

Longshore industry

INTERNATIONAL AFFILIATED WITH THE CONGRESS OF INDUSTRIAL ORGANIZATIONS
LONGSHOREMEN'S & WAREHOUSEMEN'S UNION
604 MONTGOMERY STREET, SAN FRANCISCO 11, CALIFORNIA, DOUGLAS 1663

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November 16, 1945

PROPERTY OF INSTITUTE
OF INDUSTRIAL RELATIONS
214 CALIFORNIA HALL

To: All Longshore Locals on the Pacific Coast
From: Elinor Kahn, ILWU Research Department
Re: Report on Arbitrations and Comments on dispute forms to Coast Labor Relations Committee

As the locals know, we have been for two weeks holding hearings before the Coast Arbitrator on dispute cases submitted from the local Labor Relations Committees and deadlocked in the Coast Committee.

The cases on which hearings have been completed are:

- Dispute No. 226, in the Columbia River District, involving subsistence.
- Dispute No. 155, Seattle, concerning 6 bull drivers discharged from Rothschild Stevedoring Company.
- Dispute No. 109, Los Angeles-Long Beach, involving the rate of pay for instructors aboard the SS SOLANO.
- Dispute No. 117, involving the rate of pay for lashers working on top of creosote, Los Angeles-Long Beach.

The Union presented its case on radio dispatch at the hearing on November 8 and the Union's case and arguments were concluded November 15. Hearings are scheduled for Saturday, November 17, on the remaining dispute forms which are before the arbitrator including:

- No. 120, Los Angeles-Long Beach. The issue of standby time on explosives work.
- No. 121, Los Angeles-Long Beach. The matter of tractor crane driver's differential.
- No. 130, Eureka. The matter of travel time.
- No. 132, Eureka. The matter of employers' share of dispatcher's salary.
- No. 227, Portland. The matter of retroactive pay for chief dispatcher prior to June 11, 1945.

A total of eleven cases are being presented to the Arbitrator. The employers on Thursday, November 15, notified the Arbitrator that they were going to insist on the filing of a brief covering each of the cases which has been argued. Such a procedure would delay a decision on any of the cases till several weeks after the conclusion of the hearings as briefs will not be exchanged until ten days after the transcript is received. The Union was willing to let all cases stand on the exhibits and all evidence and argument at the hearings. The employers will advise the Arbitrator finally on Saturday, November 17, whether they will waive briefs in any hearings. In any event, it is probable that the decisions will not be forthcoming until the end of the year, although every effort will be made to expedite them.

The Research Department and Coast Labor Relations Committee have been severely handicapped in the presentation of the arbitration cases by the inadequacy of material supplied by some of the locals and employer preparation of the dispute forms. For that reason, we are transmitting to you herewith copies of the dispute forms used in some of these cases and comments on the dispute forms which we hope will be studied by the Labor Relations Committee of the locals.

We trust that the suggestions will be borne in mind when other dispute forms are prepared.

COMMENTS ON DISPUTE NO. 109

This is a detailed dispute form with most of the necessary information. It fails to state under the Union's contention the important fact that the men involved were recruited through the joint hiring hall and it likewise fails to refer to the dates on which this matter was discussed in the Local Labor Relations Committee. Specifically, the dispute form should have made reference to the minutes of the Labor Relations Committee of April 11, 18, and 25, 1944, instead of merely the minutes of the 25th.

Further, the Union should not have agreed under the "facts agreed" section to a statement that "the matter is not the property of the Labor Relations Committee as it involves changes on rates of pay." Actually, it is the property of the Local Labor Relations Committee and of the Coast Committee and subsequently of the Arbitrator under the basic provisions of the Coast Longshore Agreement.

The facts agreed in this case are that a certain number of men were hired for work of a character for which no rate is provided in the longshore contract, but as they were hired from the longshore hall and by agreement of the parties, it is necessary to set appropriate rates of pay for their work.

