

Dear Commissioner Corsi:

The members of the Board of Inquiry, appointed by you to investigate the causes and circumstances of the recent dispute during October-November 1951, involving members of the International Longshoremen's Association, have already presented to you a number of oral interim reports. We submit herewith our final report.

The Board is gratified that four days after it was sworn in by you it succeeded in getting the men to return to work, pending an investigation by the Board of the causes of the dispute and the submission of recommendations. Thus ended one of the most expensive tie-ups in the history of the Port and one which had defied all previous efforts at settlement.

In accordance with your request, the Board has investigated many aspects of labor problems on the water front. It has prepared a number of recommendations which it believes will help to assure stable and satisfactory labor-management and intraunion relations in the future.

The Board deeply appreciates the assistance which you and members of your staff have given during the course of its work. Your familiarity with the problems to which the report of the Board relates will facilitate the implementation of the Board's recommendations by your office.

Respectfully,

Martin P. Catherwood, chairman
Rt. Rev. John P. Boland
Dean Alfange, Esq.
George J. Mintzer, counsel
Arthur Stark, secretary

ACKNOWLEDGMENTS

The Board wishes to acknowledge its appreciation for the cooperation it has received throughout the course of its inquiry from the International Longshoremen's Association, the New York Shipping Association, and the Strike Committee.

The Board acknowledges special assistance from Merlyn S. Pitzele, Chairman of the New York State Board of Mediation; from Milton Loysen, Executive Director of the Division of Placement and Unemployment Insurance, New York State Department of Labor; from Edward F. Cavanagh, Jr., Commissioner of Marine and Aviation of the City of New York; from George P. Monaghan, Police Commissioner of the City of New York; from Charles A. Pearce, Director, Bureau of Research and Statistics, New York State Department of Labor; from Walter Hedden, Director of Port Development for the Port of New York Authority; and from the members of their staffs.

The Board appreciates the constructive cooperation and assistance received from many other individuals and from representatives of labor organizations, business firms, chambers of commerce, and trade associations.

The Board also expresses special appreciation to Dr. Leonard P. Adams, Director of Research, New York State School of Industrial and Labor Relations at Cornell University, who has served as Director of Research for the Board of Inquiry.

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I. INTRODUCTION

On Friday, November 2, 1951, Industrial Commissioner Edward Corsi issued an order appointing a Board of Inquiry to investigate the causes and circumstances of the walkout involving members of the International Longshoremen's Association.¹ This work stoppage had begun on October 15, 1951 and, within a few days, had paralyzed most of the longshore operations in the Port of New York.

The Board was sworn in by the Industrial Commissioner on Monday, November 5, 1951. Even before it officially assumed its duties, the Board had the advice and counsel of the Chairman of the New York State Board of Mediation and of its Executive Secretary, who outlined the history and development of the dispute. The Board was advised that the State Mediation Board had entered the scene after the conciliation efforts of the Federal Mediation and Conciliation Service had failed.²

Immediately after it was sworn in at noon on November 5, 1951, the Board proceeded to arrange for public hearings and drafted and adopted its rules of procedure.³ At the same time the Board requested representatives of the International Longshoremen's Association, the New York Shipping Association, and the Strike Committee to appear before the Board at four o'clock on the afternoon of the same day to present publicly the issues in the dispute. The Board remained in session until each of the parties and their counsel had outlined their respective positions.

A long description would be required to summarize fully the positions of the various parties, but among the more important attitudes were the following: the International Longshoremen's Association took the position that there was a valid contract and that the walkout was a wildcat, unauthorized, unjustified stoppage

¹ See Appendix for text of "Order Establishing Board of Inquiry"; also for text of Article 22 of the Labor Law, "Boards of Inquiry in Labor Disputes."

² On October 23, 1951, the Executive Board of the Atlantic Coast District, International Longshoremen's Associations went on record as follows:

. . . to put an end to any irresponsible talk and to get our men back to work in the Port of New York without delay, we hereby request the Honorable Cyrus W. Ching to appoint a commission consisting of three members immediately to conduct hearings and take evidence of any grievances or complaints that may exist concerning the making of the contract or any condition of work in this port. . . .

No such commission was appointed. Subsequently the Strike Committee, through its chairman, Gene Sampson, telegraphed the President of the United States in part as follows:

We urge that you, Mr. President, set up an emergency impartial board to review this issue and our needs for honest balloting machinery. If we are thus assured of justice, we will immediately thereupon urge the men to return to work and await and accept a decision of that body. . . .

No such board was appointed by the President, and the New York State Mediation Board entered the dispute. On November 1, 1951, the chairman of the State Mediation Board certified to the Industrial Commissioner that efforts to effect a voluntary settlement of the dispute had been unsuccessful. This led directly to the appointment of the Board of Inquiry.

³ See Appendix for Rules of Procedure of the Board of Inquiry.

which was the result of action by dissident locals and their leaders; the New York Shipping Association took the position that there was a contract, that the strike was in violation of the contract, and that the dispute in question was an intraunion affair; the Strike Committee took the position that the proposed contract was not adequate, had not been properly negotiated and ratified, and that collective bargaining should be resumed.

Upon adjournment of its first public hearing on November 5, the Board met privately the same evening to explore the means by which it might bring about resumption of work on the piers as soon as possible. In this connection the Board decided to consult with each of the parties separately in closed session and to exchange views with them in the hope of getting the men back to work. Meanwhile the Board asked all interested parties to appear before it with their witnesses and records and to be prepared to submit testimony on the issue of whether or not the agreement between the International Longshoremen's Association and the New York Shipping Association was properly ratified. During the remainder of the week beginning November 5, the Board held public hearings daily on ratification of the disputed agreement.

After establishing the necessary groundwork, the Board, together with Industrial Commissioner Corsi, met with the Strike Committee at 9:00 p.m. Thursday, November 8, 1951, at the State Mediation Board offices. At this all-night session the Board persuaded the members of the Strike Committee to urge the men to return to work at 1:00 p.m. on Friday, November 9, while the Board continued with its full inquiry into the controversy. Thus ended one of the longest and costliest work stoppages in the Port of New York.

In discharging its remaining responsibility the Board proceeded over a period of several weeks with public hearings, private hearings, conferences, and discussions with individuals and groups acquainted with various problems related to the longshore industry in the Port of New York. Although the issue of ratification was the primary concern at the public hearings, evidence and information were presented on many related subjects.

In addition to arranging for the resumption of the work of the Port, the Board recognized its responsibility for making recommendations to prevent or minimize repetition of work stoppages. At the same time it was clear that the Board was not an appropriate agency for actually carrying on a long-range investigation in the immense and complicated field opened up through its hearings. Consequently, the Board has worked night and day for close to three months in order to present a constructive program as promptly as possible.

During the course of hearings, the Board invited counsel for the New York Shipping Association, the International Longshoremen's Association, and the Strike Committee to present their recommendations for constructive improvements and for preventing a repetition of work stoppages. Recommendations were received

from all three parties and have been helpful to the Board in formulating its own recommendations.⁴

The Work of the Board has made it clear that problems and relationships on the water front are so varied, complex, and of such long standing that extensive improvements cannot be expected as a result of some simple formula. Continuous and persistent efforts by labor and business, with the aid and encouragement of public agencies, are essential for real and continued improvement.

Basic improvements of the kind and extent called for cannot be achieved without the active participation of the New York Shipping Association and the International Longshoremen's Association and their individual members, and the assumption of increased responsibility by both groups. The Board believes there is a good chance that with further cooperation and assistance from the agencies of the New York State government, marked progress can be made in meeting the labor relations problems of the water front along the lines recommended by the Board. The adoption of the series of essential first steps recommended by the Board will constitute an important foundation for basic long-range improvements.

In its conclusions and recommendations the Board has emphasized the need for changes in the arbitration provisions of the collective agreement and in the practices of the union. This emphasis, however, should not be interpreted as approval of past actions in violation of the terms of the collective agreement. When the changes recommended by the Board are put into effect, there will be adequate procedures and machinery for the settlement of disputes within the union and between the parties to the collective agreement.

Unless the memberships of both parties fully accept their responsibilities under the agreement, they will undermine the foundation of mutual confidence on which collective bargaining rests. Without such a sense of responsibility, no amount of revision of policy or procedures can produce mutually satisfactory relationships. In behalf of the future of the Port of New York and the people whose livelihood is bound up with the Port, the parties to the collective agreement owe to themselves and their fellow citizens the type of mature behavior that recognizes and respects the need for orderly settlement of disputes.

II. CONCLUSIONS AND RECOMMENDATIONS

In its exploration of the causes and circumstances surrounding the recent work stoppages, the Board has found that no single factor alone could account for the work stoppage. It was contended that the longshoremen were dissatisfied with the various terms of the agreement negotiated in October 1951, with the balloting on the agreement, and also with the conduct of the internal

⁴ See Appendix for recommendations received by the Board from the International Longshoremen's Association, the New York Shipping Association, and the Strike Committee.

affairs of the International and of various local unions. Whatever the conclusions as to the relative significance of the various issues as actual causes of the strike, it is clear not only that many issues played a part but also that the basic causes are of long standing. The stoppage was an outbreak of a long-festering accumulation of complaints and dissatisfaction.

In addition to the major contentions advanced by the parties concerning causes of the strike, the public and private hearings of the Board and informal discussions with parties well informed on dock employment problems have brought out other conditions which make for unsettled and unsatisfactory labor-management relations. The Board in making its report and recommendations, therefore, has taken into account what it has found to be major factors in the situation, whether or not they were advanced by the parties.

1. Ratification of the Collective Agreement

The Issues

The ratification of the 1951 collective agreement between the New York Shipping Association and the International Longshoremen's Association was the issue with which the major portion of the public hearings was concerned.

Over 30 witnesses were heard, more than 50 exhibits were received, and in excess of 2,000 pages of testimony were taken on this subject. In addition to the public hearings, the Board conducted other extensive investigations of this matter.

The Strike Committee contended that:

1. The delegates to the Wage Scale Conference who negotiated the collective agreement were not properly chosen.

2. The Wage Scale Conference was dominated by the International President and a small group of top officials.

3. The delegates to the Wage Scale Conference were not given sufficient opportunity to have their views presented and discussed.

4. The International Longshoremen's Association failed to give sufficient notice of the new proposals to the membership before balloting.

5. The International Longshoremen's Association failed to use adequate means of informing the membership of the terms and conditions of the new proposals.

6. The balloting in the locals was not properly supervised, resulting in irregularities.

7. There was fraud in some locals in tabulating and reporting the vote to headquarters.

8. Ballot box stuffing took place in some locals.

On the basis of the above contentions the Strike Committee urged the Board to find that the collective agreement was not duly ratified and to recommend that negotiations on the collective agreement between the International Longshoremen's Association and the New York Shipping Association be reopened, and that new proposals be submitted to the membership for ratification.

The International Longshoremen's Association challenged most of these allegations and contended that:

1. The delegates to the Wage Scale Conference who negotiated the collective agreement were properly chosen and had complete freedom of action and sufficient opportunity to present and discuss their views.

2. The balloting procedures in the locals were sufficiently supervised and sufficient precautionary measures were taken to prevent irregularities.

3. The irregularities that did occur were inconsequential and unintentional.

4. The balloting in the locals, the tabulations of the results, and the reporting of the results to headquarters were free from fraud.

5. The International Longshoremen's Association headquarters properly and correctly tabulated the results of the balloting received from the locals.

6. The vote on the ratification of the collective agreement was conducted in accordance with the established custom and practices prevailing in the International Longshoremen's Association.

The International Longshoremen's Association, in effect, conceded that it failed to give adequate notice to the membership of the final proposals before balloting and failed to use adequate means of informing the membership of the terms and conditions of the new proposals. In explaining these failures the International Longshoremen's Association pointed out that the collective agreement had already expired on October 1 and that it was urgent that the proposals for the new collective agreement be balloted upon as soon as possible. The International Longshoremen's Association, recognizing the need for more adequate notice and for more adequate means of informing the membership of the new proposals to be incorporated into a collective agreement, submitted recommendations intended to cure these defects in the future. The Board's own recommendations on this subject are found under the heading "Procedure for Balloting on Contract Ratification."

On the basis of the above contentions, the International Longshoremen's Association urged the Board to find that the collective agreement was duly ratified.

The New York Shipping Association contended that it was duly notified on October 11, 1951 by the officials of the International Longshoremen's Association and the Atlantic Coast District that the final propositions negotiated by the Wage Scale Committee and submitted to the locals of the Port of New York and the Atlantic Coast District were ratified by a vote of "better than 2 to 1." On the basis of this contention, the New York Shipping Association maintained that the collective agreement was in full force and effect and binding upon all the parties and urged the Board to so find.

The Board's Findings

On the basis of the evidence adduced by the parties at the public hearings and on the basis of the Board's investigation, the Board makes the following findings of fact:

1. Delegates to the Wage Scale Conference were not properly chosen in many instances. Several business agents and officers of locals designated themselves as delegates to the Wage Scale Conference without holding elections or consulting the membership of the local unions they represented, notwithstanding specific instructions to the locals by the President and Secretary of the Atlantic Coast District to hold meetings for the election of delegates. This subject is more fully discussed in the section of this report entitled "Election of Delegates to Wage Scale Conference."

2. The Wage Scale Conference was dominated by the International President and a small group of top officials, but such domi-

nation was not necessarily sinister. The delegates had reasonable opportunity to present their views and have them discussed.

3. The balloting in several locals was not properly supervised. Inadequate supervision of the balloting in such locals resulted in many irregularities. These irregularities are more fully discussed in the section of this report entitled "Procedure for Balloting on Contract Ratification."

4. Some locals resorted to ballot box stuffing and other acts of fraud in balloting. The testimony of several witnesses who supervised the balloting at their respective locals indicated that there was a uniform method of voting. A member who qualified was handed a blank ballot which he was asked to mark on a desk or table in a room or booth and to deposit the ballot in a ballot box. The Board received as exhibits the marked ballots of 15 locals; and because the charge of fraud in balloting was raised by the Strike Committee, the Board retained Mr. Albert D. Osborn, a qualified Examiner of Questioned Documents, to examine the ballots of those locals which to the Board appeared to be questionable as well as the ballots of other locals selected at random.

Mr. Osborn after examining the ballots submitted to him, made a written report to the Board of his findings and conclusions.

Referring to the ballots of Local 920, Mr. Osborn states:

In this group of 286 ballots, there are 22 votes 'No.' I examined all the ballots and I do not find anything suspicious about the 22 votes 'No.' . . . In the remaining 264 ballots, however, there is definite evidence, in my opinion, that they were not voted by separate individuals in the manner in which it is stated the vote was taken, as it would appear to me that one person, or more than one, sat down with the ballots stacked on top of each other and marked the 'X' in the 'Yes' box on many of these ballots.

Of the total of 286 ballots in this local, Mr. Osborn found 89 fraudulent votes.

Referring to the ballots of Local 1247, Mr. Osborn states:

There is submitted a group of ballots from Local 1247, being 496 in number. In this group there are 7 'No' votes, one blank ballot, and the remainder (488), 'Yes' votes. These votes I cannot believe were voted in accordance with the procedure. This procedure, I understand, was that each voter was handed a ballot and took that ballot to a desk or table, or any convenient place, and marked an 'X' in the 'Yes' and 'No' box.

In this group of 488 'Yes' votes more than half of them at least—that is, 294—were marked, I believe, with the ballots in a pile so that the 'X' mark or dash, or circle, put in the 'Yes' box made an indentation on the next ballot.

Referring to the ballots of Local 327, Mr. Osborn states:

The 197 ballots at hand of this Local show the use of a blue pencil on a great number of ballots. . . . There are 65 'No' votes . . . and this group of 65 does not look suspicious . . . in this group of 197 ballots it seems to me there are approximately 53 which are not individual votes.

Of the locals examined, the ballots of the three referred to above are the most saturated with fraud. Mr. Osborn found some evidence of fraud in the ballots of the other four locals submitted to him, but the number of fraudulent ballots involved in these four cases was insufficient to establish a planned pattern of fraud.

The Board examined the ballots* of eight other locals. These ballots were not submitted to Mr. Osborn because, with few exceptions, they appeared on their face to be regular. The Board believes that the ballots of the 15 locals which Mr. Osborn and the Board examined constitute a representative sample of the ballots of all the locals in the Port of New York; and the parties have so agreed.

5. On the basis of the representative sample, the total number of fraudulent ballots was insufficient to change the final result of the vote on ratification.

6. There was no evidence of fraud in the tabulating of the results of the balloting of the locals at the International Longshoremen's Association headquarters.

Conclusions

On the basis of the evidence adduced at the public hearings and the Board's investigation, the Board is presented with a close question of fact with regard to the issue of ratification. The evidence of many irregularities—the inadequate supervision of the balloting, the absence of precautionary measures to prevent members from voting more than once, and the actual frauds perpetrated by ballot box stuffing—creates, cumulatively, a strong case against the procedure by which ratification was obtained.

However, the Board has concluded from all of the evidence that these irregularities and acts of fraud were insufficient to have changed the final result. It is well established by the courts of this State that the commission of irregularities and independent acts of fraud are, in themselves, insufficient to set aside an election unless they establish a pattern of fraud of such magnitude as would have affected the final result. (See in re: COUGHLIN 137 App. Div. 283, 121 N.Y.S., 980, App. Div. First Dept. affirmed 198 N.Y. 613.; *BALTER v. COHEN*, 50 N.Y.S. 2d, 526; *MAISEL v. COHEN*, 22 N.Y.S. 2d, 490; *GINZBERG v. HEFFERNAN*, 60 N.Y.S. 2d, 875.)

While the cases cited above are applicable to the election of public officials, the Board believes that the courts would apply the same principles to a vote on ratification of a collective agreement.

Recommendations

The Board recommends that the collective agreement negotiated by the New York Shipping Association and the Wage Scale Conference Committee of the Atlantic Coast District of the International Longshoremen's Association and balloted upon by the membership on October 11, 1951, be recognized as in full force and effect.

This recommendation should not be construed as condoning the acts of fraud that have been perpetrated and the disregard of democratic procedures and standards of honesty on the part of many local and other officials of the International Longshoremen's

Association. The conditions and circumstances which gave rise to the strike must be corrected, and the Board makes a series of recommendations to this end in the sections which follow.

2. A Permanent Arbitrator for the Port of New York

Introduction

Grievance procedure and impartial arbitration machinery have assumed an important place in collective bargaining contracts in labor-management relations. No important collective bargaining contract is without such features.

Both parties, having bound themselves by a contract to limit their freedom of action, should be required to abide by their commitments during the life of the agreement.

This is not a new principle in American labor-management relations. Most labor-management contracts today provide, in addition, that the last step in grievance procedure shall be arbitration. This step is conclusive because the decision of the arbitrator is considered by both employer and union to be final and binding on all parties concerned. Furthermore, it is commonly recognized that arbitration, as a means of finally disposing of disputes arising under a contract, actually is a substitute for the right to strike or engage in a lockout as a method of resolving a grievance. Thus, most contracts which provide for arbitration also contain a no-strike, no-lockout clause.

The Board's investigation reveals that there has been a long-standing complaint that individual union members are unable to assert their rights under the contract with respect to having their grievances taken up in the proper manner. The history of work stoppages caused by grievances appears to confirm this. Evidence adduced by the Board shows that unauthorized strikes have occurred frequently on the New York water front because of alleged grievances under the contract. The evidence also shows that one of the causes and circumstances surrounding the recent strike is the inadequacy of grievance machinery.

Grievance Procedure Under the Present Contract

The essence of the existing grievance procedure is found in Article 21 of the agreement between the New York Shipping Association and the International Longshoremen's Association. This section provides as follows:

21. (a) Any dispute or controversy which may arise as to the interpretation or application of any of the provisions of this agreement, including all matters herein which expressly provide that they shall be dealt with in accordance with this Clause shall be referred to an Arbitration Committee for adjustment or decision in the manner hereinafter provided. Pending such adjustment or decision, as provided for herein, the men shall continue to work.

(b) The matter in dispute or controversy shall by notice, in writing, be submitted by either party to the New York Shipping Association which shall promptly notify the other party to the dispute or controversy

and shall arrange for a meeting of the Arbitration Committee at a time and place mutually satisfactory.

(c) The matter in dispute or controversy shall be submitted to an Arbitration Committee of four, two of whom shall be representatives of the party of the first part and two shall be representatives of the party of the second part; a decision of the majority of the Arbitration Committee shall be final and binding upon the parties. The Arbitration Committee of four shall meet not later than the Tuesday following the pay-day after the matter in dispute has arisen, unless otherwise mutually agreed. In the event of failure on the part of the Arbitration Committee of four to reach a satisfactory adjustment or decision they shall proceed to select a fifth member, satisfactory to both sides, as Chairman, and the decision of the majority of the Arbitration Committee as thus composed shall be final and binding upon the parties. The fifth member shall be selected within five days, unless otherwise mutually agreed, after the date of the failure of the Arbitration Committee of four to reach a satisfactory decision.

(d) The Arbitration Committee of five shall proceed to decide the dispute or controversy as expeditiously as practicable, and shall render its decision in writing.

(e) In the event that several disputes or controversies are pending at the same time, priority in handling shall be given to such disputes or controversies as involve discharge, suspension or other disciplinary action.

(f) The parties shall bear the expense of their respective representatives to the Arbitration Committee and shall share equally the expenses of the Chairman, if any, and shall share equally all other agreed upon expenses.

Conclusions

It is the Board's opinion that, in order to eliminate stoppages based on grievances under the contract, the existing machinery must be implemented and materially strengthened. To this end the Board will recommend two principal changes in present procedures: The first will strengthen the arbitration provisions by the establishment of a permanent Arbitrator for the Port of New York who would have a continuity of existence and whose decision would be final; the second will provide access by individual members of the union, as well as by individual employers, to the Arbitrator.

In addition to the parties to the contract, each individual member of the union and each individual member of the New York Shipping Association shall have the privilege, on his own initiative, to have adjudicated any claim that his rights under the labor-management contract have been violated. The Board fully realizes that its recommendation providing for access of individuals to the Arbitrator is unique. This particular provision is not necessarily intended to create a precedent. In the Board's opinion, it constitutes an emergency measure.

The Board believes that, if this proposal is faithfully carried out, it should eliminate the frequent stoppages that are based on unresolved grievances under the contract. The existence of a permanent Arbitrator would also give assurance to all members of the union, as well as to all employers, that all grievances arising under the terms of the contract would be resolved. In addition, the smoldering dissatisfaction of an individual or a small group of individuals would be prevented from spreading and becoming port-wide, as has happened in the past.

Recommendations

In accordance with the above, the Board of Inquiry herewith recommends as follows:

A. Representatives of the employers and of the International Longshoremen's Association should immediately meet together for the purpose of revising and amending the existing grievance procedure in the contract, as specified in Article 21, to conform to the principles hereafter set forth.¹

1. Establishment of a Permanent Arbitrator for the Port of New York who shall be selected by the International Longshoremen's Association and the New York Shipping Association from a list supplied by the Industrial Commissioner of the State of New York. He shall be designated for a term coextensive with the term of the collective agreement between the parties.

2. The Permanent Arbitrator should have the clear power:

(a) To adjudicate complaints and disputes arising under the contract and resolve any conflict of interpretation of its provisions.

(b) To determine any claim that the agreement has been violated by an employer including the claim of a lockout and to make any order which he deems necessary to do justice in the circumstances including an award for financial loss or damages to the workers involved or to the union.

(c) To determine any claim that the agreement has been violated by the union or any of its members, including the claim of work stoppage, and to make any order which he deems necessary to do justice under the circumstances including an award for money damages sustained by reason of a breach.

(d) To hear and adjudicate the appeal of any member of the New York Shipping Association or any member of the International Longshoremen's Association of the Port of New York who feels aggrieved under the terms of the collective agreement.

(e) To make his findings and decisions public.

3. Any finding, decision, award, order, or other action of the Permanent Arbitrator shall be final, conclusive, and binding upon all parties and may be enforced by appropriate action in a court of law or equity.

4. There shall be no strike, lockout, or other cessation of work or interference therewith by any party covered by the collective agreement during its term.

¹ It is the Board's understanding that United Fruit Company and possibly others who are not members of the New York Shipping Association execute contracts with the International Longshoremen's Association based on the agreement negotiated by the Association. The recommendations of the Board of Inquiry in this instance, as well as in others, apply equally to such companies and it is anticipated that, as these recommendations are accepted and adopted by members of the Association, they will be similarly adopted by the individual companies.

5. Nothing herein shall be construed as intended to eliminate preliminary steps in grievance procedure prior to arbitration.

B. The Permanent Arbitrator of the Port of New York should be a person of stature in the community whose reputation for fairness and integrity is beyond question. He should be adequately compensated, and his compensation should be provided jointly by the New York Shipping Association and the International Longshoremen's Association.

C. In addition to the duties and responsibilities herein set forth, the permanent arbitrator shall use his best efforts and the influence of his office to maintain peaceful labor relations in the Port of New York and to prevent labor disturbances, work stoppages, and strikes, irrespective of the causes from which they arise.

