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INTERNATIONAL LONGSHOREMEN'S & WAREHOUSEMEN'S UNION

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re Supreme Court of the U.S. decision upholding $750,000 judgement obtained by Juneau Spruce Corporation against the union

TO ALL UNIONS January 16, 1952

Dear Sirs and Brothers:

Unions may now be sued for their legitimate activities.

Such is the meaning of the Supreme Court decision of January 7 in which the Taft-Hartley Act was upheld as a strikebreaking and union-wrecking instrument.

With the decision, which affirms a three quarters of a million dollar judg ment obtained against our union by the Juneau Spruce Corporation, employers have been given the green light to make full use of this new type of strikebreaking.

It can be used against your union and likely will be. Therefore, we feel it is of the utmost importance to alert all labor in America with the full details of the Juneau Spruce suit.

Its significance is this: After a legitimate strike starts an employer can sign a backdoor agreement with any other union transferring to it the struck work. This is merely giving out and out strikebreaking a legal cloak. The employer then claims the existence of a jurisdictional dispute and sues the striking union for damages. If any sister union of the local on strike exercises solidarity and refuses to handle the struck work, the employer then involves the International Union in the suit, charging secondary boycott.

The above is exactly what happened to Local 16 of the ILWU at Juneau, Alaska, and to our International Union, resulting in the now upheld judgment of $750,000 with another $100,000 or so added as costs, and that is not counting what it has cost the union to defend itself against the suit.

The significance of this has been quickly seen by the employers. This is revealed in a chortling lead editorial in the January 9 issue of *The San Francisco Chronicle,* which is an excellent expositor of the employer viewpoint. That the *Chronicle* wholly distorts the facts in the case is less to the point than its conclusion which is that *"the* (Taft-Hartley) *law is now found to have teeth, and all that adds up to important ground gained."*

It does indeed add up to important ground gained for the employers, and it places in jeopardy every bona fide trade union in the country.

The Supreme Court decision took note that the Taft-Hartley Act condemns "competition for work at the expense of employers." Said the court: "Whether that condemnation was wise or unwise is not our concern." In other words, the court finds that it was the intent of the law to break all strikes, and that intent is laid at the door of Congress.

The true facts in the Juneau Spruce case were somewhat glossed over in the Supreme Court opinion written by Mr. Justice Douglas.

ILWU longshoremen in Juneau, Alaska, members of Local 16, struck the Juneau Spruce Corporation for a contract covering wages, hours and working conditions for the loading of lumber on scows, barges and ships. They had no interest in any other work than loading, which they had been doing under contract for many years with the Juneau Lumber Company, predecessor to the Juneau Spruce Corporation.

The Juneau Spruce Corporation had decided that the work traditionally performed by the longshoremen should be done by its mill workers at a lower rate of pay. The mill workers, members of the International Woodworkers of America, CIO, not only respected the longshore strike picket lines, but made official and public announcement that the work being struck properly belonged to the longshoremen.

At no time did the longshoremen seek to do any mill work or any work covered by the IWA contract. They sought only to continue to do what is longshore work, namely, loading lumber aboard vessels. In fact, from April 30, 1947 until January 21, 1948, the Juneau Spruce Corporation continued the longshoremen in employment under the same conditions for which they had worked under contract with the Jueau Lumber Company. This was surely recognition of an original jurisdiction.

The Juneau Spruce Corporation filed unfair labor charges against the ILWU with the Regional National Labor Relations Board. These charges were dismissed and the dismissal was upheld when the company appealed to the NLRB in Washington. Subsequently the company paid the expenses (as testified under oath in the trial) for the president of Local M-271 of the IWA to travel to Portland, Ore., to confer with IWA officials. It is significant that the IWA is under the direct control of National CIO, even to the extent that National CIO appoints the director of organization for IWA. The result of the local president's visit to Portland was that he returned and advised his local members to ignore the longshore strike and to go through the picket lines. At the same time, acting upon instructions of his International officials, he signed a backdoor agreement with Juneau Spruce Corporation which amended the IWA agreement so as to cover longshore work, namely, the loading of lumber aboard barges and vessels.

Work at the plant was resumed for a time with IWA disregarding ILWU picket lines. However, on October 12, 1948, the plant was closed down, ostensibly for repairs. But on October 20 the company filed its $1,025,000 suit, claiming it suffered that damage.

As this letter goes out, moves to collect on the judgment had not been made. Our union, of course, is in no position to pay even a fraction of the huge sum. It has always operated upon a low per capita and has never possessed anything other than an operating fund.

Attorneys for Juneau Spruce Corporation, however, have started a propaganda battle to depress the morale of our members. They have tried to make it appear that they can collect the judgment by attaching the funds of the various locals and forcing individual members to pay. This is nonsense insofar as the fact is concerned, for the Taft-Hartley Act itself specifically restricts the enforceability of a money judgment against the organization as an entity and against its assets.

The false propaganda is in itself significant. It reveals the true motive of the employer, and it reveals that this use of the Taft-Hartley Act was coldly calculated every step of the way.

We submit to you that in the face of the Supreme Court decision no union is safe from similar attack until the Taft-Hartley Act is repealed—and we believe it can be repealed if all labor will act in unison to achieve that end.

Sincerely and fraternally,

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION

Harry Bridges

HARRY BRIDGES,
President

Louis Goldblatt

LOUIS GOLDBLATT,
Secretary-Treasurer