

Longshore industry
(1944)

**WATERFRONT EMPLOYERS ASSOCIATION
OF THE PACIFIC COAST**

FINANCIAL CENTER BUILDING

405 MONTGOMERY STREET

SAN FRANCISCO 4, CAL.

September 25, 1944

International Longshoremen's and
Warehousemen's Union
150 Golden Gate Avenue
San Francisco, California

Dear Sirs:

In the negotiations now under way between your Union and this Association for amending the present longshore agreement, the position of the Waterfront Employers Association of the Pacific Coast for the employers whom it represents is as follows:

- 1 - The provisions of the present agreement have been extended by mutual understanding.
- 2 - The Employer's Association will at the appropriate time concur in the request of the International Longshoremen's and Warehousemen's Union that a special tripartite panel of the National War Labor Board be designated to conduct hearings in accordance with the rules and regulations of the National Board. The Employer's Association can not, however, concur in that request on the ground set forth by the ILWU in the form of stipulation recently proposed.
- 3 - The introduction to the present agreement is acceptable to the Employer's Association for the purpose of defining the term of the new agreement and the manner in which it may be modified or terminated.

INSTITUTE OF
INDUSTRIAL RELATIONS

RECEIVED

DEC 8 1949

In the course of our negotiations we have exchanged proposed "preambles". We are ready to accept your view that any such preamble is no proper part of our collective bargaining agreement and for that reason we see no purpose in further discussion of it at this time. Furthermore, since the position of the Union as declared in our meeting is that the preamble proposed by the Union must be accepted or rejected by the employers save only possible changes in language, our Association has little choice but to follow the latter course.

The Union's original proposals and those added under date of September 19th have been discussed in our negotiations and we believe the Union understands the position of the employers on each of its proposals. Several of the Union's proposals would alter radically and make impracticable some conditions basic to longshore work.

The employers must now give consideration to bringing about corrections in this industry long overdue, if the industry is to carry out its war obligations.

With our letter of September 7th we submitted a revised copy of the present agreement suggesting that we strike those parts which have caused needless disputes or which restrict production. We ask your further consideration of those proposals.

In lieu of the proposals in the letter itself, we submit the following changes and additions for your consideration:

That there be added to the agreement, prior to Section 1, a joint pledge of observance of contract, including the pledge that there will be no unilateral action taken under the agreement, working or dispatching rules in any way contrary to them.

Section 2- Hours of Work

We propose that the first 8 hours worked in any one shift be paid at the straight time rate; all work in excess of the first 8 hours in any shift be paid at the rate of time and a half. The straight time wage rate to be negotiated.

Wages - Section 3

An adjustment of the penalty cargo rates without a net increase, whereby the same penalty rate would be added to the base wages day or night time for those commodities where there is now a difference.

In addition, we propose that penalty cargo rates shall be paid only to longshoremen who physically handle the cargo, except in those few cases where others in the longshore gang incur the equivalent offensiveness or hazard.

Hiring Halls - Section 4

It is proposed that branch hiring halls be set up in East Bay and at Crockett in the San Francisco Bay Area, and in Long Beach.

It is further proposed that men and gangs shall be dispatched only to members of this Association.

It is further proposed that each dispatching hall shall be under the control and supervision of an impartial person selected jointly by the Union and the Association; and if they are unable to agree then the Coast Arbitrator shall name the impartial person to control and supervise the dispatching hall.

The Association and the Union shall have the right to station representatives in the dispatching hall.

Section 5

It is proposed that the dispatcher shall be selected by the Joint Labor Relations Committee and shall hold office during good behavior.

Section 10 - Duties of the Port Labor Relations Committee

It is proposed to add to sub-section (e) that in case of discharge for sufficient cause, a longshoreman so discharged shall not be redispached at any time to the employer concerned and shall be subject to further discipline in the judgment of the Labor Relations Committee;

That a further sub-section be added, that it shall be the further duty of the Port Labor Relations Committee to require that registered men make themselves available for work daily, failing which the registration of such men shall be withdrawn. This is based on the obvious

obligation of the registered man to make himself available as needed if he is to have the right to the job with equal work opportunities which goes with registration.

Section 11(a)

It is proposed to insert in this section that it is the obligation of the Union to provide each employer with as many steady men and gangs as he can keep reasonably steadily employed; and should the Union be unable to provide any employer with the needed and qualified steady men and gangs, then it is the right of the employer to secure men where he can.

Section 11(d)

In order to strengthen management's control of operations so that it may meet its obligations, it is proposed to add in this section that it is understood and agreed that the employer directs the work, maintains discipline on the job, orders men as needed, shifts them as the work requires, and discharges for cause.

It is further proposed that the Union specifically agree that supervisory employees shall be free of all interference by the Union, its officers and members.

Section 11(e)

In lieu of the first two paragraphs of this section which were

stricken, it is proposed to add that men guilty of pilferage by admission, decision of the Labor Relations Committee or court finding, shall be automatically cancelled from registration. Men who practice the slow-down including those who leave the job, deliberately slow the winches or dock equipment, or who practice the habit of half working-half loafing, shall be suspended or cancelled from registration;

That men who report for work drunk or who drink on the job, who smoke in prohibited areas will be discharged and fined \$10.00 for the first offense, \$20.00 for the second, with registration suspended or cancelled for the third. Guilt shall be determined either by admission of the offender, finding of the Labor Relations Committee or by police court conviction.

That where fines are imposed by the Labor Relations Committee such fines shall be paid into the Committee and used to defray the expenses of the dispatching hall.

Section 11 (f)

In lieu of the present Section 11 (f), we propose the following:

That there shall be no restrictions on production in the agreement, the working or the dispatching rules, or permitted on the job.