D. He shall serve as chairman and public member of the Pension and Welfare Funds now in existence or which may come into existence; and such other Funds as may jointly be administered by the International Longshoremen's Association and the New York Shipping Association.

E. As soon as the Permanent Arbitrator is designated, the International Longshoremen's Association shall notify its locals and membership of such action, including information as to the name of the Permanent Arbitrator, his address and telephone number, and such other facts as may be necessary fully to inform all members.

F. The New York Shipping Association shall take similar action with respect to its members.

G. The Industrial Commissioner of the State of New York should meet with representatives of the International Longshoremen's Association and the New York Shipping Association not later than ninety (90) days from the date of this Report for the purpose of ascertaining what has been done to put these recommendations into effect and should make public such information.

3. Fact-Finding Board for the Port of New York within the International Longshoremen's Association

Introduction

It has been a long-standing complaint that individual members and, in some cases, local unions are unable to obtain a fair hearing of their grievances against the International Longshoremen's Association or its officials. There is a widespread feeling among the membership that it is now futile to press a complaint against union practices or against their higher officials.

The Board of Inquiry believes that the recent strike was directly related to deep-rooted internal discussions within the union and to long-smoldering grievances of a large segment of the membership against the International Longshoremen's Association leadership. The absence of adequate procedures to assure a fair and prompt hearing of complaints within the union was one cause of the recent

explosion in the form of a wildcat strike. In addition to the need for procedures to assure prompt justice for the longshoreman who feels he has a grievance within the union, such procedures are required as a matter of justice for the public.

The public interest is abused by conditions which resulted unjustifiably in tying up the Port of New York for twenty-five days. The havoc brought to the Port of New York by the recent strike may be irreparable; the millions of dollars of losses which shipping and other business interests sustained, the great harm and inconvenience to the general public, and the hardships to the members of the families of the strikers themselves cannot be condoned. Machinery should exist for the prompt and fair settlement of all intraunion grievances.

Conclusions

Based on the evidence before it, the Board of Inquiry is prepared to make recommendations to implement the machinery now provided in the International Longshoremen's Association constitution for the filing of complaints against the International Union and its subdivisions and against officers thereof. The Board believes that the establishment of a fact-finding board, whose functions will be set forth below, will go a long way toward removing the internal dissensions which lead to unjustified and recurrent work stoppages on the water front. This new procedure would provide an impartial and orderly method for the airing of intraunion grievances. The Board believes that, if such fact-finding board is established in good faith and accorded an independent status, it will be able to eliminate many wildcat strikes and work stoppages which have plagued the Port of New York for so many years.

The Board fully realizes that its recommendations in this respect are unique in the field of organized labor and are, therefore, not intended to create a precedent applicable to the trade union movement generally. In the Board's opinion they constitute an emergency measure which is required under all the circumstances. It is, however, the sincere hope and expectation of the Board that in time such emergency measures will cease to be necessary, particularly as the democratic processes and machinery come into full play.

Recommendations

1. It is recommended that the International Longshoremen's Association establish a body to be known as "Fact-Finding Board for the Port of New York." This Board shall consist of three public members to be selected from the list of arbitrators maintained by the New York State Board of Mediation. This group consists of public-spirited citizens who are experienced in labor matters.

2. The Fact-Finding Board for the Port of New York shall

have the power to find the facts and make such recommendations as it may deem necessary and proper in any case submitted to it and report both the facts and the recommendations to the Executive Council or other appropriate body of the International Longshoremen's Association. It shall also have the right to make its findings and recommendations public in any case it may hear.

3. The Fact-Finding Board shall be given the authority to hear any complaints or grievances by an individual member or group of members or of any local union against the International Longshoremen's Association or any of its subdivisions and against any officer of the International Longshoremen's Association or any of its subdivisions.

4. The Executive Council of the International Longshoremen's Association shall delegate to such Fact-Finding Board its authority to find facts and make recommendations but shall reserve the power to make final decisions.

5. If a grievance cannot be adjusted within thirty days after the filing of a written complaint under the established constitutional grievance machinery, the party or parties aggrieved shall have immediate recourse to the Fact-Finding Board.

6. As soon as the Fact-Finding Board is established, the International Longshoremen's Association shall notify its locals and membership of such action, including information as to the names of the members of this Board, the address and telephone number of the Board, and such other facts as may be necessary fully to inform all members of the existence of such Fact-Finding Board.

7. The Industrial Commissioner of the State of New York should meet with representatives of the International Longshoremen's Association for the purpose of implementing these recommendations and ascertaining what has been done to put them into effect, and should make public such information.

4. Practices and Procedures within the International Longshoremen's Association

Introduction

In its investigation of the causes and circumstances surrounding the recent strike, the attention of the Board of Inquiry was directed to certain practices and procedures of the International Longshoremen's Association with respect both to the International and local organizations. The testimony indicated that undemocratic and irregular procedures within the union have frequently made it impossible for union members to obtain fair representation and to have their rights protected. It further indicated that resort to work stoppages seemed to workers to be their only effective means of protest against these practices.

The essentials of democracy in a labor union, as in any other institution, consist primarily of recognition of majority rule combined with protection of the rights of minorities. It is the practice and habit of democracy that make it real rather than formal dec-

larations. A labor union which exercises vast powers and wields a far-reaching influence over the lives of its members and the economic well-being of the community must voluntarily assume corresponding responsibilities.

In labor-management relations it is important for both employer and union organizations to provide for satisfactory methods of representation for individual members. Lacking such methods, conflict is bound to exist, which oftentimes will take the form of work stoppages.

The Board's Investigation

The testimony adduced at the public hearings, as well as the information obtained by the Board at private sessions, discloses numerous violations of the International Longshoremen's Association and local constitutions as well as of good trade union practices generally. Such violations, in the opinion of the Board, are undoubtedly among the causes of internal dissension and the consequent lack of confidence in the leadership of the union. In the course of the Board's investigation, it found, among other things, the following:

1. The failure, in a large number of cases, to maintain democratic standards and procedures in conducting the affairs of the local.
2. The failure to hold periodic elections in many local unions. Certain locals have failed to hold elections of officers for a period of ten years or more.
3. The failure of some locals to have bank accounts. One local examined did not have a bank account for the past sixteen years, although this local collects more than \$25,000 a year in dues.
4. The failure for long periods of time to hold regular meetings or special meetings.
5. The failure properly to elect delegates to the Wage Scale Conference. Although the locals are required to elect delegates to the Wage Scale Conference, which is the collective bargaining agency for the union, the Board found that in many of the locals the officers designate themselves as delegates without holding an election or consulting the membership.
6. The failure to keep adequate records, including those dealing with finances. Some locals have no financial records.
7. The failure to bond officers handling funds of locals in accordance with the requirement of the International Longshoremen's Association Constitution.
8. The failure in many cases periodically to have the financial affairs of each local audited by a certified public accountant.
9. The failure of the International Longshoremen's Association to correct conditions whereby its officers may also be employers of that Union's members. For example, when an organizer, who is also president of his local, is also an employer of International Longshoremen's Association labor in connection with a loading business he operates, the incongruous situation

is created wherein the same man is both the employer of labor and the union representative of labor he hires.

Conclusions

The Board finds that internal dissension is one of the important causes of the recurring wildcat strikes and work stoppages on the water front. Unquestionably, it was a powerful motive behind the recent strike. This dissension stems in large part from such irregular practices at different levels of the union as have been described. This in turn leads to the claim on the part of large segments of the union membership that the International Longshoremen's Association is dominated by a small group which is unconcerned with the welfare of the individual members of the union. It is claimed, further, that such group is active at the international, intermediate, and local levels and succeeds in perpetuating its control by undemocratic methods.

The Board finds that there is an urgent responsibility incumbent upon the International Longshoremen's Association to clean its own house. If it fails to fulfill this elementary obligation, it will have failed to do its share in removing causes that produce costly disturbances on the water front.

As a part of its investigation, the Board requested the International Longshoremen's Association and the Strike Committee to submit their own proposed recommendations with respect to the reform of procedures and removal of abuses. The International Longshoremen's Association has submitted a series of proposals; most of these are also contained in the proposals of the Strike Committee. These will be enumerated below and are endorsed by the Board. They are steps in the right direction. The Board expects the International Longshoremen's Association to put these reforms into effect promptly. It also expects the International Longshoremen's Association to remedy such other failures herein set forth as are not covered by its own proposed recommendations.

Recommendations

A. These are the recommendations of the International Longshoremen's Association which are endorsed by the Board of Inquiry:

1. A survey will be made of all locals in the Port. If any local does not come up to the standards of democracy and more specifically the standards set forth herein, it will be ordered to correct forthwith the specific defects which exist and to comply with the minimum standards which the International Longshoremen's Association prescribes. If it fails to do so, the International and the New York District Council will see that the proper reforms are instituted, including reorganization of the local, if necessary, and that disciplinary measures are taken against those failing to comply with the initial directive.

2. The ILA will periodically reaudit and re-examine the administration of the locals to insure that they are maintaining at least the standards which have been set.

3. All locals will be required to observe the following seven minimum standards:

(a) They must keep accurate records particularly those dealing with finances. All locals must have bank accounts for the deposit of the funds of the local in accordance with the ILA Constitution.

(b) The officers handling the funds of each local should be bonded in accordance with the ILA Constitution.

(c) The salaries of the officers should be determined by the local and the minutes should clearly reflect the decision made.

(d) The financial affairs of each local should be audited periodically by a certified public accountant.

(e) Periodic meetings of the membership should be held and a record of the proceedings kept.

(f) All locals should have regular elections for local officers not less frequently than every five years.

(g) The admission of new members to a local should be based on a full written application made on the uniform, official International Longshoremen's Association form and passed upon by a committee selected by the local.

B. The Industrial Commissioner should consult with the appropriate officials of the International Longshoremen's Association not later than ninety days from the date of this report for the purpose of ascertaining what steps have been taken to put these recommendations into effect. The Commissioner should make public such information as he receives.

5. Election of Delegates to Wage Scale Conference

Introduction

The Atlantic Coast District Wage Scale Conference is among the most important functioning bodies of the International Longshoremen's Association. It is the committee which negotiates the collective agreement with the New York Shipping Association.

Results of Investigation

During the hearings, both public and private, the Strike Committee contended that a majority of the delegates to the Wage Scale Conference are officers and business agents of locals who designate themselves as delegates without holding elections and that the right of the membership to elect delegates has been ignored.

The Atlantic Coast District sent written instructions to all locals to call special meetings to elect delegates to the Wage Scale Conference. Many locals completely ignored these instructions. Some delegates representing these locals appeared at the bargaining sessions with letters signed by the officers of their respective locals certifying that they had been duly elected, when in truth and in fact there was no such election. This also was one of the complaints of the Strike Committee.

Recommendations

The Board recommends:

1. All delegates to the Wage Scale Conference should be elected by their respective locals at stated membership meetings, and ample notice of such meetings should be given.

2. All members at such meetings should be afforded the opportunity to nominate candidates for the office of delegate, and each local should keep a record in the Minute Book of such nominations and elections.

3. All delegates elected to the Wage Scale Conference should be certified in writing to the Atlantic Coast District, by the president and secretary of the local, as having been duly elected.

4. No delegate to the Wage Scale Conference should be seated unless there is also presented to the Credentials Committee a statement certified by the president and secretary of the local indicating that the local held an election of officers within the past five years.

6. Port of New York—Atlantic Coast District Voting on Ratification of Collective Agreement

One of the issues alleged by the Strike Committee to be a source of deep-rooted dissension involves the right of ports other than New York's to vote on a collective agreement which applies primarily to the Port of New York.

The Strike Committee complains that this procedure is unfair and penalizes the workers in the Port of New York, since it gives to the workers of other ports the right to pass upon working conditions that pertain only to this port. They point out, for example, that the Port of New York's collective agreement contains a rigging clause which they find objectionable. Rigging is the process by which a ship is put in condition for loading and unloading, such as setting up booms and removing hatch covers. Since it is alleged that such a clause does not appear in the contracts negotiated for the other ports, it is contended that the other ports should not have the right, by their vote, to impose this provision upon the locals of the Port of New York.

The Board's Investigation

The Board's investigation discloses the following facts. The collective agreement, which is negotiated by the Atlantic Coast District Wage Scale Conference (representing the International Longshoremen's Association) and the New York Shipping Association, applies to the Port of New York.

The parties to that agreement are the New York Shipping Association and the International Longshoremen's Association and its affiliated locals in the Port of Greater New York and vicinity. The wage scales negotiated in that agreement set the pattern throughout the Atlantic Coast District, but other terms and conditions of work vary. In fact, each port in the Atlantic Coast District from Hampton Roads, Virginia, to Portland, Maine, negotiates its own contract after the Port of New York contract has been approved. Each of such contracts for the other ports is patterned on the New York contract with respect to wages but is reported to differ from it in respect to working conditions. Hence, the ratification of the collective agreement by the ports of the

Atlantic Coast District is in effect the ratification of a collective agreement which applies to the Port of New York.

Conclusions

It is the Board's opinion that ratification of the collective agreement should be conditioned upon a majority vote of the membership voting from locals in the Port of New York. The Board is also of the opinion that the principle of collective bargaining for, and in behalf of, the whole Atlantic Coast District should not be discarded, since this practice actually sets a uniform wage pattern for all the ports of the Atlantic Coast District. Should this principle be discarded, it is likely that a lower wage scale might subsequently be negotiated for competing ports, and this indirectly might become the means of diverting shipping from New York to other ports, in view of the fact that wages are an essential element in determining costs.

Recommendations

Based on the above findings, the Board recommends that voting by the Atlantic Coast District on the Port of New York's collective agreement, at least with respect to wages, should be continued. However, in the event the vote in the Port of New York is against the collective agreement, such adverse vote should operate as a veto over ratification.

This recommendation is consistent with the provisions of Section 5, Article XXI of the International Longshoremen's Association Constitution, which provides that ". . . Such agreements shall be subject to the approval of the Local, or Locals covered by the agreement, at meetings called in the usual and customary manner of calling special meetings dealing with the business of the Union, upon the usual and customary notice. If more than one Local is covered by such agreement then the aggregate vote cast by the membership of all the Locals shall determine whether such agreement has been approved or disapproved by the membership."

7. Procedure for Balloting on Contract Ratification

Introduction

In the normal processes of collective bargaining a point is reached where the negotiating committees for the employer and union come to tentative agreement on all issues. In most cases such committees must then return to their respective members to obtain final approval of the terms and conditions to be set forth in a new contract. This is in accordance with both the practice and theory of industrial democracy.

In the current investigation, the attention of the Board of Inquiry was directed to the procedures used in the International Longshoremen's Association to provide for a referendum of the membership on the final propositions brought back by its negotiating committee. Charges were made that there are serious, if

not fatal, defects in this machinery. In fact, it was alleged by the Strike Committee during the course of the hearings that these defects were so blatant that the balloting itself was fraudulent and the results thereof should be set aside by this Board. This matter has been taken up in another section of this report.

The Board recognizes that balloting by the union membership on the terms of a newly negotiated agreement is an integral part of collective bargaining. It is generally accepted that a desire to improve wages, hours, and working conditions is perhaps the prime motive for workers joining and remaining members of unions. The secret ballot is the most efficient device which can be used to determine the desires of union members on these issues which are so vital to them. If there are serious defects in administering balloting procedures, it is fair to assume that the membership will lack confidence in the results of the balloting. Equally as important as the machinery itself is the need for union members to understand what they are voting on, for an uninformed membership will be easily misled by persons having ulterior motives.

With all of the above in mind, the Board of Inquiry investigated the actual procedures used by the International Longshoremen's Association following the negotiation of the 1951 agreement.

Results of the Investigation

A good part of the public hearings was devoted to describing the events following the negotiation of the 1951 agreement. The Wage Scale Conference for negotiating this agreement ended on October 8, 1951. Subsequently the terms and conditions of the proposed contract was summarized in a special edition of the International Longshoremen's Association *Longshore News*, which was distributed beginning October 10—one day before the scheduled ratification vote.

The balloting took place on October 11, 1951 between 7:00 a.m. and 6:00 p.m. Under the present system a local union member casts his vote on an unnumbered ballot. He may vote either at his own local or at any other local. While some locals stamp the union book of a member with the legend "VOTED" to indicate that he has cast his ballot, many locals do not take this precaution, and some do not even ask to see the union dues book before handing a member his blank ballot. In most cases there was no record made of those who voted; also, in most cases the supervision of the balloting was not calculated to prevent irregularities. In fact, in one instance, it was testified that because of rain ballot boxes were taken to the piers in order to accommodate some workers.

After the ballots were counted by those in charge, the vote, with some exceptions, was telephoned from the local to the International Longshoremen's Association headquarters, where it was received and recorded on a slip of paper by the International President's Secretary. Thereafter, she handed the slips of paper to the Executive Vice-President of the International Longshore-

men's Association, who in turn handed them to the legislative representative of the union for tabulation on a master sheet. The Secretary of the Atlantic Coast District was present at headquarters while the vote was being recorded, and he testified that he assisted in its recording.

Some of the locals telephoned the result of the balloting to their respective international organizers who, in turn, relayed the result to the International Longshoremen's Association headquarters. The testimony discloses that not a single local in the Port of New York confirmed the telephone report by letter or telegram. The testimony also shows that no permanent record of the result of the balloting was made in the books of the locals examined. Some of the witnesses, officers, and business agents of local unions who testified concerning the results produced small slips of paper and claimed these were the only records which they or their locals had kept.

Conclusions

It is the Board's finding, based on the evidence, that the method of distributing information concerning the terms of the new contract to be voted upon was extremely haphazard. It seems probable, under the circumstances, that many members of the International Longshoremen's Association did not even see the summary in the *Longshore News* before they voted. Moreover, many members of the union are of recent foreign origin and are unable to read English. Because of the short time which elapsed between the conclusion of negotiations and the balloting, many members of the union were not fully acquainted with the terms and conditions of the contract they were voting on.

The Board finds that the present balloting practices for ratifying the collective agreement are unsatisfactory. These practices are loose, haphazard, utterly lacking in uniformity, and lend themselves to irregularities and manipulations. As a rule, there is no way of determining whether a member seeking to vote has previously voted. There are not sufficient precautionary measures to prevent a person from voting more than once. The supervision of the balloting is not calculated to prevent irregularities. The section of this report on "Ratification of the Collective Agreement" includes the findings of Albert D. Osborn, Examiner of Questioned Documents, on ballot box stuffing.

Recommendations

The International Longshoremen's Association recognized several of these deficiencies in balloting practices and at the Board's request submitted a number of proposals to correct them. The Strike Committee also submitted its own recommendations. Attention is directed to the following excerpt from a telegram from the Chairman of the Strike Committee to the President of the United States: "We urge that you, Mr. President, set up an emergency impartial board to review this issue and our needs for honest bal-

loting machinery. If we are thus assured of justice, we will immediately thereupon urge the men to return to work and await and accept a decision of that body”

On the basis of a study of both sets of proposals and its own deliberations, the Board makes the following specific recommendations with respect to the procedure for balloting on the terms and conditions of new contracts:

1. Negotiations between the International Longshoremen's Association Wage Scale Conference Committee and the representatives of the New York Shipping Association should begin early enough so that such negotiations may end not later than two weeks before the termination of the old contract or any extension thereof. At the conclusion of negotiations, the final propositions should be ready for submission to the membership for decision.

2. Between the adjournment of the Wage Scale Conference and the ratification vote, a special meeting should be held at each local to explain to the membership the terms and conditions of the proposed collective agreement.

3. The actual vote of the International Longshoremen's Association membership should be taken not less than ten days after the final proposition has been distributed to the membership.

4. Balloting on the proposed contract should be conducted at central polling places in Manhattan, Brooklyn, Staten Island, and New Jersey, preferably on a Sunday afternoon.

5. Voting machines should be used.

6. Qualifications for voting on the proposed contract should be uniform and clearly specified in advance of such vote.

7. The balloting at each central polling place should be supervised by a committee of not less than six, half of whom should be local union officials and the other half nonofficeholding members. The Wage Scale Conference delegates from each of the respective areas should elect such committee members. The committee supervision, however, should not preclude the attendance of a representative from each local for purposes of observation.

8. A record should be made of all members who vote, by checking their names against the ledger of the local and by stamping their union dues books with an appropriate legend indicating the date and place of the voting.

9. The committee members supervising the election at each polling place shall examine the final result in the presence of each other, and shall report the result to the International Longshoremen's Association by telegram, and shall also certify the report by letter signed by each of them.

8. Employment Conditions and Hiring Practices

Introduction

The record of experience throughout the world indicates that employment conditions among dockworkers, if unregulated, tend to develop the same general characteristics, mainly: 1) a chronic

excess supply of workers for the number of jobs available; 2) unequal distribution of work among those who apply and, hence, unequal earnings; 3) abuses in hiring by those in a position of power which may lead to the "kickback" of wages, "loan-sharking," gambling and other rackets, and large losses to management and consumers from pilferage; 4) the "speed-up" of work and excessively long hours during rush periods, both of which are factors in making the longshore industry an especially hazardous one in which to work; 5) a general lack of regular attachment of workers to particular employers and, hence, little opportunity for the development of mutually helpful and satisfactory relationships between employee and employer.

Recognition of the need for correction of these conditions has led to the introduction of "decasualization" plans in many of the major ports of the world. Although in the Port of New York employers and union leaders have publicly defended the existing "shape-up" system, in recent years modifications have been introduced which limit the number of "shapes" per day to one, encourage giving preference in employment to workers who regularly apply for work at certain piers, and provide to men hired a guaranteed wage for a minimum number of hours.

A related problem growing out of the organization of the job market is the complaint by shipping groups that they do not have the opportunity to exercise their right to select certain key personnel. For example, Recommendation No. 6, relative to hiring, submitted by the New York Shipping Association reads as follows:

Under existing collective bargaining agreements foreman stevedores shall be selected solely by the employer. Despite this provision, the Union insists that the foreman stevedore and key men, before being employed, be approved by them. Thus the employee actually becomes the selectee of the Union.

The employer should not be deprived, under any circumstances, of the right to select his foreman stevedore. He must, however, see that the foreman stevedore shall give preference in hiring to men who have regularly worked on the pier for which they are being hired.

The section of this report entitled "Employment Conditions in the Longshore Industry" includes additional information on this whole subject obtained as a result of the Board's study.

Conclusions

The Board believes that existing employment conditions and hiring practices are a cause of unrest, intraunion difficulties and unsettled labor-management relations. Work stoppages are often the result of these conditions. There is real doubt that the present form of the "shape-up" as it now operates is consistent with the employment conditions required to achieve good labor-management relations. Modification of this hiring system, or possibly alternatives to it, are required if substantial improvement is to be attained, although there are many other factors to be considered under "regularization". In arriving at this conclusion the Board

wishes to emphasize that it is not thereby recommending or endorsing any particular system of "decasualization."

The Board found to be true the allegations that the steamship and stevedoring companies do not usually succeed in exercising their right under the contract to select certain key personnel for supervising jobs involving a large degree of management responsibility. That the employers in this industry are not able to exercise their prerogative of selection of such personnel is partly their own fault; they have, by and large, been complacent about conditions on the water front.

The lack of freedom of choice on the part of employers in the selection of foreman stevedores, in contradiction of the terms of the contract, reflects serious shortcomings in the system of hiring and employment on the water front. Employers in the shipping industry should have and should exercise the normal rights of employers in the selection of their employees, particularly of supervisors and those with a high degree of responsibility for the performance of managerial functions.

The Board believes that the system of employment, including hiring practices, wage-payment practices, the distribution of work, determination of the size of the work force, and related problems on the water front, is in need of a more thorough and extensive investigation than the Board has been able to make in the limited time available.

The Board of Inquiry has been advised that the New York State Crime Commission is now making an extensive study and investigation of this field. Accordingly, it is the Board's opinion that it would better serve the public interest to refrain from making specific recommendations on this subject.

9. Public Loading

Although the Board did not hold public hearings on the subject of public loading, it examined witnesses and obtained considerable information concerning the problem through its private investigations.

By public loading is meant carrying or lifting cargo discharged from a vessel, from a pier to a truck or other vehicle. Unloading is the reverse.

Some of the facts which the Board has accumulated indicate that shipping—both imports and exports—is being diverted to other ports and that one of the factors causing this diversion may be the public loading practices in the Port of New York.

The public loaders at the piers are not employees of the steamship companies or of the trucking companies. They are independent contractors. However, they are all members of the International Longshoremen's Association.

They operate on city-owned piers leased to shipping companies, as well as on privately-owned piers. They do not pay rent nor do they operate on the piers under any lease or written agreement from the owners or lessee of the piers. The Board is informed that historically public loaders acquired their operating rights by rea-

son of force and intimidation, and that they maintain their position in the same fashion.

The public loaders post a schedule of rates for loading. There are no fixed rates for unloading. Often the charge is whatever the traffic will bear.

Loading services are compulsory. Regardless of whether the public loaders are needed or wanted, they receive their scheduled rates on every pound of cargo that is lifted from a pier and loaded on to a truck or other vehicle. Hence, the public loaders have placed themselves in a position whereby the private property of shippers cannot be moved or lifted by the shippers and their employees without the payment of the loading charge. The Board is informed that at Boston and Philadelphia the owners or lessees of the piers provide the necessary labor for loading and unloading whenever the shipper requests such labor. Shippers can use their own men as loaders if they so desire. Such is not the case in New York.

Unloading services are optional. In performing unloading services the public loaders frequently use the lifting machinery and equipment belonging to the steamship and stevedoring companies; and the Board is informed that while the shipping companies allow public loaders in some instances to use their equipment, they do not accord this privilege to others who do not wish to avail themselves of the services of the public loaders.

Many of the public loaders who operate on the piers have criminal records. In many instances they are the real bosses on the piers, and are in a position to promote work stoppages at any time it serves their purposes.

The Board has been informed that in many cases payments are demanded in cash and that in numerous instances the public loaders have demanded additional payments above and beyond the published rate schedules.

The Board has obtained information that there have been many complaints against abuses, overcharges, and discriminatory practices of the public loaders and the resultant high cost of their demands. There is also information that the practices of the public loaders have caused some importers and exporters to use Baltimore and other ports instead of New York.²

Public loaders are elusive and hard to identify when shippers or truckers seek to press complaints against them for overcharges or discriminatory practices. Many of the public loaders do not keep adequate books and records of their transactions.

The Board sought the views of the New York Shipping Association and of other representatives of shippers concerning the public loaders and public-loading practices. For the most part, such groups declined to comment or washed their hands of the problem, giving as their reason the claim that loading is a function performed after the responsibilities of the shipping agencies have terminated.

The Board believes that public loading in the Port of New York

² See Appendix for supporting data.

is a problem that requires more searching and extensive investigation. Since the Board has been advised that the New York State Crime Commission is now conducting such an investigation, the Board believes that it would better serve the public interest to refrain from making specific recommendations on this subject.

10. Discrimination because of Participation in the Recent Strike

Introduction

All parties should exercise restraint as a necessary step in restoring peaceful labor relations on the New York water front.

By eliminating the causes of intraunion factionalism, the officials of the International Longshoremen's Association would perform an act of wise leadership beneficial to their Union and the public. There is no surer way to perpetuate factional strife and the damaging consequences that flow from it than to discriminate in any way against members or officials of the Union because of their participation in the recent strike.

The Board does not suggest that the International Longshoremen's Association discard the principle of discipline with respect to future misconduct. However, it wishes to remind the Union that when the Board succeeded in persuading the strikers to end their strike and return to work, the strikers did so on the assurance of the Board's recommendation that there should be no discrimination against any union member because of his participation in the recent strike.

Recommendations

The Board, therefore, recommends that there shall be no discrimination of any kind either by the International Longshoremen's Association, including its subdivisions, or by the New York Shipping Association against any union member or any union official because of participation in the recent strike.

The Board calls attention to the statement by the Chairman of the New York State Board of Mediation issued to the press on November 1, 1951, in the presence of and with the acquiescence of the International Longshoremen's Association President and other top-ranking officers. This statement which is quoted in full in a footnote in the following section of this Report contains the following sentence: "The International Longshoremen's Association, AFL, the union involved in this dispute, has pledged to me that it will be bound by whatever recommendations the Board of inquiry makes."

11. Implementation of the Board's Recommendations

Introduction

The Board of Inquiry believes that it is to the best interests of the public as well as of the parties concerned that such parties

accept the Board's recommendations as a major step toward improving conditions on the water front.³

Formal approval, however, is not enough. Affirmative action should be taken at the earliest possible moment to implement the Board's recommendations.

Recommendations

The Board recommends that the Industrial Commissioner of the State of New York meet with representatives of the parties at a very early date, and from time to time as is necessary, to assist in implementing the Board's recommendations.

The Board of Inquiry also recommends that the Industrial Commissioner ascertain what has been done to put the Board's recommendations into effect and that he make public such information from time to time as he sees fit. The Board recommends further that the Industrial Commissioner should prepare and publish a summary of such progress not later than ninety days from the date of this report.

12. Related Problems

In addition to the matters on which the Board has presented conclusions and recommendations, it recognizes additional problems to which it calls attention.

Communism

The Board believes that in some quarters there have been impressions that the recent strike was Communist-inspired. The Board makes brief reference to this situation in order to dispel this erroneous belief.

The Board found both the International Longshoremen's Association and the Strike Committee singularly free from communistic influence. There are a few scattered communists and "fellow-travelers" in the International Longshoremen's Association, but

³ The following is a statement issued to the press November 1, 1951, by Merlyn S. Pitzele, Chairman, New York State Board of Mediation:

A special Board of Inquiry, established under the Law of the State of New York, will take jurisdiction over the dock strike affecting New York port facilities. Pursuant to the Law, I am certifying to Edward Corsi, Industrial Commissioner of the State, that an emergency has been created by the continuance of this dispute and that the normal processes of mediation should be superseded by appointment of a special board.

The International Longshoremen's Association, AFL, the union involved in this dispute, has pledged to me that it will be bound by whatever recommendation the Board of Inquiry makes. The Board of Inquiry will have extraordinary powers, among them the authority to subpoena documents and individuals to aid it in its work.

Governor Thomas E. Dewey has been informed of this action and will be consulted further by Commissioner Corsi before any other announcement will be made.

I have been assured by the appropriate official of the Federal Government that no action is contemplated by Washington which will impair the jurisdiction, authority, or standing of the Board of Inquiry.

The New York State Board of Mediation will make all of its facilities, staff and experience available to the Board of Inquiry. I am certain that every citizen of good-will who may be able to aid the Board of Inquiry will join us in offering the Board of Inquiry all the assistance and cooperation it may request. The sole aim of this endeavor is to get the Port of New York back to work and keep it working.

these are not sufficiently numerous or concentrated to dominate the policy of a single local. In this respect the International Longshoremen's Association is deserving of commendation. It has pursued a diligent anti-Communist policy and has succeeded in warding off Communist infiltration. This is an important achievement in a critical industry such as this.

As far as the Board could determine, none of the 23 members of the Strike Committee are Communists or former Communists. While there is some evidence that communists vociferously supported the strike, it is clear that such support was wholly unsolicited by the Strike Committee.

Criminal Activities

The Board has concerned itself with labor-management relations and with the causes and circumstances of the recent strike and, in the process of its study, was keenly aware of criminal activities frequently alleged to have taken place on the water front. Among the most notorious of these were pilferage, extortion, "kickbacks," and "loan-sharking."

The Board calls attention to the fact that criminal activities are economically injurious to the Port of New York and may threaten its pre-eminence as the leading port of the United States. The presence of rackets and other undesirable elements on the water front is a standing invitation to other criminal elements to become a part of the system. It is clear that if pilferage, extortion, "kickbacks," and other rackets, and resultant excessive charges are allowed to continue and grow, they will force a substantial part of shipping, both import and export, to be diverted to other ports with injurious consequences to the economy of the City and State of New York.

There is, however, another side to crime and criminals on the water front. The Board has evidence that a number of organizers, public loaders, hiring bosses, and others in the International Longshoremen's Association have substantial criminal records. The Board can understand men working on the water front who have run afoul of the law and are in search of an opportunity to earn an honest living and to support their families. The Board is concerned, however, with the explanation it received that one of the reasons for the utilization in key positions of so many men with criminal records is to enforce a strong-arm system for domination of the water front. For the most part such key positions cannot be attained without the approval or support of the International Longshoremen's Association. Furthermore, in many instances, the utilization of men with substantial criminal records in positions of authority cannot prevail unless condoned by the business interests involved.

The present system tends to create a state of fear on the part of union members and employers and curtails such freedom of expression and of action as are necessary and desirable in order to bring about the needed reforms of the water front.

Complaint by Local 968

The Board has heard charges of discrimination against Negro longshoremen and against the members of Local 968. Local 968 is composed of Negro longshoremen, although there are also Negro members in other locals. The officers of Local 968 complain of so-called "hiring clubs" which exact a tribute or "kickback" of \$1.00 for each work assignment obtained in any given day even if the work is for only four hours. The officers of Local 968 also maintained that their local is at a disadvantage because it is without jurisdiction over a pier and that their members are compelled to wander from pier to pier in search of employment. They also claim that when work is obtained it is generally of the kind that other longshoremen do not care to handle, namely, cargo that is exceptionally heavy, risky, or injurious to health.

The problem is not a simple one. It is related to surplus labor supply and the present hiring system, both of which facilitate discrimination. Activities of "hiring clubs," whether operated as a racket or as a device to enable individuals to obtain employment, reflect shortcomings of the hiring system for longshoremen. There is no justification for conditions which require use of a "hiring club" to enable a longshoreman, irrespective of race or color, to obtain a job. Racial discrimination of any kind has no place within a union or in labor-management relations. Existence of such practices provides the basis not only for worker dissatisfaction but also for Communist propaganda.

Concluding Observations

The causes of the work stoppage of October 1951 cannot be understood fully if each alleged cause is examined alone and without reference to the whole system of which it is a part. Although it is beyond the scope of the assignment of this Board to recommend the correction of all shortcomings on the water front, the Board feels that certain general observations going beyond its foregoing conclusions and recommendations are required.

Longshore operations occur in a tough industry. The water front has unique problems not found elsewhere to the same degree. Serious abuses have occurred. It is not always correct, however, to assume that such abuses prevail continuously and throughout the entire water front. There have been some improvements and there are bright spots in the picture in the determination of individuals and groups to achieve further improvement.

By and large the representatives of the International Longshoremen's Association and of the shipping industry have expressed satisfaction with the system and have sought to minimize or explain away its shortcomings. By and large the attitude of these key groups has been that the basic elements of the system are sound and that everything would be satisfactory except for the action of some dissident groups, or violations of the contract, or abuses of leadership. In large measure even the members of the Strike Committee, more critical of the system than were the rep-

representatives of the International Longshoremen's Association and of the shipping industry, failed to criticize certain of the serious shortcomings of the present system.

The nature of the dispute investigated by the Board was such as to high light union practices and attitudes more than those of the shipping industry. Although the time available and the nature of its assignment did not make it possible for the Board to explore fully the position of all elements of the shipping industry, the Board was disturbed by some of the impressions it received. Substantial sectors of the shipping industry seem to the Board to condone as satisfactory, from a business standpoint, practices and abuses which cannot be justified from a moral standpoint. This may be due to apathy, to fear of reprisals, or to financial advantages.

In any event many of the conditions on the water front are a sad commentary, not only on the business and labor organizations which have been responsible for or have tolerated them but also on the governmental and community forces which have permitted them to exist.

In adding its findings and recommendations to the many reports previously made on labor conditions in the Port, the Board has sought to avoid repetition of platitudes and mere cliches. It recognizes that its findings are not altogether new and startling. Nevertheless, there is merit in repeating conclusions which point to the real source of problems, since the process of repetition itself helps to underscore the need for reform. Furthermore, the Board has not confined itself to criticisms but has formulated constructive recommendations.

Inevitably, the Board in its report has emphasized material conditions and man-made practices which go to make up the present-day conditions in the Port of New York. These circumstances, however, by no means account for all that makes life in the Port what it is and may become.

Emphasis on material aspects of collective agreements and intra-union problems should not be interpreted as minimizing the need for increased emphasis and recognition of educational, moral, and spiritual values. Without recognition of such values all the grievance procedures and material benefits invented by the mind of man will not achieve peace on the water front.

III. COLLECTIVE BARGAINING IN THE LONGSHORE INDUSTRY

History of Labor-Management Relations

The first collective agreement between the Port of New York employers as a group and the International Longshoremen's Association was signed in 1916.¹ At that time the union organization covered a substantial part of the longshore industry in the Port

¹ See agreement between the Standing Committee of Deepwater Steamship Lines and the International Longshoremen's Ass'n, 1916.

but not all of it. After World War I the union membership included practically all of the regular longshoremen in the Port.

After the first agreement was signed there followed a period of thirty years in which the International Longshoremen's Association and the New York Shipping Association were able to reach agreements with no major strikes.

In the fall of 1945 the first major strike since the beginning of collective negotiations started as an unofficial protest against the terms of a proposed new agreement. The union leaders finally approved the walkout and made it an official strike which was settled by recourse to arbitration. The arbitrator was Mr. William H. Davis and the terms of his award gave the union membership marked advantages over their previous agreement.² Among the major changes were: a twenty-five cent-per-hour increase, reduction in the number of shape-ups per day to two, and the introduction of a vacation plan for workers who had worked 1,350 hours during the course of a year.

As a result of the award of a vacation plan, the New York Shipping Association established a Central Records Bureau for the purpose of collecting the necessary information in order to administer the plan. The establishment of this bureau marks a major step in the development of a reliable source of information on earnings and hours of workers employed in the longshore industry.

Another major work stoppage occurred in 1948. The principal cause of the stoppage was the application of the Federal Wage and Hour Act governing the payment for overtime work as interpreted by the United States Supreme Court in the cases of Bay Ridge Operating Company v. Aaron and Huron Stevedoring Corporation v. Blue.³ With the concurrence of management, the union insisted that payment for overtime in the longshore industry should start after a worker had completed eight hours of work in a day rather than forty hours in a week. At the outset of this work stoppage, the President invoked the Labor Management Relations Act and declared a national emergency. During the eighty-day period in which the emergency ruling was in effect, negotiations for a settlement of the dispute proceeded but arrived at no solution. After the eighty-day period and the expiration of the injunction, there was a general work stoppage in the Port. This was finally ended by a promise of the federal administration to seek an amendment to the Law. Such an amendment to the Federal Fair Labor Standards Act was subsequently passed in 1949.

In addition to these two port-wide stoppages since World War II, there have been a number of others of lesser significance prior to the 1951 unofficial stoppage. Table I shows those which involved the loss of time for at least one day on the New York side of the Port, together with an estimate of the total man-days lost for the

² Copy of the award, Dec. 31, 1945, was made available to this Board of Inquiry by Mr. Davis.

³ See copy of a joint letter to President Truman signed by J. P. Ryan for the International Longshoremen's Association and J. V. Lyon for the New York Shipping Association, dated Oct. 9, 1948.

period since January, 1946. The eighteen known stoppages, including the 1951 general walkout, caused an estimated loss of 512,914 man-days.

Table II shows the detailed information available with respect to the issues and locals involved in each of these nineteen stoppages. The principal issues in the port-wide stoppages concerned the wages and welfare provisions of the collective agreement. The minor stoppages seem to have resulted from a variety of localized disputes.

TABLE I

**Number of Work Stoppages* Affecting Piers on the New York Side of Port of New York in which Longshoremen, Checkers, and Maintenance Workers Were Involved.
Jan. 1946 to Nov. 15, 1951**

Year	No. Stoppages	Estimated Man-Days Lost
1946	3	18,000
1947	2	17,000
1948	2	271,000
1949	3	500
1950	3	800
1951 (to Nov. 15)	5	206,000
	18	513,300

* A work stoppage includes cessations of work as a result of disputes between management and labor or because of internal union dissension that result in lost time for at least one work day.

Information on work stoppages for periods of less than one day and on stoppages affecting only New Jersey piers was not available at the time this report was prepared.

TABLE II

Piers Affected and Issues Involved in Work Stoppages on Piers on New York Side of Port of New York in Which Longshoremen, Checkers, and Maintenance Workers Were Involved Jan. 1946 to Nov. 15, 1951

Date	Company Affected	ILA Locals	Issues	Man-Days Lost
1946 7/10-15	S.I. Piers 16-21 and N.R. Piers 56-62	Various	Union rivalry or factionalism	12,000
8/8-10	Piers 60-62, NYC	791	(Wildcat strike)	800
8/20-22	N.Y. Shipping Ass'n, NYC	Various	Vacations (wildcat)	5,000
1947 8/6-8	Atlantic Gulf & W. Indies Steamship Co.	Various	Working conditions	700
8/20-25	Longshoremen, NYC	791	Intraunion disagreement— wage increase	16,300
1948 6/6-8	Yugoslav Vessel (Radnik) NYC	327 - 338	189
11/10-27	Longshoremen, NYC	Various	Wages, etc.—contract renewal	270,700
1949 5/31-6/2	U.S. Maritime Commission Luckenback Steamship Co. Brooklyn	Various	300
8/4-8	Hercules Maintenance Co., Bklyn	338	No. of men to be employed on job	45
8/29-29	John J. McGrath Corp., NYC	824	Attempt by company to split one gang	150

TABLE II—Continued

Date	Company Affected	ILA Locals	Issues	Man-Days Lost
1950 2/2-5	Cunard Line, NYC	791	Protest against alleged shift from one pier to another	200
9/29-10/3	Cunard White Star, Ltd., NYC	791	Assault charge against union member by company guard	450
11/7-9	T. Hogan & Sons, Inc., NYC	791	Assignment of certain work to steward; settled by taking work away from steward	120
1951 1/2-3	Isthmian Line, Brooklyn	Various	Protest against article in <i>Bklyn Eagle</i> about union leader	110
1/13-16	T. Hogan & Sons, Inc., NYC	791	Work assigned to supt.	400
3/20-25	Grace Line, NYC	895 - 1346	Company moved to another pier	1,200
9/18-18	Bull Lines, Brooklyn	Various	Seniority and Jurisdictional Dispute within ILA	400
10/15-11/9	Stevedoring Industry, N.Y. Brooklyn, Staten Is.	327, 338-1, 791, 824, 856, 808, 895, 968, 1124, 1258	Insurgent protest against terms of contract	203,700

Source: Division of Research and Statistics, Department of Labor, State of New York.

The 1951 Negotiations.⁴

The agreements covering the major crafts which load and unload ships, i.e. longshoremen (general cargo), checkers and clerical workers, cargo repairmen and general maintenance workers, all expired on September 30, 1951. In order to get negotiations under way for new agreements, the Atlantic Coast District officers on August 10 notified all locals in the ports from Hampton Roads, Virginia, to Portland, Maine, to elect delegates to the District Wage Scale Conference Committee and that this committee would convene in New York on September 4th.

On this date, the Committee, consisting of some 125 delegates representing about sixty local unions, met and began to formulate proposals for changes in the agreements. This process involved the division of the general Committee into four subcommittees corresponding with the four major crafts. Each subcommittee worked on a consolidation of proposals submitted from the Local Port District Councils representing all locals of the craft in each port. Proposals from Canadian ports were not considered since locals in these ports work under agreements negotiated with Canadian employers in accordance with the laws of that country.

In the meantime, the sixteen-man Conference Committee of employer representatives, including the Chairman of the New York Shipping Association, also began work on a list of proposed changes in the agreements.

Negotiations between the parties began on September 8th and continued until September 24th with considerable progress having been made. By this time it became apparent that negotiations could not be completed in time for ratification of new agreements prior to September 30th. The membership on both sides was asked to approve temporary extension of the 1949-1951 agreements pending submission and approval of new agreements. Both sides approved such an extension and negotiations were finally completed on October 8th.

When negotiations were completed the local union representatives on the Wage Scale Conference Committee agreed that the terms of the agreements should be referred to local membership on October 11th for their approval. A special edition of 60,000 copies of the *Longshore News*, official International Longshoremen's Association publication, was prepared for the purpose of summarizing the changes in the General Cargo Agreement. Copies were distributed to local unions on October 10th and 11th.

The vote on ratification of the new agreements was conducted by the International Longshoremen's Association locals in the Port of New York and elsewhere in the Atlantic Coast District on October 11th. The reported results, both in the Port of New York and throughout the District, were approximately two to one in favor of approval. There were, however, several locals in the Port

⁴ The information for this section is based mainly on the public testimony presented to the Board of Inquiry and on the exhibits presented to the Board.

of New York which voted against approval of the agreement, and a majority in all four locals in Boston voted "no."

The result of each local's vote was tabulated by local union officials and the results were telephoned to District headquarters in New York City on the night of October 11th. On completion of the tabulation, the officers of the Atlantic Coast District dispatched a telegram to the New York Shipping Association notifying it of the results of the vote and indicating that the proposed agreement had been accepted by the union.

The New York Shipping Association on the following day notified its membership of the results of the union vote and indicated that the terms of the new agreements should be put into effect retroactive to October 1st, as soon as possible, except for those changes which required approval of the Wage Stabilization Board. Since the wage increase and the increased contribution to the Welfare Fund provided for in the General Cargo agreement were calculated by the parties to be exactly the maximum allowed by the Wage Stabilization Board rules, wages paid to longshoremen were increased immediately retroactive to October 1st. Increases provided in the other agreements, along with certain additional benefits, were submitted to the Wage Stabilization Board since there was some question about whether or not these were within the prescribed limits.

On October 15th an unofficial work stoppage started on the piers worked by Local 791 in the Chelsea section of Manhattan. This stoppage spread to other piers worked by the other locals that had voted against the acceptance of the new agreement. Within approximately seven days practically all longshore work in the Port of New York was stopped, except for the work at government piers operated by the United States Department of Defense. Locals in the Port of Boston also stopped work.

The membership of the local unions on strike at one of several meetings that were held formed a Strike Committee of about twenty-five men to represent their interests in dealing with public agencies and officials of the International Longshoremen's Association. This Committee selected a chairman and cochairman as its chief spokesmen and also acquired legal counsel. Several members of this Committee usually accompanied its chairman and counsel to meetings and conferences.

Representatives of the Federal Mediation and Conciliation Service were dispatched to New York and tried unsuccessfully to persuade the men to go back to work. After the Federal Mediation men had left the scene, the State Mediation Board also tried without success for four days to bring the parties to an agreement. On November 1st the Chairman of the State Mediation Board, in accordance with the provisions of Article 22 of the New York State Labor Law, certified to the Industrial Commissioner that "its efforts to effect a voluntary settlement of the dispute have been unsuccessful." The Industrial Commissioner then appointed a Board of Inquiry to investigate the causes and circumstances involved in the dispute. The Board was sworn in at noon on No-

vember 5th and succeeded in persuading the Strike Committee at 1:00 a.m. on November 9th to recommend an immediate return to work.

As pointed out earlier, the principal groups of workers covered by the agreements negotiated in October were the longshoremen, checkers and clerical workers, cargo repairmen, and general maintenance workers. These were also the groups involved in the work stoppage. Other International Longshoremen's Association locals representing marine workers (warehousemen, engineers, men on lighters and tugboats, and railroad marine workers) were not directly involved. These and other groups of workers, of course, were affected by the general tie-up of shipping, the congestion of goods on docks and in warehouses, and the diversion of shipping from the port of New York to other Atlantic coast ports.

The 1951 Collective Agreement.⁵

Although several agreements between the International Longshoremen's Association and the New York Shipping Association expired at the same time, the chief issues in the 1951 controversy centered on the provisions of the general cargo agreement. For present purposes, therefore, a brief summary of the changes in this agreement as compared with previous agreements will provide an essential part of the background necessary for an understanding of the issues.

1. Wages.

A wage increase for general work of ten cents per hour was negotiated. In addition, employers agreed to pay one and a quarter cents per hour to the welfare fund, making the total welfare fund contribution five cents per hour. The following table shows the new wage rates compared with the old.

Wage Changes Made in 1951 General Cargo Agreement Covering Rates for Work on General and Special Cargoes Compared with the 1950 Agreement

Type of Cargo	Hourly Rates 1951 Agreement		Hourly Rates 1950 Agreement	
	Straight time	Overtime	Straight time	Overtime
General Cargo ...	\$2.10	\$3.15	\$2.00	1½ times
Bulk cargo, etc...	2.15	3.22½	2.05	straight
Cement and lime				time
in bags	2.15	3.22½	2.05	rate
Wet hides, cashew				
oil, etc.	2.25	3.37½	2.15	
Refrigerator cargo	2.30	3.45	2.20	
Kerosene, etc. ...	2.30	3.45	2.20	
Explosives	4.10	6.15	3.90	
Damaged cargo ..	4.10	6.15	3.90	

Source: Special Edition of *Longshore News*, Oct. 10, 1951, and *Monthly Labor Review*, Vol. 73, No. 2, August 1951, p. 171.

2. Men working on Saturday, Sunday, and Holidays during the noon meal hour shall be paid double the straight-time hourly rate.

⁵ Information in this section is based on testimony before the Board of Inquiry and exhibits presented to the Board. The summary of the terms of 1951 agreement is based largely on the *Longshore News*, Oct. 10, 1951, and the previous agreement.

3. Shaping time and notification for work shall be as follows:
 - A. For work from Monday to Friday (inclusive)
 - (a) Between 8 a.m. and 12 noon or between 1:00 p.m. and 5:00 p.m.—there shall be one shape a day at 7:55 a.m.
 - (b) Men employed on the premises between 8 a.m. and 12 noon shall be notified at 12 noon whether or not they are to be re-employed at 1 p.m.
 - (c) For 5 p.m., 6 p.m., or 7 p.m. start—men are to be notified: (1) in sections of the Port where channels are already established, through such channels, and (2) in all other sections of the Port, through channels that must be established by agreement of the parties concerned.
 - (d) Men who worked the previous night and are wanted to resume work at 7 p.m. shall obtain their orders not later than 4 p.m. through established channels to be agreed upon between the parties.
 - (e) Men employed between 8 a.m. and 12 noon who continue working through the meal hour and are relieved at 1 p.m. shall be notified prior to 1 p.m. that they are finished for the day, or if ordered back at 2 p.m. shall receive three hours' pay at the straight-time rate, except that in the event work during the afternoon period is prevented by weather conditions or the ship or the hatch in which the men are employed completes discharging or loading in less time, they shall receive a minimum of two hours' pay.
 - B. Work on Saturday, Sunday, or a legal holiday—If a ship was worked at the pier on the previous day, men are to be notified on the previous day: (1) in sections of the Port where channels are already established, through such channels, and (2) in all other sections of the Port through channels that must be established by agreement of the parties concerned. This rule applies to the employment of additional men required by the employer.
 - C. On a Saturday or a legal holiday, preceded by a day on which no ship was worked at the pier—7:55 a.m.
 - D. On a Sunday preceded by a day on which no ship was worked at the pier—7:55 a.m. of the preceding Saturday.
4. Men employed from Monday to Sunday inclusive shall be guaranteed four hours' pay for the period between 8 a.m. and 12 noon regardless of any condition.
5. Men re-employed at 1 p.m. from Monday to Sunday inclusive shall be guaranteed four hours, with the exception of the finish of the hatch or of a ship (or upon the shifting of a ship to drydock or to another terminal in the Port) or weather conditions, when they shall receive a two-hour minimum.
6. Men hired for 1 p.m. from Monday to Friday inclusive who have not worked in the morning shall be guaranteed four hours.
7. Men hired for 1 p.m. on Saturday, Sunday, or a legal holiday who have not worked in the morning shall be guaranteed four hours regardless of weather conditions.

8. Men re-employed at 7 p.m. from Monday to Sunday inclusive who have worked during the day shall be guaranteed four hours' pay, except that they shall receive two hours' pay if work is stopped because of weather conditions, the finish of a hatch or a ship, or upon the shifting of a ship to drydock or to another terminal in the Port.

9. Men who have been ordered to report for work from Monday to Sunday inclusive at 5, 6, or 7 p.m. and have not worked during the day shall receive a guarantee of four hours' work.

10. Men re-employed at 1 a.m. from Monday to Sunday inclusive shall receive a guarantee of four hours with the exception of weather conditions or the finish of the hatch or of a ship when they shall receive a two-hour minimum.

11. Rigging upon arrival or starting of a ship or a hatch or rigging a heavy lift boom may be performed with a minimum gang of seven men including the hatch foreman, four dockmen and two holdmen prior to 8 a.m. for work starting at 8 a.m. Unrigging upon finishing of a ship or a hatch or a heavy lift boom may be performed with the number of men required by the employer (after the beams and hatches have been replaced by the full gang), provided the minimum employment periods have already been worked. Rigging upon arrival or starting of a ship or a hatch shall include the removal of beams and hatch covers. Men employed in rigging shall not load or discharge cargo unless and until made part of a gang. Men are to be employed for each hatch and to work on one hatch only.

12. The 800-hour eligibility requirement in the Welfare Plan Agreement is to be reduced to 700 hours. Also the Trustees are to be empowered to review the case of any man who worked between 650 and 700 hours and consideration shall be given a man's previous work record; the decision rendered by the trustees shall be final. An additional employer contribution of $1\frac{1}{4}$ cents per hour to the Welfare Plan Fund shall be made retroactive to October 1, 1951.

13. One week's vacation for 700 hours of work; two week's vacation for 1,200 hours of work.

14. On Monday to Sunday, inclusive, where two or more gangs are working, at least one cargo repairman shall be required for each ship.

15. Both sides have agreed on the appointment of small joint subcommittees on work stoppages and the handling of rubber and ores. Any findings of said subcommittees are to be retroactive from October 1, 1951.

The welfare program referred to in Item 12 above is financed by employer contributions which, under terms of the 1951 negotiations, amount to five cents per hour worked, including both regular and overtime hours.⁶ According to an announcement of the

⁶ For a summary of the provisions of the welfare program, see *Monthly Labor Review*, Vol. 73, No. 2, August 1951, pp. 173-176.

International Longshoremen's Association President, on December 9, 1951,⁷ the additional contribution of 1¼ cents will make it possible to increase benefits provided on and after January 1, 1952. The principal features of the Welfare Program at the present time, therefore, are:

1. *Life insurance*—\$2,000 straight life and \$4,000 for accidental death. This is \$500 more straight life and \$1,000 more for accidental death than was provided prior to January 1, 1952.

Pensioners beginning January 1, 1952, will also be covered by a \$500 life insurance policy.

2. *Accident and sickness benefits**—\$30 for thirteen weeks.

3. *Surgery*—Benefits for the worker and members of his family have been increased from \$150 to \$210 maximum for each operation.

4. *Hospitalization*—Up to \$8 a day for thirty-one days. The new program also includes maternity benefits of \$80 for hospitalization and \$70 for doctor's fees.

In addition to these welfare programs, the 1949-1951 agreement provided for establishment of a pension plan with employer contributions of five cents per hour to begin on January 1, 1950. The provisions of the plan are administered by a joint committee of employers and union representatives. Beginning January 1, 1951, the plan provided for payments of \$35 a month, in addition to federal old-age benefits, to employees aged 65 with 25 or more years of employment in the longshore industry. Disability pensions are paid to employees 45 years or older with 15 years of service.

Collective Bargaining Machinery.

1. Employers^s—on the employers' side, the negotiation of agreements with the International Longshoremen's Association has been carried on since 1916. Since 1932 the majority of employers have carried on their collective bargaining through the New York Shipping Association. Most of the activities of the Association in fact have to do with negotiation of agreements, and the settlement of disputes that arise from time to time between members and the union, and the administration of welfare and other plans provided for under the agreement.

The composition of the Association, which had 161 members as of December, 1951, was as follows:

Steamship Lines and Agents.....	66
Contracting Stevedores	58
Contracting Cargo Repairman.....	1
Contracting Checkers and Clerks.....	15
Contracting Maintenance Agencies.....	2
Contracting Marine Carpenters.....	19

⁷ See *New York Times*, Dec. 10, 1951, p. 51.

* Benefits under the accident and sickness plan will not be paid if the worker is covered by workmen's compensation or unemployment insurance.

^s Source: Statement of New York Shipping Association and testimony before the Board of Inquiry by officials of the Association.

The membership of the Association represents a large majority of deep-water employers, employing longshore labor and affiliated crafts. In fact, there is only one large employer of longshoremen in the Port of New York who does not belong to the Association.

The Conference Committee consists of fifteen representatives of the membership plus the chairman of the Association, who also serves as chairman of the Committee. Counsel for the Association and the assistant to the chairman also attend the meetings, although they are not voting members of the Committee. Proposals for changes in the agreements are collected by the Committee and formulated into a statement presented to the union's Wage Scale Conference Committee. As negotiations progress and the points at issue become clarified, the Committee is usually given the power by the membership to submit final "propositions" and to sign an agreement. It has always been the contention of this Committee that it bargained only for employers in the Port of New York.

Since 1945, when a vacation plan was put into effect under the terms of an arbitration award, the Association has maintained a Central Records Bureau to compile information and to help administer the vacation and welfare program. By compiling the necessary information the Bureau helps to determine employee eligibility under the various vacation and welfare plans. It also makes certain social security reports required of employers. Decisions of the Joint Labor-Management Boards of Trustees on Pensions and on Welfare set up to administer these programs are carried out with the assistance of the Bureau and the office of the International Longshoremen's Association.

2. Union⁹—The conduct of collective bargaining negotiations and ratification of agreements in the Port of New York involves the following organizations and actions on the union side:

(a) Formulation of "demands" by local unions in each port and consolidation of these demands by the local District Councils;

(b) Formulation of a proposal for the entire Atlantic Coast District and negotiation of a proposed agreement by the District Wage Scale Conference Committee;

(c) Vote by the Wage Scale Conference Committee on the employers' proposition and submission of recommendations to the local membership;

(d) Referral of the entire proposal to membership of all local unions in the District for ratification by a "yes" or "no" vote under the supervision of the local unions.

This machinery is partly provided for in Article XXI of the International Constitution. A brief description will suffice to indicate the procedures involved in working out agreements.

All local unions of the International Longshoremen's Association are divided into four geographic groups, of which the Atlantic Coast District is one. This district covers locals in ports from Cape Hatteras north on the Atlantic Coast including those in

⁹ Based on testimony before the Board of Inquiry, the International Longshoremen's Association constitution and discussions with informed persons.

Canada and Newfoundland. One of the chief functions of this district organization is to carry on collective bargaining negotiations with the New York Shipping Association regarding the principal features, i.e. wages and hours of collective agreements covering the membership of locals in the part of the District within the United States. Canadian locals work out their own agreements and do not participate in negotiations with the New York Shipping Association. Local District Councils composed of all locals in a single port can and do negotiate separately with their employers on other features of the agreements covering work in their ports, but the pattern with respect to wages and hours is set by the Atlantic Coast District negotiations.

Each of the four Districts, such as the Atlantic Coast District, is affiliated with the International Organization by means of representation on the Executive Council and at the Convention which meets every four years. Each District adopts bylaws and rules governing the conduct of its affairs. These rules and the decisions made by the District, however, are subject to review and approval by the International President and Executive Council. In fact, the International President may attend district meetings and he designates the duties and directs the performance thereof by District officers. In the case of the Atlantic Coast District at the present time, the International President is also President of the District, and is Chairman of the District Wage Scale Conference Committee.

In accordance with the International Longshoremen's Association constitution, all locals covering longshoremen, checkers, carpenters, and maintenance workers in the Atlantic Coast District send representatives to a Wage Scale Conference Committee to bargain with the New York Shipping Association. Each local union designates its own representatives and may send to the conference as many as it chooses. In the case of a roll-call vote, however, each local has at least one vote and additional votes in proportion to the size of its paid-up membership. The total vote for the local is split up among its delegates to the conference. Normally the Committee consists of about 125 delegates.

During the sessions of the Wage Scale Conference Committee, the proposals from local unions for changes in the existing agreements for each of the major crafts (longshoremen, checkers, clerical, and cargo repairmen) are collected, collated, and a list of demands with respect to each craft agreement is made for presentation to representatives of the New York Shipping Association. As negotiations proceed, the Committee meets as a whole to consider the propositions to be presented for each craft and to vote on acceptance or rejection of employer counterpropositions. The Chairman serves as chief negotiator for the Committee.

In the process of negotiations a subcommittee for each craft carries on collective bargaining with respect to each separate agreement. At the conclusion of these negotiations, the Wage Scale Conference Committee votes on the modifications proposed in each of the agreements as a whole. Acceptance by a majority

of the Committee means that the proposed revised agreement will be submitted to the membership of the local unions with a recommendation that it be approved. An affirmative vote by a majority of members who vote is sufficient to make the agreement binding on all locals in the District.

While the bargaining organization on the union side represents the Atlantic Coast Ports, the employer counterpart represents, in theory, only the Port of New York. Actually, however, the bargain arrived at by the New York Shipping Association sets the pattern for other ports in the District. Many of the larger employer members of the New York Shipping Association also operate in other ports, so that the arrangement, even on the employer side, has aspects of multiport bargaining.

Nearly all workers who regularly load and unload ships and other "floating structures" in ports along the Atlantic, Gulf, and inland waterways of the United States and Canada are now believed to be members of the International Longshoremen's Association.¹⁰ It is obvious, therefore, that this organization exercises an important influence not only on the lives of dock workers but also on the economic welfare of the ports.

Present membership in the International Longshoremen's Association is estimated at 55,000 to 60,000, of whom 6,000 to 8,000 are affiliated with Canadian locals.¹¹ Although there are a few International Longshoremen's Association locals on the Pacific Coast, most of the longshore workers in that region are now members of the International Longshoremen and Warehousemen's Union which was formerly affiliated with the Congress of Industrial Organizations.

Since the 1920's, the leadership of the International Longshoremen's Association has reflected the strength of the organization in the Port of New York. At the present time about forty per cent of its members belong to locals in this port.¹²

Grievance Procedures.

(a) Labor-Management Controversies

Section 21 of the General Cargo agreement provides that "any dispute or controversy which may arise as to the interpretation or application of any of the provisions"¹³ shall be referred to a joint Arbitration Committee of four representatives for decision or adjustment. Pending the action of this Committee, "the men shall continue to work." The matter in question must be reduced to writing by the employer or union and submitted to the New York Shipping Association. Thereafter the Association must notify

¹⁰ This is the opinion of the International Longshoremen's Association officials.

¹¹ This is an estimate based on the per-capita payments made by the International Longshoremen's Association to AFL headquarters during the last half of 1949 and on local union per-capita tax payments to ILA headquarters. See *Financial Statement*, ILA, July 1 to Dec. 31, 1949.

¹² An estimate based on data cited in Note 11 covering last six months of 1949.

¹³ See *Agreements* negotiated by the New York Shipping Association with the International Longshoremen's Association for the Port of Greater New York and Vicinity, issued by New York District Council, ILA, 1949, pp. 19-20, for this and subsequent quotes.

the other party to the dispute and arrange for a meeting of the Committee.

The Committee of four, consisting of two representatives of the union and two of the employer, must meet not later than the Tuesday following the payday after the dispute arose. In event this group cannot settle the matter, the four select a fifth, usually from a panel of names submitted by the American Arbitration Association. A decision by the majority then becomes binding on both parties.

Before this machinery goes into operation, however, there are more or less informal methods for settling minor disputes which are followed.¹⁴ If a controversy develops on a particular pier and the workers involved cannot get the matter settled with the hiring boss, the men may call in the union steward or the business agent to discuss the problem with the hiring boss or pier superintendent. Should the issues remain unsettled, the business agent may bring the International Longshoremen's Association organizer for the area into the picture and call the Shipping Association by telephone. If necessary, the Shipping Association may then get in touch with the pier superintendent or his superiors, i.e. the shipping or stevedoring company operating the pier, and try to get the question settled. As a consequence of these practices, most disputes are settled without resort to the Arbitration Committee.

Certain types of disputes, however, such as some of those mentioned in Table II above, do not fit into the pattern of labor-management controversies. As the record shows, there have been a number of "wildcat" strikes, some of which developed out of jurisdictional disputes and matters which seem to have nothing to do with a specific provision in the collective agreement. Some of these probably could have been arbitrated under the terms of the agreement, however, if there had been an attempt to do so.

(b) Intraunion Controversies

Provisions are made in the International Longshoremen's Association constitution,¹⁵ as in all such documents, for discipline of the membership, officers, and representatives of all branches of the organization. There is also a procedure whereby those accused may appeal from the decision of the lowest ranking unit, e.g. the local executive council through intermediate bodies including District Councils, Districts, the International Longshoremen's Association executive council and finally to the highest body, the convention.¹⁶ Disciplinary action may be taken against those found guilty of violating the constitution, a decision of the executive council, or other recognized unit, and for dishonesty, misconduct, or conduct detrimental to the welfare of the union.

No member or local union may start court proceedings against the International or any of its branches until all of the means provided in the constitution for settling disputes, including the entire appeal procedure, have been used.

¹⁴ Testimony before Board of Inquiry and conversations with informed persons.

¹⁵ See ILA Constitution, Article XVIII.

¹⁶ See ILA Constitution, Article XIX.

There is no special provision in the constitution for the settlement of jurisdictional disputes. This function, however, is carried out by the Local District Councils and by the District organizations.

IV. EMPLOYMENT CONDITIONS IN THE LONGSHORE INDUSTRY

Discussions with informed persons and its own investigations have made it clear to the Board that some of the basic causes of work stoppages stem from the way in which the job market is organized and operates. The keystone of the job market structure is the "shape-up." Under this system, each employer attempts to develop and hold a group of workers seeking work mainly with him. From among those who congregate in a semicircle at his pier each day, the hiring boss selects those whom he wants if there is work at hand. Because there are usually more applicants than jobs, there is keen competition among workers and the hiring boss is placed in a position of great power. In the hands of unscrupulous persons this power may lead to abuses such as "the kickback," "loansharking," and other rackets.

Quite apart from the abuses to which the system of employment is subject, however, the "shape-up" has been represented to the Board as a wasteful method of getting the necessary workers, as a practice which contributes to irregularity of employment and as a deep-seated cause of unrest among dock workers. For these reasons, the Board has made a preliminary study of available information pertaining to the job market and particularly to the "shape-up." During the course of this study many more questions developed than could be answered with the facts at hand. The following summary, however, presents a good deal of information which has never before been made public.

General Characteristics

There are about 170 employers of dock workers in the Port of New York. The principal shipping piers, about 350 in number, are located on a water front that covers (New York and New Jersey combined) about 350 miles, counting the distance along shore and around piers.

Approximately 283 shipping piers are located in the City of New York. Of these, 159 or about 56 percent are city owned. The piers adequate for handling deep-sea shipping within the city limits, however, are a much smaller number. At present there are 98 such piers of which 86 percent are city owned.¹

Most of the job opportunities for dock workers are to be found in the various sections of Manhattan Island, the Brooklyn side of upper New York Bay, Staten Island, and the water-front areas of Bayonne, Newark, Jersey City, and Hoboken in New Jersey.

¹ This description is based largely on E. E. Swanstrom, *The Waterfront Labor Problem*, p. 1, and on a Jan. 14, 1952, letter to the Board of Inquiry from the New York City Commissioner of Marine and Aviation.

Nearly all employers of dock labor are members of the New York Shipping Association.

The dock labor work force varies considerably from day to day and week to week. Under present conditions, between 40,000 and 50,000 workers are employed during the course of a year. (See Table I below.) From an occupational point of view, these workers might be divided into four principal classes: longshoremen, checkers and clerks, maintenance men, and cargo repairmen.

Most of the workers who depend on these types of work are members of the International Longshoremen's Association. Each class of these workers has its own collective agreement with the New York Shipping Association members.

The Demand for Labor

The volume of trade, and hence the demand for dock labor in the Port of New York, may be analyzed in terms of the destination of cargo. Foreign trade, including exports and imports, accounts for 25-30 percent of the traffic. Coastal and intercoastal traffic accounts for about 30 percent. Intraport and local traffic constitutes the balance.²

Deep-sea traffic is noted for its irregularity because of the many uncertainties that affect the volume of trade, the competitive position of the port, and circumstances peculiar to shipping such as weather conditions and tides which make the berthing and sailing of ships uncertain. The volume of coastal and intercoastal shipping tends to be more stable than foreign trade. Therefore, companies engaged in this type of work can offer more regular employment. Fluctuations and trends in the volume of trade entering and leaving the Port of New York and the competitive position of New York among other United States ports are shown by the following table. For present purposes, data on the physical volume of trade have been selected for analysis rather than the dollar value of the goods, since changes in physical volume are more likely to reflect changes in the demands for workers.

Table I brings out two significant points from the standpoint of the volume of work for dock workers.

1. The need for labor under peace-time conditions fluctuates widely from year to year. Even in the generally full employment years since the end of World War II, the demand for dock labor throughout the United States as indicated by volume of tonnage, shows striking variations. For example, the tonnage handled in the Port of New York in 1947 was more than 30 percent greater than in 1950.

2. The decline in the relative position of the Port of New York during the years 1949 and 1950 suggests the possibility that a substantial amount of business is being diverted from New York to other ports. When the information for 1951 becomes available, the presence or absence of a definite trend away from New York can be more accurately established.

² E. E. Swanstrom, *The Waterfront Labor Problem*, Chapter I.

TABLE I
Oceanborne General Cargo Exports and Imports for the United States and Port of New York
By Selected Years 1923-1950

Year	Exports ^a			(In thousands of long tons) Imports ^b			Exports and Imports N.Y. as % of U.S.
	U.S.	N.Y.	N.Y. as % of U.S.	U.S.	N.Y.	N.Y. as % of U.S.	
1923	20,791	7,882	37.9	N.A.	N.A.	N.A.	N.A.
1929	24,200	8,295	34.3	25,139	9,103	36.2	35.3
1933	14,130	3,081	24.5	15,873	5,642	35.5	30.4
1939	20,318	6,178	30.4	19,321	7,007	36.3	33.3
1941	23,047	9,823	42.6	27,739	13,846	49.9	46.6
1945	16,007	7,596	47.5	12,867	4,560	35.4	42.1
1946	24,223	8,889	36.7	13,239	4,990	37.7	37.0
1947	30,422	10,602	34.8	15,740	5,171	32.2	34.2
1948	20,770	7,445	35.8	16,831	5,805	34.6	35.2
1949	20,306	6,655	32.8	17,864	5,658	31.7	32.3
1950	17,369	4,638	26.7	22,774	7,389	32.4	30.0

Source: The Port of New York Authority.

^a Bulk grains, coal, sulphur, phosphates, tanker cargo, and all exports to Canada via the Great Lakes are excluded.

^b Iron, manganese and chrome ores, bauxite, gypsum, tanker cargo, and all imports from Canada via the Great Lakes are excluded.

In the meantime, various groups alarmed at the relative decline in the past two years have suggested, among other things, the need for various changes in port conditions, such as: modernization of the piers, elimination of unfavorable freight-rate differentials, regulation of public loaders and elimination of excessive charges for loading and unloading at the piers, and the reduction of pilferage, the amount of which has caused insurance rates to go up. Unsettled labor-management relations are also alleged to have diverted some shipping from the Port.

The most important of these disadvantages to the Port, according to the New York City Commissioner of Marine and Aviation, in his letter of January 14, 1952 to the Board of Inquiry, has been the matter of railroad-rate differentials. Rates on shipments of certain bulk commodities from the interior of the country to Atlantic ports were adjusted many years ago so as to equalize the costs of shipping goods from these ports.

When ocean steamship companies equalized their shipping rates for all ports on the Atlantic Coast in 1935, New York lost one of its biggest advantages compared with ports to the south and in the Gulf region, but nothing was done to remove the freight rates which had been set to neutralize this and other advantages. In fact, the significance of the long-standing differentials was increased by a series of across-the-board percentage increases in rates made by the railroads since the end of World War II.³

In recent years, however, the railroads have voluntarily begun to remove some of the disadvantageous rates, particularly on bulk commodities such as grain. Such action has recently been upheld by the U. S. Supreme Court over the protests of representatives of other ports. This comparatively recent development holds promise for the Port of New York as a means of relieving the rate differential problem.

As a result of the combination of factors adversely affecting the volume of shipping in the Port and the physical condition of various piers, there are 23 city-owned piers now vacant. To meet the need for modernization, rehabilitation, fireproofing and new construction as shown by a survey made in 1947, the Board of Estimate has approved a ten-year program estimated to cost 59 million dollars, of which 21 million dollars has been spent or awarded under contract.⁴

Present Hiring Practices⁵

Because their needs for workers are irregular, many shipping concerns in the Port of New York, especially those engaged in

³ Source: Report of Subcommittee No. 3, Mayor's Joint Committee on Port Industry 1951, and subsequent information furnished to the Board of Inquiry by the Port of New York Authority.

⁴ Letter of Commissioner of Marine and Aviation to Board of Inquiry.

⁵ This description is based on a combination of sources: Swanstrom, *op. cit.*, covers the practice prevailing before World War II; the 1951 agreement between the International Longshoremen's Association and the New York Shipping Association covers the requirements on the "shape-up"; conversations with informed persons produced information on many of the details.

"deep-sea" trade, do not hire longshoremen directly. They contract on a tonnage basis with stevedoring concerns to get their ships loaded and unloaded. Approximately 58 such stevedoring concerns are members of the New York Shipping Association.

Many shipping concerns engaged in coastal and intercoastal trade, however, often engage men directly to do their stevedoring work. In this type of trade, the arrival and departure of shipping is more regular and, therefore, the need for longshoremen can be more accurately forecast. A considerable degree of employment regularization has already been achieved in this branch of the trade.

Longshoremen seeking work with a shipping concern or a stevedoring company are required to appear on the piers and "shape-up" once a day under terms of the collective agreement negotiated in October, 1951. Those who are hired at the 7:55 "shape" must be told before the lunch hour beginning at twelve o'clock if they will be needed for the afternoon work period. Those who work in the afternoon must be informed if they will be needed for night work and, on a Friday, if they will be needed for Saturday work.

At the "shape-up," the hiring boss, who is sometimes assisted by the hatch boss, picks out the men, if any, whom he will need. The hiring boss is technically an agent of management but, according to management representatives, union leaders often insist on designating the individual.⁶

A common practice is to hire men in gangs by designating first the hatch boss. Extra men, if needed to fill out the gang or to supplement a gang, are picked out of those in the "shape." Preference in hiring, in accordance with the collective agreement, must be given to gangs and individual workers at the piers on which they are usually employed.

At the present time no formal, general system exists for informing men where they will be needed from day to day. A good deal of information, however, gets to the men through informal channels, bulletin boards on piers, etc., and the preference given to men who work regularly on certain piers tends to provide some assurance to them, providing there is work to be done. Some men follow newspapers and trade papers for information on the arrival of ships. Foremen, when they know in advance, often transmit information on the arrival and departure of ships to gang leaders who, in turn, inform their men. In the absence of any information, men congregate at the piers where they have obtained work in the past. Each pier, or group of piers, therefore, tends to build up its own labor force. Some longshore locals have no particular group of piers on which all their members are employed, and this has been the cause of complaint by Local 968, a Negro local.⁷ Such workers constitute a floating labor supply which may work anywhere in a section of the Port, e.g. Brooklyn or West Side

⁶ See statement by Mr. Mayper on behalf of New York Shipping Association presented to the Board of Inquiry, 11th session, December 6, 1951.

⁷ *The New York World Telegram and Sun*, Dec. 12, 1951, carried a story about a clash between members of 968 and workers at Pier 17 in Brooklyn over the right of the former to work at this pier since they usually worked at Pier 9.

Manhattan. Some piers, however, regularly employ gangs of workers from various locals including gangs of Negro workers.

If a worker does not get hired at the 7:55 "shape-up," he has little chance of getting a job as a longshoreman during the rest of the day. He may get work at loading or unloading operations on the piers. He often has no way of knowing where in the Port there might be a shortage of workers and, if he did, he would be too late to get a job unless he "shaped" at the right time and place.

Labor Supply

Complete information on the entire labor force for the docks in the Port of New York is not available at the present time. Employment statistics covering the entire port (New York and New Jersey), however, have been obtained from the New York Shipping Association for all workers employed by members of the Association who are covered by agreements between the Association and the International Longshoremen's Association. Since there is only one large private employer of longshoremen in the Port who is not a member of the New York Shipping Association, the statistical data compiled by this organization's Central Records Bureau⁸ are believed to cover well over ninety percent of all such workers.

Information on the number of dock workers unemployed and seeking work is not presently available from any source. Such information may be impossible to obtain with a reasonable degree of accuracy because of the fact that many dock workers have more than one source of employment.

Table II presents the number of workers who have worked for members of the New York Shipping Association sometime during each of five yearly periods since the end of World War II. Examination of the table shows that longshoremen constitute about 87 percent of the number of dock workers. Also noteworthy is the steady decline in the volume of employment each year since the end of World War II. Most of this decline has occurred in the longshoremen groups, especially in the more recent years. Part of the drop in employment since 1945, can, of course, be attributed to the return of peace-time conditions. The 20 percent shrinkage in longshoremen employed from 1947 to 1950 corresponds with the 24 percent decline in combined tonnage of exports and imports of oceanborne general cargo in the Port of New York during approximately the same period of time. (See Table I.) Preliminary reports on the volume of trade for 1951 indicate an increase in volume over 1950, and therefore, the employment statistics when available can also be expected to reflect an upturn.

⁸ The Central Records Bureau supplies much of the basic information necessary to administer the various welfare plans provided for in agreements with the International Longshoremen's Association. Employers submit a quarterly report to the Bureau showing for each worker employed at any time his social security number, name, hours worked (regular and overtime), total earnings, and payroll title. Data for the workers employed have been collected and tabulated mechanically since the period beginning October 1, 1945, when the first collective agreement providing for paid vacations became effective.

TABLE II

Total Number of Workers Employed by Members New York Shipping Association Covered by Agreements (Excluding Port Watchmen) with International Longshoremen's Association by Occupational Classification
 (Data Cover the Year Beginning Oct. 1 and Ending Sept. 30)

Occupational Group	1945-1946	1946-1947	1947-1948	1948-1949	1949-1950
Longshoremen	62,694	54,442	45,593	41,967	36,540
Checkers	3,175	3,300	2,878	2,762	2,572
Dock Bosses	143	153	148	146	140
Assistant Clerks	211	204	206	267	229
Temporary Assistant Clerks.....	421	508	440	347	320
Head Clerks	244	272	293	325	307
Carpenters	3,380	1,446	1,181	1,067	932
Carpenter Snappers	83	34	29	28	51
Carpenter Temporary Foremen.....	33	30	34	35	28
Miscellaneous	1,092	918	905	861	876
Total	71,476	61,307	51,707	47,805	41,995

Source: New York Shipping Association, Central Records Bureau.

It would be misleading to conclude from the evidence presented in Table II that the handling of cargo, baggage, etc., requires the full-time services of the number of longshoremen shown. Actually only a small proportion (5.4 percent for 1949-1950) of these workers, as is shown by Table III, have steady work in the same sense that many factory workers do. About one third of the workers classified as longshoremen work less than 100 hours a year. These people as well as several thousand others who work half of a standard work year or less probably do not depend on longshore work exclusively for their income. Many of them may have steady jobs in other lines of work and turn to longshore work during rush periods at night or on week ends. Until a more thorough study of these casual workers is made, however, their occupational and industrial identity and the real extent of unemployment of longshoremen will remain uncertain.

TABLE III

Hours Worked* by Longshoremen Employed by Members of New York Shipping Association under Terms of Agreement with International Longshoremen's Association by Years, 1945 to 1950

Hours Worked	Y E A R											
	1949-1950		1948-1949		1947-1948		1946-1947		1945-1946			
	No.	Percent										
2000 and over	1,971	5.4	1,526	3.6	3,075	6.7	4,402	8.1	3,624	5.8		
1200 to 1999	9,140	25.0	9,759	23.3	10,424	22.9	10,861	19.9	11,175	17.8		
700 to 1199	4,881	13.4	5,462	13.0	5,078	11.1	na	na	6,351	10.1		
200 to 699	5,431	14.9	6,915	16.5	6,925	15.2	na	na	10,273	16.4		
100 to 199	2,340	6.4	2,977	7.1	3,180	7.0	na	na	5,562	8.9		
Under 100	12,777	34.9	15,328	36.5	16,911	37.1	na	na	25,709	41.0		
Total	36,540	100.	41,967	100.	45,593	100.	54,442	100.	62,694	100.		

Source: New York Shipping Association, Central Records Bureau.

* Includes both regular and overtime. Overtime hours for longshoremen constituted 31.8 percent of the total in 1946-1947, 29.6 percent in 1947-1948, 27.6 percent in 1948-1949, and 26.0 percent in 1949-1950. Time put in on Saturdays and Sundays and after 5 p.m. on week days is counted as overtime and paid for at 1½ times the regular hourly rate.

TABLE IV

Annual Earnings of Longshoremen Employed by Members New York Shipping Association under Terms of Agreements with International Longshoremen's Association by Years 1946 to 1950 (Year Begins Oct. 1 and Ends Sept. 30)

Annual Earnings Group	1946-1947		1947-1948		1948-1949		1949-1950	
	No.	Percent	No.	Percent	No.	Percent	No.	Percent
\$7000 and over	11	(a)	25	0.1	11	(a)	32	0.1
5000 to 6999	489	0.9	599	1.3	477	1.1	660	1.8
4000 to 4999	3,157	5.8	2,879	6.3	2,465	5.9	2,519	6.9
3000 to 3999	7,409	13.6	6,638	14.6	6,117	14.6	5,636	15.4
2000 to 2999	5,887	10.8	5,613	12.3	5,536	13.2	4,958	13.6
1000 to 1999	5,781	10.6	5,135	11.3	4,828	11.5	4,208	11.5
500 to 999	4,649	8.5	3,664	8.0	3,523	8.4	2,822	7.7
Under \$500	27,059	49.8	21,040	46.1	19,010	45.3	15,705	43.0
Total	54,442	100.	45,593	100.	41,967	100.	36,540	100.

Source: N.Y.S.A. Central Records Bureau.

(a) Includes only gross wages paid by members of N.Y.S.A. before any deduction. Payments to workers by other employers not members of N.Y.S.A. and by employers not connected with the water front are not known.

As one might expect after looking at the distribution of longshoremen by number of hours worked, there is wide variation among them in terms of annual earnings. This fact is brought out by Table IV.

Because of the probability that many of the workers in the low-income brackets have other work, it would be misleading to draw general conclusions about average earnings from the data available. Any attempt to tie up hours worked as shown in Table III with earnings shown in Table IV will also produce misleading results because rates paid per hour vary with the type of cargo handled, and the amount of overtime worked by longshoremen constitutes 25 to 30 percent of all hours worked. The earnings data reflect the combined effects of all these factors.

It is clear from the data presented, however, that longshore work by itself provides relatively steady work for only 25 to 30 percent of the total number employed. For example, in 1949-1950, 30.4 percent worked 1,200 hours or more. At present hourly wage rates for straight time and overtime, a worker with a total of 1,200 hours, 30 percent of which may be assumed to constitute overtime, would earn about \$3,000 before deductions for taxes, etc. In the past five years, work in the longshore industry by itself has provided a \$3,000 income or more for only 20 to 25 percent of the total number employed.

If we assume, however, that those workers who make less than \$500 per year from longshore work are really not attached to the industry as a permanent or principal source of work, we get quite a different picture on the percentage distribution of work among the balance of the employed work force. In 1949-1950, for example, 15,705 or 43 percent of all those employed earned less than \$500. Elimination of this group leaves a work force of 20,835, of whom 42.4 percent earned \$3,000 or more. For the balance of the work force, there remains a problem of piecing out enough work between the docks and other industries to make a living or to try to get along on an income that may provide a low standard of living.

The problem pointed up by these data is one which tends to be characteristic of dock employment everywhere unless there is a definite plan of regularization in operation. Increases in the hourly rate of wages are only a partial solution. In other large ports the problem has been tackled by restricting the labor supply to a number adequate for normal and peak demands, rotation of work so as to eliminate extremes in earnings among the regularly employed, better distribution of labor supply within the port, and close cooperation between management and unions with the public employment service.

Sources of Dock Labor

As the statistical data presented in Tables III and IV show, there are thousands of workers who put in such a small amount of time on the docks that they could not possibly make a living from

this type of work. Precise information on the sources from which these casuals are drawn is not available. Various people familiar with the situation have mentioned the following types of people who make up this group: City of New York employees, such as policemen, firemen, sanitation department workers; shenangoes (loaders and unloaders of railroad cars and lighter workers); warehouse workers; truck drivers; construction workers; and unemployed workers with a variety of backgrounds. These people are apparently available for both regular and overtime work, but the extent to which they work during overtime hours is not known.

There are two features of dock work which particularly attract workers. Because of the irregularity inherent in much of the shipping industry and the need for speedy turn-around of vessels, the demand for labor cannot be entirely smoothed out, and this means a frequent need for labor at night and on Saturdays and Sundays. Such work is paid for at time and a half rates, i.e., \$3.15 per hour for general cargo work under the terms negotiated in October 1951. Workers with regular jobs in other industries therefore find longshore work a convenient way to earn extra money. The relatively high hourly rates for 8:00 a.m. to 5:00 p.m. work also tend to attract and hold a force of workers who depend mainly on dock work but many of whom, as has been pointed out, do not get enough work annually to provide an adequate income from this source.

The present longshore work force is composed of all types of workers in terms of age, national origin and race. Fifty years ago the Irish and Irish-Americans were the dominant group. Now Italian-Americans are probably the largest group. Many other groups, including those of Slavic origin, Negroes, Germans, and Scandinavians, are also represented as well as the Irish. Several locals of the International Longshoremen's Association are composed predominantly of Italian-Americans and a few are predominantly Negro. One of the Negro locals, No. 968, in Brooklyn has recently been involved with other locals in a dispute over the fact that the membership has had trouble getting work.⁹

So far as the International Longshoremen's Association has been concerned, workers of any type and in any number have been eligible for membership. The worker is supposed to obtain an application from the secretary-treasurer of a local, pay an initiation fee, and obtain approval of the local to which he applies. This procedure is set forth in the International Longshoremen's Association International Constitution. Actually, policy on the admission of members is left largely to local unions and little information is available on the practices followed. The International Longshoremen's Association Constitution provides that dues must be no less than \$2.00 per month, but testimony before the Board shows that currently many members are paying \$3.00. Local unions must

⁹ Swanstrom, *op. cit.* p. 9, gives a description of the characteristics of the work force as of about 1938. Many more Negroes were brought into the work force during World War II.

pay a 30-cent per quarter tax on each member to the International secretary-treasurer.¹⁰

The irregularity of dock work has been one of the dominant influences in shaping union wage policy. As the accompanying table shows, hourly wages in the Port of New York and the Atlantic Coast District have moved steadily upward since 1934.

General Wage Changes in General Cargo Agreements Pertaining to Longshore Work—Oct. 1934 to Oct. 1950

Effective Date	Provisions	Basis Rate for Longshoremen General Cargo
Oct. 1, 1934	10 cents an hour increase	
" 1936	5 " " " "	
" 1937	5 " " " "	Oct. 1, 1934—\$.95
Jan. 1, 1940	5 " " " "	
Oct. 1, 1941	10 " " " "	
" 1942	5 " " " "	
" 1945	25 " " " "	
" 1946	15 " " " "	
" 1947	10 " " " "	
Aug. 22, 1948	13 " " " "	
Oct. 1, 1950	12 " " " "	
Oct. 1, 1951	10 " " " "	Oct. 1, 1951—\$2.10

Source: *Monthly Labor Review*, U. S. Department of Labor, Bureau of Labor Statistics, Vol. 73, No. 2, August 1951 and the agreement negotiated in October 1951.

Under the circumstances, a useful supplement to union pressure for higher and higher hourly rates would be a joint labor-management attack on the problem of regularity of work. Such a program has not been developed in the Port of New York for a variety of reasons, one of which has been that sufficient information could not be obtained to provide the necessary factual basis for a program. With the development of improved sources of information such as the Central Records Bureau of the New York Shipping Association and improved employer reports to the New York State Division of Placement and Unemployment Insurance, much of the basic data needed for a real understanding of the employment problem is available. Such information, plus additional material that might be developed, could be used for the preparation of sound plans for greater regularization of employment and improved hiring practices in the Port of New York.

Regularization Plans of Other Ports

Unstable labor-management relations in the ports of many countries in years past have resulted in costly work stoppages and in a realization of the need for basic changes in employment practices. Out of these circumstances various types of "decasualization" programs were developed. Some were initiated by management and some by joint action of unions and managements. The record shows that once a plan has been put into operation, the

¹⁰ ILA Constitution, 1951. Articles XIV and XVI.

parties have not been willing to abandon it and go back to the old method of unrestricted competition for jobs through the "shape-up" system. Consequently, experience with regularization in many ports covers a long span of years. Some of the leading ports with plans and the date of inception are:

Hamburg, Germany—1906

Liverpool—1912

Seattle, Wash.—1921

Los Angeles, Calif.—1922

Portland, Ore.—1923

San Francisco—1934

National legislation in Great Britain—1946

This legislation was based on 30 years of experience with plans for all large ports in Britain, including the Port of London.¹¹

Establishment of decasualization plans in these and other ports¹² has generally been worked out after careful study of the demand for and the supply of workers. In some instances such as Hamburg and Seattle, management has taken the initiative. The San Francisco experience provides an example of joint labor-management cooperation. The initial study, irrespective of the sponsorship of a program, has furnished the facts on which a plan for regularization could be based. Decisions must be made on the following points:¹³

1. The number of workers required to take care of regular and peak demands;

2. A means of controlling the labor supply. The method generally adopted has been registration of all dock workers and division of the labor supply into groups composed of "regular" and "casual" workers with a definite system of restricting the supply to those needed to satisfy the demand;

3. Agreement by employers on the restriction of their right to hire to workers registered; and agreement by the union on limitation of union membership to those registered by the controlling agency;

4. Establishment of central employment offices, with branches if necessary, from which employers get part or all of their workers. These offices usually cooperate with the public employment and unemployment insurance agencies in allocating any surplus labor supply.

Beyond these basic points the plans vary in detail and in mode of operation. A study of the experience with these plans would be helpful to labor and management in understanding how other

¹¹ Early plans including those on the West Coast of the United States are described in E. E. Swanstrom, *The Waterfront Labor Problem*. British legislation is described in *Review of the work of the National Dock Labour Board, 1947-49*. London, March 1950.

¹² See the *International Labour Review*, Vol. LXIII, No. 3, March 1951, and No. 4, April 1951 for a recent brief review of various plans throughout the world.

¹³ See *Decasualization of Dock Labour*, Report II, Inland Transportation Committee, International Labour Office, 1949.

ports have tried to ameliorate some of the basic causes of unrest and work stoppages by means of regularization.

Experience demonstrates that regularization plans have been successful in removing abuses formerly connected with the hiring process and in providing a much more adequate income for workers. Nevertheless, a plan for employment regularization for the Port of New York would not be a panacea for all labor-management or intraunion problems. Indeed, the record shows that decasualization plans in other ports have by no means prevented strikes.¹⁴ Union leaders' fears that such plans would be used to destroy the union have been unfounded, however. Management has in most instances apparently gained from the better quality of labor available, lower accident costs, and elimination of much of the pilferage and racketeering.¹⁵

Under the "hiring-hall" system prevailing under the West Coast plans, there have been both gains and losses from the standpoint of management and the workers which cannot be adequately appraised at the present time with the information available. The discrimination against nonunion men in a union-controlled hiring hall has been made illegal by the Taft-Hartley Law and this development has raised problems which are not yet settled.¹⁶ These halls, however, are still being operated and both management and labor have supported continuation of this system in preference to the "shape-up."

In the face of all these developments, both the New York Shipping Association and the International Longshoremen's Association have consistently favored the "shape-up" system in the Port of New York.¹⁷ From the standpoint of the employer it has worked well in the sense that it has produced a large supply of labor; but from the bona fide longshoreman's point of view there would seem to be relatively few advantages under the "shape-up" compared with employment conditions under a plan for regularization. The whole question needs further study and exploration with the parties concerned.

Attacks on the "Shape-up"

In view of the weaknesses of the "shape-up" system as a means of organizing and distributing work, the lack of any close relation-

¹⁴ For example, the Port of London has been plagued with work stoppages since the end of World War II. See *Unofficial Stoppages in the London Docks*, Report of a Committee of Inquiry, London, May 1951.

¹⁵ On the attitude of British dock workers toward the scheme in effect there, see report on *Unofficial Stoppages in the London Docks*, p. 7, referred to in note No. 14. The case for decasualization from an employer point of view is presented in *Decasualising Longshore Labor and the Seattle Experience*, a report prepared by F. P. Foisie for Water Front Employers of Seattle, Feb 1, 1934.

¹⁶ See *Hearing before Subcommittee on Labor and Management Relations of the Committee on Labor and Public Welfare*, United States Senate on S. 1044, *A Bill to Legalise Maritime Hiring Halls*, June 15, 1951.

¹⁷ See Report of Subcommittee No. 5 of the Mayor's Committee on the Port of New York, 1951, and the minority report by Mr. J. V. Lyon, Chairman, New York Shipping Association.

ship between many workers and any one employer, and the abuses which creep into the hiring system through unscrupulous hiring bosses, both the position of the union and employers have been under attack from various groups for many years.¹⁸ Recent newspaper articles have stressed "Crime on the Waterfront," the relative loss of business in the Port of New York resulting from labor problems and other difficulties, and the high accident rates in the industry.¹⁹

The longshore industry has long been recognized as an extremely hazardous one. Many of the basic causes of accidents are associated with the long hours of work, lack of worker training in safe practices and the employment of "casuals" of all types without physical examinations. In 1944 the findings of two men connected with the Industrial Hazards Division of the U. S. Bureau of Labor Statistics showed that: "More than 138 longshoremen experienced disabling work injuries in the course of every million employee-hours of longshore work performed during the year 1942. No other

¹⁸ The first of such reports appeared in 1916 as a result of the work of a subcommittee of the Mayor's Committee on Unemployment. See *Report on Dock Employment in New York City and Recommendations for Its Regularization*, New York, Oct. 1916.

The conclusions of this report read much the same as those of all the other reports made since 1916 and therefore they are worth reviewing. (See pp. 27 and 28)

a. The labor is recruited, without any system, from all nationalities, age groups, men of all kinds of stature, health, previous occupations. It is a process of drift rather than entrance.

b. Conditions of hiring are degrading in the extreme, do not insure selection of the most efficient workers, are open to the danger of graft, and are in themselves a continued source of dissatisfaction.

c. Outside trade union ranks there are no accepted standards with regard to either remuneration or service rendered. Wages and earnings vary enormously, both in time and locality.

d. The time of the worker is wasted in needless waiting, in "knocking off" without payment, during delays, in having to collect his earnings from a number of sources. The hourly rates of wages, even when relatively high, cannot, unless accompanied by a system of more or less regular employment, compensate for this loss which falls entirely on the worker.

e. Needlessly long shifts of work produce overfatigue, inefficiency, accidents.

f. Conditions of employment, bad for the employee as regards character, health, habits and standard of life, have no element of advantage whatsoever to the employer. They make for inefficiency, high cost of supervision and compensation for accidents; irresponsibility and hostility of the workers; public approbrium.

The public interest in this matter must not be overlooked. Present conditions of longshore employment in New York mean poverty, intemperance, dependency, insanitation. We cannot measure these effects; they permeate the life of the city. They make it a less efficient and a more costly traffic terminal than it might be, and reduce general prosperity. It is time this condition were ended.

Other critical reports on employment practices in the Port of New York include:

¹ Report of the New York State Joint Legislative Committee on Unemployment, 1933.

² Report of the New York State Joint Legislative Committee on Industrial and Labor Conditions, Legislative Document No. 39, 1943.

³ *The New York Waterfront*, A Report by the Citizens Waterfront Committee. New York, 1946.

There have been many others made by both government and private agencies on various phases of the dock labor problems in the Port of New York.

¹⁹ See the Malcolm Johnson series in the *The New York Sun* which began Nov. 8, 1948, and the series of replies by Joseph P. Ryan in the *Sun*, March 1949, and the more recent series in the *Journal-American* by Guy Richards. See also the article in *Fortune* magazine, June 1951, by Daniel Bell entitled "Last of the Business Rackets."

George Horne in a series in the *New York Times*, Sept, 1951, commented critically on accident rates for longshoremen in the Port of New York.

industry for which injury-frequency information is available had a record even approaching this unfavorable figure."²⁰

Since the end of World War II the New York Shipping Association, however, has begun to collect and compile accident statistics and to emphasize to its members the importance or remedying the unsafe working conditions in the industry. A Safety Code has been developed and suggestions for a training program for management personnel have been advanced by the Association. This program may succeed in creating a greater awareness of the means of preventing the large number of injuries to employees which take their toll in terms of human suffering, lost time, and in economic cost to the industry. The statistics compiled by the Shipping Association²¹ on the frequency and severity of compensable accidents since October 1, 1947, show little change in the situation during this period. A re-examination of the program of training and prevention in order to secure a larger degree of employer and employee cooperation may well be in order. There apparently has been an improvement in the situation since 1942 in the frequency rate for accidents since the frequency rate shown by Shipping Association records for 1950-1951 was about 81 as compared with the figure of 126 in 1942 for the North Atlantic area as shown by the Bureau of Labor Statistics Study.

Many critical articles and reports on the longshore industry have brought about a general awareness of the sensational aspects of water-front labor problems. They have not persuaded management and labor that radical changes in the system of employment are required. As noted, however, the collective agreements worked out in the post World War II period have made at least two notable improvements from the standpoint of the worker. Perhaps the most significant is the system of welfare benefits providing life insurance, hospitalization, pensions, and the vacation program. Of considerable importance also has been the reduction in the number of "shape-ups" per day from three at the end of the war to one at 7:55 a.m. under the 1951 agreement. Under the new arrangement, the men get advance notice of when they will be wanted and do not have to wait around the water front all day. These changes, however, leave the main problem of regularization of employment and abuses connected with the system of hiring still unsolved.

²⁰ *Injuries and Accident Causes in the Longshore Industry, 1942*, U. S. Department of Labor, Bureau of Labor Statistics, Bulletin No. 764, 1944, p. 1.

²¹ See reports on compensable accidents prepared by the Central Records Bureau, New York Shipping Association. The frequency per 1 million man-hours in the year 1947-1948 was 65.7; in 1948-1949, 71.3; in 1949-1950, 63.6; and in 1950-1951 about 68. The average number of days lost per accident was 41.7 in 1947-1948; 41.7 in 1948-1949; and 43.2 in 1949-1950. Time lost because of accidents averages about 2.25 percent of total hours worked. At the regular hourly rate prevailing for longshore work in 1949-1950 the lost man-hours amounted to \$1,781,000.

APPENDIX A

ARTICLE 22—BOARDS OF INQUIRY IN LABOR DISPUTES

(This Article 22 was inserted in the Labor Law by L. 1941, ch. 143, effective March 24, 1941)

- Section 800. Boards of inquiry in labor disputes.
801. Appointment; qualification.
802. Rules.
803. Witnesses; production of documents; subpoenas and commissions.
804. Reports; confidential information.
805. Personnel; compensation.

800. BOARDS OF INQUIRY IN LABOR DISPUTES. Where any strike, lockout, or other labor dispute exists or is apprehended, the commissioner, for the purpose of inquiring into the causes and circumstances of the dispute may, if he thinks fit, refer any matters appearing to him to be connected with or relevant to the dispute to a board of inquiry appointed by him for the purpose of such reference; and the board shall, either in public or in private, at its discretion, and at any place within the state, inquire into the matters referred to it and report thereon to the commissioner. Provided, however, that no such reference shall be made unless and until there shall have been filed with the commissioner a certificate of the state board of mediation stating that its efforts to effect a voluntary settlement of the dispute have been unsuccessful.

801. APPOINTMENT; QUALIFICATION. A board of inquiry for the purposes of this article shall consist of a chairman and such other persons as the commissioner shall from time to time appoint. The chairman and each appointive member of the board shall be exempt from civil service examination and the provisions of the civil service law and rules.

802. RULES. The commissioner may make rules regulating the procedure of any board of inquiry, including rules relating to the attendance of witnesses, and the production of books, contracts, papers, documents and other evidence which the board may determine to be relevant to the subject matter of the inquiry.

803. WITNESSES; PRODUCTION OF DOCUMENTS; SUBPOENAS AND COMMISSIONS. A board of inquiry shall have power, if and to such extent as may be authorized by rules made under this article, to require any person who appears to the board to have any knowledge of the subject matter of the inquiry to furnish in writing or otherwise such particulars in relation thereto as the board may require, to issue subpoenas for and compel the attendance of witnesses and the production of books, contracts, papers, documents and other evidence, and to administer oaths and take testimony and take or cause to be taken depositions of witnesses residing within or without this state in the manner prescribed by law for like depositions in civil actions in the supreme

court. Subpoenas and commissions to take testimony shall be issued under the seal of the department.

804. REPORTS; CONFIDENTIAL INFORMATION. A board of inquiry shall, after investigation, make a final report to the commissioner as to the matters referred to it and may make interim reports. Unless the strike, lockout or other industrial dispute is terminated or adjusted prior thereto, or is resubmitted by all parties to the dispute for voluntary settlement to the state board of mediation, any final report of a board of inquiry shall be made public by the commissioner. The commissioner may make public any interim report of a board of inquiry or any part thereof, in such manner as he deems proper. Provided, however, that there shall be excluded from any report or publication authorized by the board or the commissioner, any information, other than information having a direct bearing on the dispute, obtained by the board in the course of its inquiry as to any labor union or as to any individual business (whether carried on by person, firm or corporation) if at the time such information is supplied to the board the person who supplies it represents to the board that it is confidential information and the board is satisfied that it is information which is not available otherwise than through evidence given at the inquiry, unless with respect to such evidence so presented as confidential and found to be not otherwise available the board procures from the labor union or the person, firm or corporation the consent to publication; nor shall any individual member of the board or any person concerned in the inquiry, without such consent, disclose any such information.

805. PERSONNEL; COMPENSATION. 1. The commission by official order may assign to the work of the board, or any part thereof, any officer or employee of the department, who shall perform such services under this article as the commissioner may direct. The persons so appointed shall not receive any additional compensation for services performed, but shall be allowed their actual and necessary expenses incurred in the performance of their duties under this article.

2. Each appointive member of the board shall be entitled to be reimbursed for his traveling and other expenses actually and necessarily incurred by him in the performances of his duties and, in addition, shall receive a compensation to be fixed by the commissioner within the amount available by appropriation.

APPENDIX B

ORDER OF INDUSTRIAL COMMISSIONER, NEW YORK STATE, ESTABLISHING BOARD OF INQUIRY

WHEREAS on November 1, 1951, the New York State Board of Mediation certified to the Industrial Commissioner of New York State that it has thus far been unsuccessful in its efforts to effect a voluntary settlement of a labor dispute involving members of the International Longshoremens' Association, A.F.L.; and

WHEREAS this dispute vitally affects the public interest in the state of New York, more in particular in the New York City area;

Under the authority vested in him under Article 22, of the New York State Labor Law, the Industrial Commissioner hereby establishes a Board of Inquiry for the purpose of inquiring into the causes and circumstances of the dispute involving the aforementioned parties and such other parties as the Board of Inquiry may deem parties in interest.

I. *Membership of the Board*

The Board of Inquiry shall consist of the following:

Martin P. Catherwood, Chairman

Dean Alfange, Member

Rt. Rev. John P. Boland, Member

II. *Rules of the Board*

Any report or recommendation of the Board shall be signed by at least two members; The Board of Inquiry shall hold hearings either in public or in private at New York City or at other places within the state in its own discretion;

The Board shall have the power to subpoena witnesses and to subpoena documents, contracts, papers and other evidences it may deem relevant to the subject matter of inquiry;

The Board shall have the power to administer oaths and take testimony and take or cause to be taken depositions of witnesses residing within or without this state in the manner prescribed by law for like depositions in civil actions in the Supreme Court. Subpoenas and commissions to take testimony shall be issued under the seal of the department;

The Board shall have the power to make such other rules as are necessary to carry out its purposes.

III. *Duties of the Board*

The Board shall inquire into the causes and circumstances of the dispute and after investigation make such interim reports to the Industrial Commissioner as are deemed necessary, and shall make a final report.

The Chairman shall forthwith call a meeting of the Board and the staff assigned to it for the purpose of scheduling hearings to commence at the earliest possible date.

The following procedure is suggested as one which may be found desirable by the Board depending upon the circumstances existing at the inception of the hearings:

a. The initial hearings should investigate the issues which must be resolved in order to obtain a resumption of work and an interim report should be submitted to the Industrial Commissioner at the earliest possible date.

Such interim report should contain recommendations for an equitable basis on which the strike may be terminated and work resumed.

b. The Board should hold further hearings upon the remaining

issues in dispute and should make such interim reports as are deemed necessary and a final report which shall include recommendations as to fair and equitable terms of settlement.

Edward Corsi, Industrial Commissioner

Dated this 2nd day of November, 1951
at New York City

APPENDIX C

RULES OF PROCEDURE OF THE BOARD OF INQUIRY

(1) Hearings may be open or closed at the Board's discretion, depending on the nature of the testimony received.

(2) No television or radio shall be permitted at open hearings.

(3) The Board will meet daily including holidays, except Sunday, until its work is completed.

(4) The Board shall receive such testimony as it deems relevant. It shall not be bound by the legal rules of evidence.

(5) The International Longshoremen's Association, the Strike Committee and the New York Shipping Association may testify as a matter of right.

(6) Other parties who wish to testify should state their request to the Board in writing together with a brief description of their proposed testimony. The Board will pass on the merit and relevancy of these requests. Such requests should be directed to Martin P. Catherwood, Chairman, care State Mediation Board, 270 Broadway, New York City.

(7) Witnesses who do not wish their names to be disclosed should discuss their status and proposed testimony with the committee's counsel, Mr. George J. Mintzer. He will be available at 55 Liberty Street.

(8) Parties and witnesses may be represented by counsel.

(9) The Board will adopt such other and further rules as may be deemed necessary.

APPENDIX D

PUBLIC STATEMENT ISSUED BY BOARD OF INQUIRY AT 1:00 A.M., FRIDAY, NOVEMBER 9, 1951

At the request of the Board of Inquiry, and following conferences between the Board, the Strike Committee, and Industrial Commissioner Edward Corsi, the Strike Committee is prepared to urge the men to return to work at 1:00 p.m. on Friday, November 9.

The members of the Board of Inquiry are M. P. Catherwood, Chairman, Dean Alfange, New York attorney, and Right Reverend John P. Boland, Pastor of St. Thomas Aquinas Church, and a member of the New York State Mediation Board of Buffalo. Counsel for the Board is George J. Mintzer, and the Secretary is Arthur Stark, of the State Mediation Board. The Strike Committee was present in full and represented in the discussion by J. (Gene) Sampson, Chairman, and Peter J. Johnson, counsel.

As part of this solution of the work stoppage, the Board asks of all parties concerned that there be no discrimination in hiring or rehiring against members of the Strike Committee or against men concerned in the stoppage, and considers this condition an essential part of the settlement.

The Strike Committee lent its cooperation to the Board of Inquiry in full recognition of the necessity of protecting the Port of New York and of the public interest. The Committee expressed its confidence in the integrity of the Board of Inquiry and further declared its hope that the Board will now proceed in an atmosphere free from tension.

APPENDIX E

RECOMMENDATIONS SUBMITTED TO THE BOARD OF INQUIRY BY THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, DEC. 6, 1951

We desire at this time to present to the Board the ILA's program to improve and further stabilize labor and industrial conditions in the Port of New York for the benefit of its own members, the industry of which it is a part, and the general public. This program will be divided into four principal parts:

Part I will deal with wildcat strikes and the means to prevent the recurrence of this type of irresponsible and unauthorized action, and the adjudication of all grievances arising under the contract.

Part II will deal with the mechanics of balloting on new collective agreements.

Part III concerns the improvement of the internal administration of some of the subdivisions of the ILA, strengthening, wherever necessary, their democratic processes.

Part IV deals with certain other waterfront problems of which we wish to take cognizance.

Underlying the ILA program is the recognition, often ignored, even by some public bodies, that members of a labor union not only have rights which must be secured to them, but that they also have correlative duties which they must discharge if these rights are to be realized.

At the outset we want to make it perfectly clear that, in our opinion, many of the projects embodied in this program have to do with matters clearly beyond the jurisdiction of the Board. However, in order to present a complete, integrated program we have included these projects in this statement with the reservation that, by so doing, we are not waiving any objections we might have to any inquiry by the Board into the matters covered.

The longshore industry and the part played in it by the ILA grow out of a half century of experience and mutual relationships. Conditions and programs, no matter how idyllic they may appear

on paper, cannot successfully be imposed on this industry from without, if they are unrelated to its special experience and needs. The ILA program here proposed is based on our knowledge of what the industry can absorb and what the ILA and its members can assimilate.

The need for the reforms here outlined was known to the ILA before the recent wildcat strike. Important steps had already been taken by us to pursue that part of the program which it is within our power to undertake. Foremost among these steps was the action taken by the 1951 ILA convention in accepting the recommendations of President Joseph P. Ryan's report and in amending the International Constitution so as to strengthen the powers of the parent body to take effective measures in dealing with locals, officers, and members who would not abide by the Constitution, rules and stated policies of the ILA and the contracts which the ILA negotiated with the employers. Even before the 1951 Convention the ILA had acted to institute local reforms, but serious questions were raised as to its powers under its own Constitution, and on more than one occasion the authority to act was challenged in the courts. It was to remove these doubts and to strengthen the power of the International to cope with local problems that the Constitutional amendments were proposed and adopted in July, 1951.

As yet the ILA has had no opportunity to carry out its plans. Almost immediately following the Convention came the organization and meetings of the Wage Scale Conference Committees and the protracted negotiation of the new contract. And after the conclusion of the collective agreement came the work stoppage which engaged all the energies of the Atlantic Coast District, the International officers and the locals which were interested in keeping their members at work, manning the piers, and living up to the contract. Since the end of the work stoppage, we have, as you know, been occupied with the hearings before this Board.

The ILA, given a comparatively peaceful period under its new contract, will, in line with its plans, and the action already taken, promptly and vigorously act upon its program of improvements. The specific problems which our program covers and the steps which we think best calculated to solve them are as follows:

PART I

The Establishment of a Port-Wide Court of Industrial Justice for the Elimination of Wildcat Strikes and the Enforcement of Contracts

1—*Elimination of wildcat strikes through an industrial court*—
Even before the recent wildcat strike, which so grievously affected the Port of New York, with tremendous losses to employers, ILA members, and the public, the problem of curbing the strike-happy handful of wilful local leaders and their comparatively small fol-

lowing from tying up a portion of the Port in defiance of the contract whenever it suited their whim, has engaged the attention of the ILA and its officers, on the one hand, and the employers and the New York Shipping Association, on the other.

The ILA feels strongly that there never was any justification or excuse for wildcat strikes in this industry. If any individual, group, local, or even a group of locals felt that they had a grievance, ample machinery existed, and still exists, under the collective agreement with the employers to redress such a grievance. The agreement provides for an arbitration committee with equal employer and union representation to adjust any dispute or grievance arising under the contract. Provision is also made for an impartial umpire in case the employer and union representatives cannot agree.

With this opportunity for peaceful, law-abiding settlement of disputes, wildcat or unauthorized stoppages, harmful to the industry and destructive in its effect upon the members of the ILA, cannot be tolerated. The ILA will not condone, accept, or excuse these unauthorized stoppages and believes that both the employers and the union should do everything in their power to discourage and eliminate them.

To that end, the matter was brought to the special attention of the 1951 ILA Convention by President Ryan, the Mayor's Committee on Port Conditions dealt with the same problem, and the employers made stern demands that something be done about it. Indeed, in the 1951 contract, a joint committee of representatives of the ILA and the New York Shipping Association was set up to work out an effective solution for the problem. The ILA recognizes, and all fair-minded employers should also, that the enforcement of the collective agreement against violation of its terms by wildcaters is not a one-way street. Industrial justice requires that violations of the agreement by management likewise be promptly and effectively dealt with.

The ILA proposes that the report of the committee to prevent wild-cat striking adopt the following plan:

A. The Board of Arbitration set up in paragraph 21 of the collective agreement should be clothed with authority, if such be in any respect now wanting, to become in effect a portwide Court of Industrial Justice. This Court should have the clear power:

(1) to adjudicate all complaints and disputes arising under the contract and resolve any conflict of interpretation of its provisions.

(2) to determine any claim that the agreement has been violated by an employer, including the claim of a lockout, and to make any order which it deems necessary to do justice in the circumstances, including an award of loss of pay or financial damages sustained by the worker involved or the union.

(3) to determine any claim that the agreement has been violated by the union or any of its members, including the claim of a wildcat strike, and to make any order which it deems

necessary to do justice in the circumstances, including an award for money damages sustained by reason of the breach. (In the case of wildcat or unauthorized strikes, money damages should not be assessed against the innocent members or locals, but they should be assessed against those officers and members initiating, participating in, and fostering any unauthorized work stoppages in proportion to their individual guilt. If a local itself sponsors or voluntarily cooperates with the stoppage, its treasury should be liable. The individual offenders should personally compensate those injured by their acts. They should be required to compensate both the employers and their fellow workers who have been injured by their irresponsible and unnecessary acts.)

B. Any finding, decision, award, order, or other action of this Court shall be final, conclusive, and binding upon all parties and may be enforced by appropriate action in any court of law or equity.

C. No strikes, lockouts or other cessation of work, or interference therewith, shall be ordered or sanctioned by any party covered by the collective agreement during its term, except as against a party failing to comply with a decision, award, or order of this Industrial Court.

This plan is not compulsory arbitration as that phrase is generally understood. Adjudication of disputes under a collective agreement, freely arrived at, stands on a different footing, morally and legally, from the compulsory arbitration in the making of contracts. Morally, because both parties, having entered into an agreement of their own free will and in good faith, they ought to live up to it. Legally, each side, having bound itself by contract to limit its freedom of action, should be required to live up to it during its life.

The ILA states flatly that it will not ask the employers to reopen the 1951 contract. That contract in our opinion is valid and binding on both union and employers. We intend to live up to it and we expect the employers to do the same.

It is emphatically not true, as has been asserted by the insurgents, that the gains made in the past by the ILA have been won only through strikes. The ILA feels that it has a good contract with the employers. The gains which the union has made and which have been incorporated into the collective agreements have been won not through strikes but through years of collective bargaining. The handful of insurgents, and their claque in some minor sections of the press and elsewhere, who are consistently urging the ILA members to walk off their jobs have lost for the long-shoremen of this port much more than they have ever gained through their actions. The ILA has not and will not abandon its right to strike in support of its just demands in the making of a contract. But it considers the use of a strike as a last resort and not as a routine means of enforcing demands. The ILA certainly has no intention of striking or supporting or allowing any strike

when a valid contract exists which governs the conditions of employment in the longshore industry.

2—*Elimination of wildcat strikes through internal discipline*—In addition to the part the ILA must play under its contractual machinery, it should and will also deal severely on its own with those guilty of unauthorized stoppages. These stoppages are too costly to our members, our industry, and the public welfare for us to coddle the individuals responsible for them and the ILA will not hesitate even where an entire local is involved. If a local is guilty of consistent unauthorized stoppages, the ILA will take disciplinary measures against such local under the powers granted to it by the Constitution, including reorganization of the local. If local officers, instead of doing their duty by restraining wildcat strikers, in fact aid or cooperate with them, these officers should and will be disciplined.

3—*The elimination of wildcat strikes through education on the meaning of picketing*—For well over half a century organized labor both in this state and throughout the country has fought to obtain recognition for picketing both in law and in the public mind as a legitimate weapon in labor's efforts to improve the lot of workers in industry and trade. The fight has been a costly one. The struggle has claimed many victims but it has been worth the efforts and the sacrifices and has finally proved successful. Public recognition of the propriety and usefulness of picketing has become so widespread that the Supreme Court of the United States has ruled that picketing in a proper case constitutes free speech protected by the first and fourteenth amendments to the Federal Constitution. The ILA, as a part of organized labor, glories in the achievement and regards it as one of labor's most precious and cherished rights.

However, picketing is not a harlot walking the streets with a sign on her back. Merely because a group or a mob parade back and forth carrying signs, they do not thereby become a picket line entitled to the respect which labor throughout the years has fought to obtain for this type of public persuasion.

Picketing in its true sense refers to acts by a legitimate and responsible labor organization or a group seeking to organize itself into a labor union. It does not cover the acts of a mob defying their responsible union leadership and violating the terms of their union constitution as well as the collective agreement which their union has entered into and which affords them peaceful means for resolving their disputes and settling their grievances.

An understanding of the true meaning of picketing and when a picket line is entitled to the respect of all loyal union men cannot be successfully imposed by fiat. It must be the product of education.

The ILA intends to participate in this educational process through the ILA Longshore News, its union meetings and other facilities. The ILA will lead the way, but it cannot do the job alone. It will need the help of both industry and public.

In fact, the ILA has already commenced this job of leading the way. Throughout the recent wildcat strike, from October 15 to November 9, the ILA, its loyal locals and its officers taught the lesson that a picket line posted in furtherance of an unauthorized and outlaw strike was entitled to no respect from good trade unionists and should be crossed by them in the interest of sound trade unionism and the public welfare. Indeed, on the very day before the insurgent leaders agreed to end their part in the wildcat strike, 5,000 ILA longshoremen were working in this port as a result of the urgings and efforts of the ILA and those locals who remained faithful to their union Constitution and the collective agreement. This educational effort, instead of being sneered at and minimized, should be praised and encouraged. For we shall continue that process of education, and we ask this Board, as an agency of public education, to give the ILA its help and cooperation in its report to the Industrial Commissioner.

PART II.

Procedural Improvements in the Balloting on the Collective Agreement

The ILA holds that the evidence adduced by this Board in its hearings establishes that the vote taken on October 11 by the Atlantic Coast District to approve or reject the proposed collective agreement was fair, honest and properly conducted in accordance with established practices to which the insurgents, no less than the loyal locals, subscribed. It is clear that this contract was approved by a large majority of the ILA members who chose to exercise their right to vote.

However, as a result of the claims that were made by some of the wildcatters—afterthoughts and unfounded though we believe them to be—the ILA officials, in order to avoid a repetition of such unsupported claims, or of any possible abuse of the ILA's procedure, will recommend to the Atlantic Coast District the following modifications in the method of voting on the collective agreement:

1. Negotiations between the ILA Wage Scale Conference Committee and the employers should begin earlier so that the negotiations may end not later than two weeks before the termination of the old contract. At that time a final proposition by the employers should be ready for submission to the membership of the Atlantic Coast District for their decision.

The actual vote should be taken about ten days after the employers' proposition has been distributed to the membership. This would allow sufficient time for consideration and discussion of the various features of the contract before the actual vote is taken.

2. In conducting the balloting, the present practice followed by local officials in marking the membership book of each voter should be improved by providing for a common identification

stamp to be supplied by the ILA and used by all locals throughout the District.

3. After the ballots have been counted, the final tabulation should be reported to the offices of the Atlantic Coast District not only by telephone but by a confirmatory telegram or letter, signed by the authorized local officials who conducted the balloting.

4. All ballots on contract votes should, as a matter of course, be kept by the locals for at least thirty days after the day of the vote in case a recount is necessary. The ballots should be retained for a longer period than thirty days, if, within the thirty day period, the locals are ordered to retain their ballots by the International or the Atlantic Coast District. At present most locals retain the ballots for a reasonable time, but the practice is neither universal nor required. This provision would assure uniformity.

PART III

Improvement of the Internal Administration of Some of the Subdivisions of the ILA Within the Framework of the ILA Constitution

Unlike some international unions the constitutional structure of the ILA is such that the various locals chartered by the International have a large degree of autonomy. This local autonomy, however, must not be permitted to perpetuate conditions in any local which prevent it from living up to the normal standards of a democratic organization. We know that the great majority of the ILA locals maintain democratic standards in the conduct of their local affairs. We recognize, however, that now and again there may be lapses in one or another of the locals. These lapses occur in every large labor organization in the land or for that matter in any other large body of men, whether it be political, civic or economic. Such lapses, where they exist, are totally unrelated to the 1951 contract or the wildcat strike, except in the philosophic sense that all phases of life are related to each other. The insurgent locals as well as those that remained loyal to the ILA are affected by the same human fault. These situations do, however, require correction and constant vigilance. We in the ILA do not in any way sanction or condone such sore spots as may exist. On the contrary, it is our desire and firm intention to cure them wherever they may be found.

To the end of remedying any lapses, the ILA intends as speedily as possible to undertake the task of improving the responsiveness of its locals to the needs of democratic self government. We shall take the necessary action whether the local in question was faithful to the policies of the ILA or insurgent during the recent wildcat strike. The steps which we propose to take are these:

A—A survey will be made of all locals in the Port. If any local does not come up to the standards of democracy and more specifically the standards set forth herein, it will be ordered to

correct forthwith the specific defects which exists and to comply with the minimum standards which the ILA prescribes. If it fails to do so, the International and the New York District Council will see that the proper reforms are instituted, including reorganization of the local, if necessary, and that disciplinary measures are taken against those failing to comply with the initial directive.

B—The ILA will periodically re-audit and re-examine the administration of the locals to insure that they are maintaining at least the standards which have been set.

C—All locals will be required to observe the following seven minimum standards:

1. They must keep accurate records particularly those dealing with finances. All locals must have bank accounts for the deposit of the funds of the local in accordance with the ILA Constitution.

2. The officers handling the funds of each local should be bonded in accordance with the ILA Constitution.

3. The salaries of the officers should be determined by the local and the minutes should clearly reflect the decision made.

4. The financial affairs of each local should be audited periodically by a certified public accountant.

5. Periodic meetings of the membership should be held and a record of the proceedings kept.

6. All locals should have regular elections for local officers not less frequently than every five years.

7. The admission of new members to a local should be based on a full written application made on the uniform, official ILA form and passed upon by a committee selected by the local.

PART IV

Other Waterfront Problems—Kickbacks, Loansharks and Pilferage

1—*Kickbacks*—The problem of kickbacks, which has received a great deal of publicity is, in this industry at least, largely a thing of the past. With a strong union representing his interests, no longshoreman need pay a kickback for a job. To whatever extent kickbacks still exist in this Port, however, their elimination is the task of the law enforcement agencies of our City. Kickbacks are made criminal by law, and the district attorneys should vigorously enforce that law. We in the ILA will do our utmost to cooperate with the police and the district attorneys and will, as we have in the past, attempt to eliminate this vicious practice whenever it comes to our attention.

To this end, on the recommendation of President Ryan, the ILA amended its Constitution at its 1951 Convention to subject to union discipline any member or officer of the ILA who participates

in, or, if an officer, condones any kickbacks of wages. We intend to enforce this provision to the full extent of our ability.

2—*Lonesharks*—Lonesharks are an evil group preying on long-shoremen as well as workers in nearly every other industry. The evil of usury and loansharking goes back deep into the roots of ancient times. This practice, like kickbacks, constitutes a crime and should be wiped out by the law. The ILA has attempted to eradicate this evil by securing for its members high wages together with welfare, vacation and pension benefits so that they will not have to turn to loansharks in times of stress, emergency or old age. Thus, through its organized economic power, it has sought to remove the breeding ground on which these parasites thrive. This policy the ILA will, of course, continue.

In addition we propose the following:

A. The employers, wherever practicable, should set up a system by which workingmen in emergencies can obtain loans without interest against wages already earned during the week, up to approximately 75 percent of those wages. This, we feel, would greatly minimize the need to resort to loan sharks in such times of emergency.

B. As a further means of combating this evil the ILA proposes to study the feasibility of establishing an ILA credit union for the workers in this industry under the supervision of the New York State Banking Department. In this project we shall invite the cooperation of the employers.

3—*Pilferage*—Pilferage is unquestionably a problem facing our industry. It exists in this Port as in every other port in the world.

In its collective agreements, the ILA has stipulated with the New York Shipping Association that it will not defend any person found guilty of pilfering. Even more, the Union has agreed to expel any such member. We have also cooperated with the law enforcement agencies in eliminating this crime and punishing the offenders.

But theft can be appreciably decreased if men are not exposed to unnecessary temptation. Pilferage in many cases is a matter of bad packaging. In this respect the fault lies with the exporters and shippers. Knowing of the dangers and temptations leading to theft, they have nevertheless preferred to take the calculated risk inherent in poor packaging rather than incur the expense of removing the temptation by better packaging.

In order to decrease the losses from waterfront theft, the ILA recommends continued vigorous action by law enforcement agencies and waterfront police to which it will give its full cooperation. In addition, the ILA proposes that certain exporters and shippers who have heretofore been guilty of inadequate packaging take steps immediately to remove this source of opportunity and temptation for pilfering.

CONCLUSION

In conclusion, we should like to say, on behalf of the ILA, that this program which we have presented is the result of much thought and planning. We have attempted to cover those features of the waterfront scene which we believe merit immediate attention. We have set forth our program to improve and further stabilize labor conditions in this Port as fully and in as much detail as we could at this time.

The ILA is a living organization, making progress in stages. In spite of the individualistic temperament of waterfront workers, the ILA, for over 30 years, has maintained an almost unbroken record of peaceful relationships with our employers. At the same time, through the process of collective bargaining and mutual understanding, we have achieved a high level of wages, reasonable hours, and excellent conditions of employment. Nor is the ILA a "Johnny-come-lately" union in fighting Communist saboteurs in industry. If our country today, as in the last war, feels safe and secure in the loyalty of the union men who work on our nation's piers, it is, we are proud to say, because we in the ILA have done our job well. But it took guts and faith to win the fight.

Finally, we wish to say that we are submitting this program with the conviction that it will contribute to the general well-being of our members, the general prosperity of the industry and the general welfare of the community.

Respectfully submitted,

JOSEPH P. RYAN, President
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION.

WALDMAN & WALDMAN,
Attorneys for INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION

APPENDIX F

RECOMMENDATIONS SUBMITTED TO THE BOARD OF INQUIRY BY NEW YORK SHIPPING ASSOCIATION

Your Board has requested the New York Shipping Association to submit, for Board consideration, any recommendations, suggestions or comment the employers may have to improve and stabilize industrial relations between the shipping interests in the Port of Greater New York and vicinity (steamship operators, contracting stevedores, etc.) and their waterfront employees represented by the International Longshoremen's Association and its affiliated Locals.

Employers are not in a position to deal or interfere with matters relating to the administration of the Union, as such matters are the direct responsibility of the Union itself. The Association is, therefore, limiting its recommendations, suggestions or comment to matters of basic importance in the maintenance of labor-management relationships that are fair both to themselves and to their waterfront employees and that will reduce to a minimum friction or misunderstanding between them.

1. *Collective Bargaining*—A Union recognized by the employers for collective bargaining purposes is empowered to bargain through representatives of their own choosing. The employers must accept without question all persons designated by the responsible officials of the Union as the duly authorized members of the Union's negotiating committee. To avoid misunderstanding, it is suggested that in connection with future negotiations for the renewal of agreements that the Union furnished to the Association, in advance of the commencement of such negotiations, a list of the names of its Wage Scale Conference Committee members and the identity of the Local each represents.

2. *Acceptance of Agreements*—When all of the proposals submitted by the Union and by the employers for the renewal of the agreements have been discussed and disposed of at joint meetings of the parties and the negotiations have been concluded, and the Association is subsequently notified by the responsible Union officials that the revised agreements have been accepted by a vote of the Union membership, the employers have the right to expect that the Union and *all* of its affiliated Locals in the Port will abide by *all* of the provisions thus agreed upon. An ensuing work stoppage caused by the action of one or more Locals or undertaken under the direction or with the approval of their respective officers, because one or more of the provisions of the new agreements are locally undesirable or for any other alleged reason, is an unjustified act of a minority and an unwarranted breach of contract which should be subject to effective disciplinary action by the Union and reimbursement to the operators by the Locals involved of losses incurred as a result of such breaches of the agreement.

3. *Elimination of Work Stoppages Generally*—A work stoppage because of an alleged grievance or a difference of opinion as to the interpretation or application of a provision of an agreement is unnecessarily wasteful and burdensome to all parties concerned—the public, the ship operator, the employer and the employees—and is never justified in view of the specific machinery established under the agreements for the adjustment of any disputes that may arise thereunder. If not promptly disposed of "on the spot" through the good offices of the local representatives of the employer and of the men involved, a committee of four equally representative of the Union and of the Association is convened and, if they fail to agree, a fifth person (customarily selected from the panels of the American Arbitration Association) determines the question involved. In the instances in which the existing

arbitration machinery has been utilized, the adjustment agreed upon or the award finally rendered has been complied with by the parties.

Many work stoppages have occurred when the available adjustment facilities are ignored and concerted action is taken by a group of employees who make their own unilateral determination of the meaning of a contract clause or of any other matter despite the fact that the agreements contain the following provision prohibiting such action:

“No Steamship Company or Contracting Stevedore and no official, District Council, or Local of the International Longshoremen’s Association, shall make any change in this agreement nor render any interpretation of any provision thereof which shall be binding on any of the parties hereto. A difference of opinion regarding the meaning of any provision of this agreement, which cannot be amicably adjusted between the parties, shall be determined only by an Arbitration Committee appointed in accordance with Clause 21.”

We have no knowledge of a “lockout” by an employer. The serious economic effects of such unauthorized work stoppages caused the employers, during the 1951 contract renewal negotiations, to submit the following proposals:

“The employers are alarmed at the increasing number of work stoppages. Men have walked off piers in all parts of the Port in an effort to win concessions or correct alleged grievances without utilizing the adjustment machinery provided for under the agreement. Employers have suffered serious losses because of such work stoppages and the reputation of the Port has been considerably injured. The employers insist that a small joint Sub-Committee be appointed to explore the possibility of working out a mutually satisfactory arrangement to prevent such work stoppages.”

The Union readily accepted this proposal. The Joint Committee, as a result of its exploratory work, may be able to submit practical recommendations for the amendment or implementation of the existing adjustment machinery, to the end that grievances will be settled more expeditiously and that compliance with *all* provisions of the agreements by *all* of the parties thereto will be assured.

4. *Uniform Port-Wide Compliance*—Every provision of the agreements should be observed uniformly throughout the Port. No Local and no area should be permitted to determine for itself whether and to what extent a particular contractual requirement will be complied with. Employers should not be required to undertake costly and time-consuming litigation to enforce a perfectly clear and unequivocal provision of an agreement. In the day-to-day operations, both employers and the Union should apply contractual clauses uniformly throughout the Port.

5. *Shape-Up*—The views of the industry on this matter are best expressed in a report recently submitted by Mr. J. V. Lyon, Chairman of the New York Shipping Association, to the Sub-Committee on Labor Conditions as they Affect Waterfront Commerce of the Mayor's Joint Committee on Port Industry, reading as follows:

“The shape-up in this Port has been found by the employers and the Union best fitted to meet the needs of the industry. There has been much criticism levelled at it but no other practical method of hiring except the so-called hiring hall has been suggested. The hiring hall has been held to be illegal and those who favor it do not appear to be fully aware of the impact it would have on this industry. We know too well what has happened on the Pacific Coast to advocate the adoption of the hiring hall system or any modification of it.

Ordinarily men employed at a shape-up work more or less regularly at certain piers. A large percentage of waterfront labor is, therefore, employed in steady gangs. The composition of these gangs may be changed by absenteeism, illness, etc., conditions that exist in industry generally.

If the shape-up is ‘outmoded,’ ‘medieval’ or ‘archaic,’ I am sure the employers and the Union would welcome constructive suggestions from any competent source to change or modify it. To date, however, only the hiring hall system has been suggested and that is unacceptable to either party.”

6. *Hiring*—With respect to this matter, the views of the industry are also expressed in Mr. Lyon's report to the same Sub-Committee of the Mayor's Committee, as follows:

“Under existing collective bargaining agreements foreman stevedores shall be selected solely by the employer. Despite this provision, the Union insists that the foreman stevedore and key men, before being employed, be approved by them. Thus the employee actually becomes the selectee of the Union.

The employer should not be deprived, under any circumstances, of the right to select his foreman stevedore. He must, however, see that the foreman stevedore shall give preference in hiring to men who have regularly worked on the pier for which they are being hired.”

7. *General*—The employment of waterfront labor presents certain problems which do not exist in other industries. The uncertainty of ship arrivals, their inability to dock or be worked because of weather conditions, failure of cargo to arrive as expected, etc., prevents routine methods of employment. Despite the difficulties inherent in the industry, great strides have been made in the improvement of the conditions of waterfront labor under the collective bargaining that has functioned for many years between the employers and the Union, as evidenced by the wage rates, guarantees of minimum pay periods, limitation of shaping to once daily,

and the provisions for vacation, welfare and pension benefits. With patience, understanding and good faith between the parties and the normal recognition of the sanctity of contracts, the employers are hopeful that the labor relations problems of the industry will be equitably solved.

Submitted on behalf of the Members of the Association

By: JOSEPH MAYER, Counsel

APPENDIX G

RECOMMENDATIONS SUBMITTED TO THE BOARD OF INQUIRY BY THE STRIKE COMMITTEE, DEC. 20, 1951

In the theory of Free Enterprise practised in the United States the profit motive may be considered in some circles as the dominant factor. However, today with the advances in the social sphere of the constellation of Free Enterprise, free and democratic unions have become a necessity for the continuance of Free Enterprise.

Within the ILA there is a crying need for democratization. The rank and file member is not a voice crying in the wilderness. He is not even a voice. As a result of corruption, inefficiency and bland indifference aided and abetted by an undemocratic constitution, which has been rammed down the mouths of the rank and file, the ILA has become a feudal estate dedicated to the enrichment of a chosen few. The vast minority is exploited socially, financially and physically.

Some of the immediate causes of the work stoppage of 1951 have been enumerated to you, to wit:—phony vote, lack of representation of the rank and file on the ACD Wage Scale Committee, dissatisfaction with many of the cardinal tenets of the alleged 1951 contract and general ignorance on the part of the majority of the rank and file concerning the terms of the alleged contract for 1951. It would be repetitious to go into detail concerning each item and would be pyramiding the same subject matter. However, in much the same manner as a competent diagnostician apprises himself of the cause of complaint of the patient, we humbly submit that the above enumerated complaints can be attributed to the one source in the internal system of the patient. The patient is suffering from an acute respiratory ailment which only the penicillin of democracy may arrest. The bitterness of frustration has touched the hearts and inflamed the minds of the rank and file of the ILA. We, the members of the Strike Committee, believe that if the following recommendations are used by the parties concerned, the gloomy picture of the Maritime Industry within the Port of Greater New York and Vicinity will be brightened.

Our program of rehabilitation is composed of five principal parts:

Part I will deal with the composition and procedure of the Atlantic Coast District Wage Scale Committee.

Part II will deal with balloting procedure on the ratification of the proposed contract.

Part III will deal with grievances and the improvement of grievance machinery existing under the contract.

Part IV will deal with grievances existing within the internal administration of the ILA.

Part V will deal with a number of other important factors in our proposed rehabilitation program.

PART I

Recommendations Concerning the Composition and Procedure of the Atlantic Coast District Wage Scale Committee

1. The Wage Scale Committee of the Atlantic Coast District is top-heavy with officers of the executive council, Atlantic Coast vice presidents, organizers and officers of particular locals.

The composition of the Union's wage scale committee should be in the ratio of 75% non-office holding members in good standing of the local unions to 25% union officer personnel of all categories—local union, Atlantic District and International.

2. The Atlantic Coast Wage Scale Committee shall convene not later than two months before the expiration date of the then existing contract.

3. Any subcommittee either appointed by the Chairman or elected by the membership within the ACD shall be composed of equal members holding office within any local or in the upper echelon and an equal number of non-office-holding rank and file members.

4. The unit for contract negotiations should be limited to those companies and the local unions which operate in the Port of New York, that is, Manhattan, Brooklyn, Staten Island and the State of New Jersey.

5. The non-office-holding members of the committee shall be elected by each local union on a per capita basis at a duly scheduled membership meeting. Notice of said meeting shall be given to the membership of the local union at least one week in advance of the meeting. Nominations for committee places shall be made from the floor and the election shall be supervised by the elections committee selected by the membership.

6. No member of the ILA not duly elected by the membership of his particular local shall have his credentials accepted by the Credential Committee.

a. The Credential Committee shall be composed of equal numbers of members holding office within the ILA and rank and file members.

b. Each elected member of the Wage Scale Committee shall be

certified in writing to the International by the president and secretary of the local union.

c. No local or any of its members shall be allowed membership on the ACD if that local has not had an election of officers within the five-year period preceding the month and year of the ACD. All locals shall present certified copies of the fact that elections have been held within the past five years.

d. The ACD shall keep for permanent purposes in its offices the names of the officers of its particular locals—their tenure, including the year they were elected.

7. No delegate shall be permitted to take his seat on said committee if his election and certification has not been within the prescribed method set forth above.

8. Parliamentary procedure shall prevail during all meetings of the ACD and the chairman shall not directly or by indirection speak for or against any proposal while occupying the chair.

PART II

Balloting Procedure on the Collective Agreement

1. There shall be central balloting places within the Port of Greater New York and Vicinity.

2. Voting machines shall be used.

3. Voting shall be held on the 2nd Sunday following the last day of the ACD Wage Scale Conference.

4. When voting—members shall have their names checked with the particular ILA ledger and then his membership book shall be stamped. The stamp shall include the fact that the said member has voted, the place where he voted, and the date of his voting.

5. Literature on the proposed terms for the new contract shall be distributed not later than five days preceding the day of balloting.

6. A committee to supervise the elections in the places selected for central balloting purposes shall be elected from the membership within the particular geographical area.

7. The election of the committee to supervise the balloting shall be accomplished prior to the Composition of the Wage Scale Committee. The said committee shall be composed of an equal number of officers of the particular locals involved and rank and file members not holding office in any particular local.

8. Every local within the Atlantic Coast District shall have a special meeting not later than four days subsequent to the last day of the Atlantic Coast District Conference to intimately acquaint the rank and file on all phases of the new proposed agreement.

9. The election committee shall elect a subcommittee composed equally of officers of particular ILA locals in the area and rank and file members. The said subcommittee shall be the body to decide all questions and/or disputes concerning the right of any

particular member to vote and/or any particular question concerning any phase of the balloting.

10. The results of the balloting shall be reported to ILA Headquarters by telegram with the names of the subcommittee appended thereto. The next day following the balloting, a letter shall be sent to the ILA Headquarters confirming the results of the balloting. The said letter shall contain the signatures of all the members of the election committee in each geographical area.

11. Upon receipt of the said letter the ILA Headquarters shall by letter or any other type of literature send and distribute to all the areas; when the voting had been taken a complete tabulation of the balloting including therein, the number of men voting from particular locals, and the complete breakdown of the said vote.

12. Under no circumstances shall any member of the ILA officially notify the N. Y. Shipping Operators Association concerning the results of the balloting for at least three days subsequent to the day of voting.

13. In all elections for local officers and delegates to the International convention the vote shall be by secret ballot registered by a voting machine. Such elections shall be conducted and supervised by an elections committee composed of non-officer and non-candidate members of the local union elected to said committee at a duly called meeting of the local.

PART III

Grievances and the Improvement of Grievance Machinery Existing Under the Contract

It is evident that a laceration if untended becomes sore and infectious and in some instances leads to serious difficulties, not excluding dismemberment. We may apply this simple medical truism to an industrial grievance and maintain to a certainty that a grievance which is not speedily handled often becomes an industrial malady. The grievance machinery existing between the N. Y. Shipping Operators Association and the ILA has rarely been invoked in comparison with the number of grievances existing under the previous contracts between the said parties.

The lack of the use of the grievance machinery can be traced to many factors: first and paramount is the fear of the rank and file member to set forth his grievance, after an indifferent local official has half-heartedly represented him at the pier level. The fear of retribution is justified for every member of the ILA is a casual employee and as such has no employment seniority and can be dealt with summarily by the hiring boss.

Another reason for the lack of the use of the grievance machinery is the complete lack of confidence in this machinery due to the highly-important time factor. Most grievances in the past have not been settled speedily by this machinery. It has been the ex-

perience of the rank and file members of the ILA, that where a grievance existed between the Shipping Operators Association and the ILA, the most speedy way of adjusting the grievances was a work stoppage.

We, the members of the Strike Committee, decry this method of settling grievances,—work stoppages harm the industry as well as the economy of the average longshoreman, who is usually a victim of the credit malady of our economic system.

The Board of Arbitration set up in paragraph 21 of the alleged 1951 contract is cumbersome and unwieldy. If one were to interpret clause 21 in the light of recent past history concerning arbitration of ILA matters, it would be readily evident that a better solution to grievances existing should be employed.

It is with this thought that we submit that an Impartial Arbitrer should be selected and empowered by the ILA and the N. Y. Shipping Association :

1. Adjust all complaints and grievances existing and arising under the relevant contract and to be the source of authority in resolving any dispute concerning the interpretation of its provisions.

2. To decide whether any particular provision of the contract has been violated by any of the parties and money damages may be awarded for damages sustained by the breach of contract.

3. Any member of the ILA may bring his grievance directly to the Impartial Arbitrer after notification to his business agent of the particular local.

4. Any finding of the Impartial Arbitrer shall be conclusive and binding upon all parties and may be enforced by appropriate action in any court of law or equity.

The requisites and qualifications for the Impartial Arbitrer should be that he emulate the qualities of such recognized men in the field of maritime labor as the Rev. James M. Corridan, S. J., Director of the Xavier Labor School and the Rev. John Monaghan, Ph.D., founder and chaplain of the Associated Catholic Trade Unionists in America.

PART IV

Grievances Existing Within the Internal Administration of the ILA

The highly frustrating picture painted by one of our witnesses concerning his efforts to have a meeting within his particular ILA local should be used as a guide in any rehabilitation program. It is apparent after listening to the admissions of a high official of the ILA that regular meetings and regularly held elections of officers of particular locals of the ILA was not a reality. This same high ILA official admitted that he was an official of a local which did not have an election in 16 years. It has also been testified that

another official of the ILA has held office since 1922 without an intervening election.

It is apparent that the machinery within the ILA is not able at the present time to cope with the internal inefficiencies because indifference, inefficiency and corruption extends to the highest officers of the ILA. Therefore solely with the desire to clean house within the organization we humbly submit the following solution.

That an Impartial Arbiter shall be selected by the members of this Board of Inquiry and he shall be clothed with the authority to entertain and decide all claims by any ILA member concerning any particular grievance that he may have within the internal affairs of the ILA against any officers of the local, the local itself and/or any council, committee, subcommittee of any geographic area including its officers and not excluding the ranking officers of the ILA.

The Impartial Arbiter shall be clothed with authority to effectively follow up any decision made by him in the course of his duties.

Some specific problems within the ILA and their proposed recommendations:

1. All the officers of the Atlantic Coast District should resign their positions due to their forfeiture of their stewardship to the ILA rank and file.

2. The President, vice president (executive), and the members of the Executive Council of the ILA should resign for the betterment of trade union progress in America and to bolster the badly-shattered morale of the rank and file of the ILA.

3. All incumbent officers of locals holding their office for a period of five years, without an intervening election, must submit that office to the membership of the said local to be voted upon. Nominations and elections for any officers within the local should not be held at the same meeting. There should be an intervening time between the nominations and the elections of officers of not less than 20 days nor more than 30 days.

4. Detailed financial reports shall be made at least quarterly by both the local unions and the International. At each year's end the books of the locals and the International shall be audited by an independent firm of accountants and submit a detailed report to the membership of each local at the next regular meeting of said local.

5. All local unions shall hold monthly meetings on a regularly scheduled day in a place conveniently suited for a meeting of the local's membership.

PART V

Other Important Factors in Our Proposed Rehabilitation Program

1. All employers—steamship company or stevedoring company—

shall recognize the establishment of "steady gangs." The number of such gangs shall be established on the basis of the workload experience of the previous six months. Such gangs shall constitute the seniority standing of the longshoremen and the seniority principle shall govern on all hirings.

2. Extra labor over and above the established "steady gangs" shall be hired from among the paid-up membership of the local union in control of the pier on a rotating schedule to be established by the local union. No outside labor shall be hired in any event until all the available membership of the local union in charge of the pier shall be hired.

3. All companies shall establish a method of giving at least 24 hours advance notice of work opportunities to the "steady gangs" and to the local unions.

4. A detailed financial report shall be made quarterly by the Trustees of the Pension and Welfare Funds and such data shall be distributed to the membership of the ILA.

5. Any member of the ILA entitled to a vacation shall be notified of that fact through his home local.

6. There shall be eliminated from the membership rolls of all the local unions the names of those members who are employed in other industries for more than 30% of their past year's working time.

7. Each pier shall elect a pier steward from among the membership working on said pier. Both the Union and the employer shall recognize the steward system as the first step in the policing of the contract terms and the adjustment of grievances arising thereunder.

And finally in conclusion it is recommended that the negotiations for the 1951 contract have never been closed—hence there has been no ratification—hence there is no contract and as such the men of the Port of Greater New York and vicinity are working under no contract. Therefore, we respectfully recommend that the negotiations for the 1951 contract be continued.

It is respectfully submitted that any or all of our recommendations have been made with the desire to assist the committee in its task of seeking remedies to waterfront maladies, and to promote harmonious relationships with all parties.

APPENDIX H

COMPLAINTS REGARDING PUBLIC LOADERS ON PIERS IN NEW YORK HARBOR, STATEMENT SUBMITTED BY THE PORT OF NEW YORK AUTHORITY

Diversion of Commerce on Account of Public Loaders

A substantial number of midwest exporters and importers have expressed dissatisfaction with the loading situation at the Port of

New York, and have stated that they have diverted, or will divert, freight to other ports.

On February 1, 1950, the A. C. Marquardt Company, a grocery concern of Cleveland, Ohio, stated that 12 carloads of freight were to be moved through Baltimore because there would be no public loading charges assessed there, and it would cost them 4¢ per 100 lbs. for such service at New York. The commodity was canned citrus juice moving via coastwise ships from Florida producing points.

On July 11th the Victor DeSanctis Company of Cleveland, Ohio, advised that it would divert inbound tonnage from New York to Baltimore because of public loader charges. These were imports of wines, olive oil, cheese and other products from France and Italy.

On October 26, 1949 the Lempeo International Incorporated of Cleveland, Ohio, an exporter, wrote as follows:—

“You will recall from time to time we have indicated our displeasure with the practices of Public Loaders on export shipments handled through the port of New York.

Just recently we moved sixteen shipments destined to Greece, and due to expiry dates of letters of credit we were obliged to expedite as much as possible. On fourteen of these shipments we were billed public loading charges, none of which we could recover from our foreign customers.

We are bringing this matter to your attention as we are well aware that no such charges are assessed at other North Atlantic Ports. Even though we have favored the port of New York for many years, a situation such as this leaves us no alternative but to consider routing our future shipments through ports other than New York.”

On November 15, 1949 the Union Chain & Manufacturing Company of Sandusky, Ohio, advised that they were amending their export sales terms to call for Baltimore vessel delivery. This change had been suggested by their freight forwarder as a means for avoiding charges of public unloading on truck movements to New York. The traffic manager estimated that New York was losing 25 shipments per month of chains and other manufactured equipment.

The B. F. Goodrich Chemical Company of Cleveland, Ohio, has stated on several occasions that they are giving serious consideration to diverting a portion of their shipments through Gulf ports because of public loader charges at New York.

On June 7, 1949 the Grinnell Company, Inc., manufacturers with a plant at Warren, Ohio, which ships by motor freight to the seaboard for export, complained about pier unloading charges assessed at the Brooklyn pier, Foot of Pearl Street. The overseas customer declined to pay the charge and the exporter had to absorb it. The Grinnell Company points out they have no way of determining what these charges will be, and closes with the paragraph:—

“We can see no real reason why we should be assessed these charges at the Port of New York, when we can ship via other ports, thereby eliminating additional charges of this nature.”

The Lincoln Electric Company of Cleveland, Ohio, complained

in February, 1950 of charges of \$10.00 for unloading one crate of 1300 lbs., pier unspecified.

The same company complained of a charge of \$8.84 for unloading 20 cases of approximately 500 lbs. each at Pier 45, North River. This was equivalent to about 20 per cent of the bill for trucking the goods from Cleveland to New York.

Frequent complaints have been received from the Master Lock Company at Milwaukee. The company ships 4 to 8 truckloads per month for export. The letter of October 26, 1949 says:—

“A racket has been developed on New York piers, which is causing shippers thousands of dollars. Where substantial shipments are involved, unions refuse to unload shipments unless a cash payment is made to the Dock Superintendent. Possibly there may be collusion with the truck drivers, but we have definitely established that a racket does exist and that it is giving the Port of New York a black eye. Every truck carrier we have contacted refuses to accept our truckload shipments with a guarantee that no unloading charge will be made.”

The Master Lock Company enclosed a letter from their truckmen reading in part as follows:—

“We cannot make a definite reply as to union unloading cost or charges as union loaders do not work under an established scale. Unloading platforms do not exist at the piers and the freight must be lowered from the trailer floor to the street level. Prior to the war all union loaders worked under a tariff which would provide the shipping public with an idea of costs involved when employing union loaders. Since that time their price is predicated solely on the mood the union loaders may be in. We can often fight with them relative to charges they assess but we have no alternative to pay whatever price they name us.”

Another letter from the same company said:—

“The next shipment of about 20,000 lbs. is scheduled for November and if we cannot get a definite commitment from the unloaders we will probably be forced to ship via another port.”

The Textile Machine Company of Reading, Penna., and the Lieberknecht Machine Company of Reading, Penna., have shipped substantial consignments of hosiery knitting machinery through the Port of New York to England. The freight forwarder for this company, the Inter-Maritime Forwarding Company of Brooklyn, advised on November 11, 1949 that there was no way of telling the shipper the actual cost of shipping machinery through the Port of New York because of the varying charges made by loaders to unload these heavy pieces at New York piers. The letter, signed by the Vice President of the company closed by asking:—

“to have one flat rate for machinery so that we and our clients can know exactly what it will cost to ship marine machinery through the Port of New York. If something is not done regarding these rates, we feel our clients will go to other ports; such as Philadelphia and Baltimore where these rates are not applicable.”

The textile machinery companies complained of exorbitant rates for handling cases of machinery from the truck to the pier. One example was a charge of \$3.00 per ton at Pier 7, Bush Docks, where a charge of 15¢ per 100 lbs. was assessed, nearly double the

stated charge of 8½¢ per 100 lbs., for *loading*. Contained in the circular issued by the Truck Loading Authority (a joint committee of truckmen and longshoremen).

The same company complained of a similar overcharge at Pier 54, North River, the Cunard Line. A charge of \$80.00 was assessed, which, according to the loading scale, should have cost \$36.00.

A third complaint was made against an \$80.00 charge for unloading at Pier 74, North River, the U. S. Lines. In all three cases, the matter was followed up by outsiders and the public loaders agreed to make some adjustment in rates for the future, but declined any refunds.

William & Harvey Rowland, Inc. of Philadelphia, Penna., which makes numerous shipments of automobile springs in cases ranging from 40 to 120 pounds in weight, complained through Mr. James Zink, their traffic consultant, about charges at New York piers. By letter dated June 17th, Mr. Zink attached a bill submitted by the motor carrier handling the shipment to the Rowland Company's Export Division (Detroit Auto Spring Co.) for \$12.32 for unloading. Mr. Zink said:—

“apparently there is no protection for shippers from unloading charges and the shipping public is at the mercy of the union loaders thru the medium of the common carrier by motor vehicle.”

Pennsalt International Corporation of Philadelphia, shippers of export salt, complained on January 25, 1949, saying in part:—

“From time to time we have received bills from various trucking companies for unloading charges at New York piers. We know that these charges are not regulated, and are not covered in any of the tariffs, and are merely a fee paid by the driver to certain unloaders who avail themselves at the head of the piers mainly for the purpose of unloading export cargo from trucks and placing same on the pier. We have also heard that there has been considerable discussion on the matter in the Port of New York, between the longshoremen's unions and the trucking association.

Since we have not been able to establish any rate basis for these unloading charges, we are wondering if you can give us any information on this situation. Up to the present moment we have been quite reluctant to have any cargo move through the Port of New York, due to these unregulated charges. It seems to us that neither the steamship lines nor the trucking companies will assume any responsibility for these charges, and have more or less passed them on to the shipper.”

The Pantex Company of Pawtucket, Rhode Island, complained under date of February 29, 1948, as follows:—

“I would appreciate any information you can give me as to how the unloading charges are arrived at on truckloads of our machinery weighing from 200 to 2000 pounds per piece when unloaded at various piers that come under your jurisdiction. According to the truckmen and according to the various charges billed us, it would seem that there are no two piers that charge on the same basis.

On our quotations to our overseas customers and also for our general information, we are never able to figure in advance how much these charges are going to be.”

The above complaints from the interior apply to both loading and unloading charges at the piers. Most of them apply to un-

loading because the interior shipper quotes his sale prices, in most instances, alongside ship at the port, and has control of the routing and can choose New York or another port at his option.

On imports the interior receiver is not so familiar with the loading charges and did not in many cases pay them until recent years, when the local pick-up carrier began to pass them on to the over-the-road carrier and the over-the-road carrier passed them on to the importer.

The complaints are generally aimed at irresponsibility on the part of the public loaders in the following respects:—

1. Failure to provide men between 3:30 and 5 p.m. for unloading trucks, arriving at the piers, in the late afternoon before 4 p.m.

2. Exorbitant charges over an above the informally agreed-upon scale issued by the Truck Loading Authority.

3. Demands for charges for no services performed or requested.

As a result of complaints with respect to loading charges, truck delays, and other matters at the New York steamship piers, a steamship-motor carrier bureau was set up by the local motor carriers and steamship companies to investigate specific complaints. This committee functioned for two or three years but was terminated through lack of funds late in 1949. Most of the facts in regard to specific complaints come from the files of this committee.

Failure to Provide Men for Loading Trucks Arriving at the Piers

On June 23, 1949, the Baltimore and New York Express Company reported that the public loaders at Pier 16, New York Dock, Brooklyn, had refused to load 200 bags of coffee. The truck reported prior to 4:00 p.m. but the loaders said they had too much work to load the coffee before 5:00 p.m. and declined to work thereafter. After argument and delay, the service was finally given. No decision was reached until the boss loader could be reached.

At about the same time on June 21, 1949, the St. George Trucking Company complained that lack of service on loading rubber at the same pier (No. 16, New York Dock, Brooklyn) which is operated by Moore McCormack. The truck was reported to have arrived at noon, the loaders said they were busy with coffee trucks and unable to handle the rubber truck. After appeal to the Pier Superintendent, the truck was finally loaded about 5:00 p.m.

On the same day at Pier 15, New York Dock, also operated by Moore McCormack, the McGovern Trucking Company complained they were unable to get loading service on four bales of rabbit skins. The truck arrived at 4:00 p.m. The boss loader told the driver to come back the next morning. The steamship superintendent advised the cargo was ready, but the truck was turned away without making the pickup.

On June 7, 1949, the Victory Corporation complained of insufficient public loaders at Pier 60, North River, operated by the U. S. Lines. The truck arrived at 11:15 a.m. but the loading of the ship-

ment of rabbit skins took until 3:00 p.m. because of inadequate loader personnel. The truck driver was prohibited from handling his own freight.

The same company had reported a similar delay June 15th. The truck arrived at 10:44 a.m. and was not loaded until 3:55 p.m.

On June 13, 1949, the B. & R. Trucking Company reported trouble at Pier 6, Bush, Brooklyn, operated by Waterman Line. The truck arrived at 2:30 p.m. to pick up 685 bundles of paper bags. Loading was not finished by 5:00 p.m. and the driver was told he would have to pay for overtime or come back the following day. Following appeal to the Pier Superintendent, the truck was finally loaded at 5:30 p.m.

On June 7, 1949, the Harry Blades Trucking Company called at Pier A, Erie Basin, for 150 bags of cocoa beans. The truck arrived at 3:30 p.m., the loaders informed the driver he would have to return the next day. After appeal to the Pier Superintendent, loading was finally finished at 5:00 p.m.

A similar complaint was made on June 7, 1949 at Pier 16, New York Dock (Moore McCormack) by Seaboard Freight Lines. The truck arrived at 2:00 p.m., loading started at 3:40 p.m., and was finished at 4:20 p.m. only after appeal to the Pier Superintendent.

A delay of five hours in obtaining loading service for about 70 packages was reported at Pier 9, New York Dock, Brooklyn, on May 23rd, 1949 by Motor Haulage Company. The truckman arrived at the pier at 9:30 a.m. and it was not loaded until 2:30 p.m. The steamship company refused to make a notation of the delay at the request of the driver, declaring that it was not responsible for the public loader delay.

Exorbitant Charges for Loading

The Naumes Forwarding Company, Chicago, complained on May 14, 1948, of amounts paid for public loading at various piers, stating that they exceeded the so-called official loading charge. They cited 40 cases of cheese weighing 4,422 pounds at Pier 84, North River. They had to pay \$4.00 as against \$2.58, which they calculate to be the proper charge at a rate of 6¢ per 100 lbs.

They refer also to 100 cases of canned anchovies weighing 2,754 pounds, at Pier 8, Bush Docks, Brooklyn. The charge was \$2.00 against a calculated rate of \$1.40 at the so-called official rate of 5¢ per 100 lbs.

The Cooper-Bessemer Corporation of Grove City, Pennsylvania, noted on February 15, 1950, that they had been charged \$7.00 on 14 boxes of parts weighing 8,410 pounds, and compared this to a previous charge of \$20.00 for 4 boxes of engine parts weighing 3,555 pounds, and a charge of \$2.55 for one box weighing 2,939 pounds. They cannot understand these discrepancies, and state that there should be a standard charge. At the highest rate in the Loading Authority Tariff (8½¢ per 100 lbs. for pieces weighing

more than 750 lbs. each) the charge for the 4 boxes of engine parts would work out to less than \$3.00.

The St. George Trucking Corporation of Staten Island complained on June 15, 1949, of charges assessed at Pier 30, New York Dock. The loaders asked 25¢ per crate for loading 312 crates of plywood, substantially above the charge stipulated by the Truck Loading Authority. The truckman paid \$20.68 over the normal charge. This particular case was referred to the arbitrator, Hugh Sheridan, and the truckman received a refund. However, the truckman states that difficulties are regularly experienced at Pier 30 in over-charges.

On June 1, 1949, the Meca Trucking Company complained of an overcharge at Pier 37, New York Dock. The loader declined to load at the normal charge of 5¢ per 100 pounds and demanded 7¢. Despite the intervention of the Superintendent of the Pier, the higher charge was assessed. The commodity was rayon lining in cases each weighing 700 pounds.

On May 22, 1949, the Brooks Transportation Company complained of overcharges at Pier 56, North River. Seven bales, each 300 pounds, were involved. The public loader insisted on a charge of \$1.75 as against the stated charge of \$1.05. After a representative of the Steamship-Motor Carrier Bureau intervened, the loader finally agreed to observe the tariff.

These instances are very few which occurred in the Spring and Summer of 1949, which were brought to the attention of the Steamship-Motor Carrier Bureau and were investigated on the spot, resulting in some cases in refunds or agreement to withdraw the demand for charges in excess of the stated schedule. Such appeals and individual adjustments could cover but a fraction of the situations met in the Port.

Informal Machinery Not Adequate

The Steamship-Motor Carrier Bureau was an organization supported by voluntary contributions, but the staff has been abolished because of lack of funds. So-called, Truck Loading Authority functions only by persuasion and arbitration where individual pier boss loaders are willing to arbitrate. Mr. Hugh Sheridan, the arbitrator, would be the first to agree that its scope and powers are very limited.

All of the above procedure is extremely expensive and cumbersome and temporary.

It is analogous to an attempt to control the operation of taxicab drivers with respect to refusal to give service, exorbitant charges, etc. by having the passenger complain to a Better Business Bureau or the New York City Department of Commerce in the hope that an adjustment can be made by persuasion after expensive individual investigation of each incident.

In contrast the taxicab situation is now controlled by licenses issued by the Police Department, which can be revoked if the

driver refuses to give service or attempts to make overcharges above the scale prescribed.

Situation at Other Ports

At Boston and Philadelphia, the pier operators furnish labor for loading and unloading trucks at request of the shipper. Shippers can use their own labor and equipment to load, if they choose. In most cases, this service is furnished on the basis of public tariff charges which are known to the shipper. The shipper is required to utilize such service only as he requests it.

In other ports, such as Liverpool, London, and Antwerp, stevedore employers are licensed to load by the Port Administration, and their charges are filed and approved.

Except in New York, some agency requires responsibility on the part of those who set themselves up to perform loading service or unloading service at the shipping piers.

Originally, in New York, public loaders were brought in as helpers by the truckmen. Eventually they established themselves as self-constituted and self-regulated purveyors of service on the docks, not under the employ and control of the steamship companies, and not subject to any public control.

With few exceptions, on import freight, no consignee or no consignee's truckman can pick up the freight without employing the public loaders even though he should so desire. The exceptions are principally cases where paper handlers and others, who have established their right as a union to participate in this operation, are permitted to load on the piers.

The steamship companies decline to assume any jurisdiction, and there is apparently no way of requiring them to furnish this service, since technically their transportation function is completed when the freight is placed on the dock accessible to the consignee's truck.

Public Interest in Loaders

At the present time, the loading charges and delays to trucks, which are incident to refusal to give service, are being charged back to the shippers. In many cases, the shippers do not require the service and object to paying. Where they do require this service, they desire uniform published charges, adequate service, and some administrative agency with power to act, to whom they can bring complaints for prompt and inexpensive correction.

Exporters, who have heretofore not been required to utilize loaders except on request, are fearful that the loaders will impose charges on all freight handled from truck to steamship pier deck. Much of this freight is now palletized, and does not require manual lifting between the truck and the pier. Where such service is required, because of excessive weight of individual crates, exporters are willing to pay for the service, provided the charges

are known in advance, prompt service is available, and the charges are non-discriminatory and reasonable and subject to review by an impartial agency.

Under the present state of affairs, the exporters and importers are dissatisfied with the loader situation at the Port of New York. Many of them try to make the best of the situation by direct negotiations with a loading boss at a particular pier in order to secure the other advantages of the Port of New York, such as frequent ship sailings, availability of forwarding, inspection and bank services. Others, however, have diverted or have threatened to divert tonnage to other ports where loading service is available on request at reasonable rates by responsible agencies. It is impossible to estimate accurately how much diversion takes place on account of the unsatisfactory loading situation at New York, but the complaints are constant and substantial, and the bitterness regarding seeming lack of interest in establishing proper responsibility is increasing.

APPENDIX I

CHRONOLOGY OF 1951 EVENTS CONCERNING COLLECTIVE BARGAINING NEGOTIATIONS, RATIFICATION AND WORK STOPPAGE

1. *August 10, 1951*—ILA sends letter to all Atlantic Coast District locals inviting them to send representatives to September 5 Wage Scale Conference.

2. *September 5*—Wage Scale Conference convenes in New York.

3. *September 10*—Negotiations begin in New York City between 125-man ILA Wage Scale Committee and New York Shipping Association.

4. *September 24*—ILA requests permission of locals to extend negotiations beyond contract expiration date of October 1.

5. *October 8*—Negotiations concluded with final proposition of employer.

6. *October 10*—Special edition of "Longshore News" distributed to announce date of balloting and proposed changes in contract.

7. *October 11*—Elections held at locals in Atlantic Coast District. Shipping Association advised that contract was accepted.

8. *October 12*—ILA sends letter to Shipping Association confirming ratification. Latter advises its members of acceptance.

9. *October 13 and 14*—Piers in operation.

* 10. *October 15*—Walk-out of longshoremen begins in morning, spreads to 15 piers, covering more than 1,000 employees. Leading locals are 791, 1124, 808, and 968.

11. *October 16*—Walk-out spreads to Locals 824, 856, and covers 2,000 men. Twenty-four ships idle.

* Information here and in following paragraphs taken from newspaper and other accounts.

12. *October 17*—Walk-out spreads to additional piers and covers 3,000 men. Thirty-three piers idle.

13. *October 18*—Thirty-six piers now idle, 34 ships tied up with 12 ships diverted. Acting Mayor of New York City orders City Labor Relations Director to "take swift steps to settle strike." Gene Sampson emerges as strike leader. Striking locals announce they would hold out for demands made at start of negotiations including 25-cent-an-hour increase, guaranteed eight hours' pay, increased vacation and welfare benefits.

14. *October 19*—Fifty ships tied up. All Brooklyn piers down except one. "Motorcades" of strikers tour docks. Cyrus Ching, Director of Federal Mediation and Conciliation Service, requested by New York City Labor Relations Division to intervene.

15. *October 20*—Strikers hold meeting in Manhattan Center, attended by about 3,000. Twenty or 25-man strike committee named. Federal Mediation Service names panel of conciliators.

16. *October 21*—Five thousand men idle. Strike spreads to Hoboken, Jersey City, and East River. Federal conciliators call upon disputants to attend conference.

17. *October 22*—Twenty thousand men idle. One hundred thirty piers shut down and 97 ships not worked. Association of American Railroads embargoes all rail freight bound to New York for export except grain, coal and oil. Stoppage spreads to Boston and Baltimore. Federal mediators hold afternoon and evening meetings with disputants.

18. *October 23*—Nineteen hundred men out in Boston. In New York City, 104 ships tied up as well as 138 piers. Commerce and Industry Association asks intervention by President Truman. Cyrus Ching sends Clyde Mills, a special mediator, from Washington. Following Atlantic District Council meeting, ILA requests Ching to establish three-man board to hear all issues.

19. *October 24*—One hundred fourteen ships idle in New York City. Piled up cargo estimated at \$250,000,000.

20. *October 25*—Federal Mediation Service withdraws from dispute in formal statement saying "we see no possibility of solving it." They ask strikers to return to work.

21. *October 26*—Cyrus Ching refers dispute to President Truman who decides not to invoke Taft-Hartley Act after discussion with cabinet. Truman says dockmen "should return to work at once . . . in the national interest." ILA and Shipping Association protest to Mayor of New York City declaring police protection inadequate.

22. *October 28*—Gene Sampson, as Chairman of Strike Committee, wires President Truman requesting appointment of a fact-finding board. New York State Board of Mediation, through its chairman, indicates it would enter the picture if it could "do so without harm."

23. *October 29*—Piled up cargo now totals \$350,000,000. Strike Committee consents to work Army piers on following day. Gov-

ernor Thomas E. Dewey invokes New York State Board of Mediation.

24. *October 30*—About \$1,000,000,000 in cargo tied up, according to Commerce and Industry Association, of which a possible \$40,000,000 is loss. New York Shipping Association files charges with NLRB against Locals 791, 1258, 895, 808, and 975, alleging violation of Taft-Hartley Act. Chairman Pitzele of New York State Board of Mediation starts series of meetings with parties. Strike Committee reduced to 23 and given authority to make commitments.

25. *October 31*—Entire port tied up with exception of a few scattered piers. Two thousand traveling pickets reported in operation. Ship owners estimate 35% to 40% of all New York shipping routed to other ports.

26. *November 1*—After all-night session with Strike Committee and ILA, Chairman Pitzele of State Mediation Board certifies dispute to Industrial Commissioner of New York, thereby invoking use of Article 22 of the New York State Labor Law.

27. *November 2*—Commissioner Corsi establishes Board of Inquiry, naming Messrs. Catherwood, Boland and Alfange along with Mintzer, counsel, and Stark, secretary. *New York Times* estimates 25,000 tons of cargo being diverted to other ports and equal amounts being returned to consignors. Postmaster of New York City says 9,000 sacks of incoming mail tied up on piers.

28. *November 5*—Board of Inquiry sworn in at noon, and convenes first hearing at 4:00 P.M. One hundred eighteen piers tied up covering 84 ships. About 2600 men reported to have returned to work.

29. *November 6*—Hearings before Board of Inquiry continue. Newspaper estimate 2,500 to 3,000 men at work.

30. *November 7*—Hearings of Board of Inquiry continue. Charge of unfair labor practice filed by New York Shipping Association against five locals dismissed by National Labor Relations Board. Commerce and Industry Association estimates its 2,000 members had lost \$30,000,000 up to date.

31. *November 8*—Hearings of Board of Inquiry continue. One hundred fourteen piers and 70 ships tied up. Newspapers estimate 3800 men at work. Superior Court in Jersey City issues temporary injunction barring New York pickets from New Jersey ports used by New York Shipping Association.

32. *November 9*—After an all-night session, the State Board of Inquiry persuades the Strike Committee to end the strike. Strikers officially return to work at 1:00 P.M. Newspapers report between 10,000 and 11,000 longshoremen at work during the day. Association of American Railroads announces that embargo will be lifted shortly.

It is estimated the strike tied up \$1,000,000,000 in imports and exports and that losses in New York alone totaled \$40,000,000 with approximately \$300,000 a day lost in longshoremen's wages.

33. *November 10, 1951 to January 21, 1952*—Board of Inquiry continues public and private hearings and investigations.

34. *January 22, 1952*—Board of Inquiry submits its final report, findings and recommendations to Industrial Commissioner.

APPENDIX J

SELECTED BOOKS, ARTICLES AND REPORTS CONSULTED BY THE BOARD OF INQUIRY

Articles

- Bell, Daniel, "Last of the Business Rackets." *Fortune Magazine*: June 1951.
- Dawson, A. A. P., "The Stabilization of Dockworker's Earnings." March and April 1951.
- Longshore News*: October 10, 1951.
- Monthly Labor Review*: Vol. 73, No. 2, August 1951.
- New York Journal American*: Series of articles by Guy Richards, October 1951.
- New York Sun*: Articles by Johnson starting November 8, 1948; also articles by Joseph P. Ryan, March 1949.
- New York Times*: Series of articles on workmen's compensation. September 1951.

Books and Reports

- New York Shipping Association, *Annual Accident Reports, Port of Greater New York and Vicinity* (1947-1948, 1948-1949, 1949-1950). Central Records Bureau.
- Barnes, Charles B., *The Longshoremen*. New York: Survey Associates, Inc., 1915.
- Waterfront Employers of Seattle. *Decasualizing Longshore Labor and the Seattle Experience*, by F. P. Foisie, February 1, 1934.
- U. S. Congress. Senate. Sub-Committee on Labor and Management Relations, Committee on Labor and Public Welfare. *Hearing on S. 1044*. June 15, 1951.
- International Labor Office. Inland Transportation Committee. Report II *Decasualization of Dock Labour*. Geneva 1949.
- Johnson, Malcolm, *Crime on the Labor Front*. New York: McGraw-Hill, 1950.
- Keller, Marvel. *Decasualization of Longshore Work in San Francisco*. WPA, Nat. Research Project Report No. L2. Philadelphia, April 1939.
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- McElroy, F. S. and McCormack, G. R., *Injuries and Accident Causes in the Longshore Industry*, U. S. Department of Labor, Bureau of Labor Statistics, Bulletin No. 764, 1944.
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- Report of New York State Joint Legislative Committee on Industrial and Labor Conditions, Legislative Document, No. 39, 1943.
- Report of New York State Joint Legislative Committee on Unemployment, 1933.
- Report of Sub-Committee No. 3, Mayor's Joint Committee on Port Industry, Transportation Rate Disadvantages as they affect the Competitive Position of the Port of New York, March 15, 1951.

- Report of Sub-Committee No. 5, Mayor's Committee on Port Industry, Waterfront Labor Conditions. Also the minority report of Mr. J. V. Lyon for the New York Shipping Association.
- Review of Work of National Dock Labor Board, 1947-49, submitted to National Joint Council for Port Transportation Industry, March 1950.
- Stern, Boris, *Cargo Handling and Longshore Labor Conditions*, United States Department of Labor, Bureau of Labor Statistics, Bul. 550, February 1932.
- Swanstrom, Edward, *The Waterfront Labor Problem*. New York: Fordham University Press, 1938.
- The New York Waterfront*, A Report by the Citizens Waterfront Committee, New York, 1946.

Documents and Statements

- Agreements, Negotiated by the New York Shipping Association with the International Longshoremen's Association, for the Port of Greater New York and Vicinity. Effective October 1, 1949. Issued by New York District Council International Longshoremen's Association.
- Award of William H. Davis, Arbitrator, General Cargo, Cargo Repairmen, Checkers and Clerking Agreements, New York, December 31, 1945.
- Complaints Regarding Public Loaders on Piers in New York Harbor—a Statement Submitted to the Mayor's Committee on Port Industry by the Port of New York Authority.
- Constitution, International Longshoremen's Association, 1951.
- Directory*, International Longshoremen's Association, March 1951.
- Financial Statement*, International Longshoremen's Association, July 1 to December 31, 1949.
- Letter from Joseph P. Ryan, President of International Longshoremen's Association, and J. V. Lyon, Chairman of New York Shipping Association to President Truman, October 9, 1948.
- Letter to Board of Inquiry re condition of New York City piers and competitive position of the port from Edward F. Cavanagh, Jr., Commissioner of Marine and Aviation. New York City, January 14, 1952.
- "Memorandum and Recommendations on the New York Waterfront," report by Kings County American Labor Party, submitted to the Board of Inquiry December 14, 1951.
- Port of New York, Current Trend—U. S. Foreign Trade*, Report prepared by New York Office, New York State Department of Commerce, November 1951.
- Statement on Membership and Functions of New York Shipping Association to Board of Inquiry, December 1951.