C O P Y

Union Exhibit 1
Dispute No. 109

REPORT OF DISPUTE
to
COAST LABOR RELATIONS COMMITTEE
I.L.&W.U. AND W.E.A. OF THE PACIFIC COAST

No. 109

Date May 18, 1944

Port of Los Angeles-Long Beach
Representing the Union W. Lawrence
A. Haubrich
H. Granger
Representing the W.E.A. W. R. Marlowe
E. J. Baird
C. Burbridge

Name of Ship SS Solano
Dock Berth #179

Facts (Agreed) The matter is not the property of the Labor Relations Committee as it involves change on rates of pay.

Section of Agreement or Working Rule Involved None

Contention of Employer Representatives We cannot agree with your contention that the work being performed is not longshore work. In our opinion, every man engaged in longshore work has primarily received his training from other longshoremen with whom he has worked. At present on the winch (over)

Contention of Union Representatives Pursuant to a disagreement in local Labor Relations Committee regarding a reclassification of the men working as instructors for the Army aboard the SS Solano, we wish to submit the following schedule of wages covering same. In explaining this schedule, it must be pointed out that this work is not covered by the longshore agreement and provisions should be made to reclassify the men (over)

Was Arbitrator's Agent Called None necessary

What Was His Ruling _____

Appealed to Coast Labor Relations Committee _____
at Request of _____
(Union _____)
(Employers _____)
(Joint X _____)

Extract from Minutes of Local Labor Relations Committee Dated April 25, 1944: The Chairman reported that a committee consisting of Capt. Fields, U.S.A., with representatives of the Employers, the Union and the Metropolitan Stevelg. Co. had looked over the operation on the SS Solano. (Over)

Signed on the 19th day of May, 1944.
Local Joint Labor Relations
Committee For Employers
By Wm. R. Marlowe
For Union
By W. S. Lawrence

Note: Copy to be mailed by Local Union to District Union; Port Association to Coast Association

EMPLOYERS' CONTENTION (Cont.)

driver training program of the Pacific Coast Maritime Industry Board, trainees are being trained by experienced winch drivers who receive no differential in pay, and the same holds true in the case of working longshoremen who at present are gradually breaking in the new men who have been attached to the industry.

The very nature of the work should attract, at the prevailing rate of pay, longshoremen interested in the war effort who would undoubtedly find the work pleasing and more desirable to them than the actual handling of cargo.

As to reclassification, we can only see it as a subterfuge to grant a wage increase by attempting to circumvent the War Labor Board, and can only reiterate the position taken by the Employers at the last Labor Relations Committee meeting, "the Labor Relations Committee has no authority to reclassify or raise wages of men now employed in the training program".

It is quite evident that we are in disagreement on this question. Should you plan to press the issue, may we suggest at this time that the entire matter be referred to the Coast Labor Relations Committee.

UNION CONTENTION (Cont.)

involved, as instructors.

In the reclassification, it must be remembered that the wage scale now being paid is the regular longshore scale, and in our opinion, must be changed to a higher rate, because of the nature of the work putting these men in the category of key-men, or men acting as supervisors in the teaching of Army personnel.

The above mentioned instructors were teaching Army personnel, winchdriving, proper stowage of cargo, splicing (both rope and wire) as well as general longshore work.

Therefore, we wish to submit the following scale to cover the above mentioned.

Winch-driving instructor:

Straight time-----\$1.45 per hour.

Overtime-----\$2.17½ per hour.

Hatch-foreman and splicing instructors:

Straight time-----\$1.45 per hour.

Overtime-----\$2.17½ per hour

Dock and Frontmen instructors (also coaches lift drivers):

Straight time-----\$1.30 per hour

Overtime-----\$1.95 per hour.

EXTRACT FROM L.R.C. MINUTES (Cont.)

The Union then stated they had received a letter from the Employers in answer to their request for reclassification and a higher wage for men used in this training program.

Moved and seconded by the Union that this question be referred to the Coast Labor Relations Committee - Motion Carried.

COMMENTS ON DISPUTE NO. 226

The items "facts agreed" on this dispute form indicates one specific error which the Local Labor Relations Committee member should avoid in the preparation of disputes forms. It reads: "In accordance with the present agreed schedule, no meal allowances allowed on the first day to men who travel."

The only FACT is that no meal allowance is allowed. The matter of whether or not this is "in accordance with the present agreed schedule" is exactly the issue which is to be arbitrated. Local Committee members should be careful that in signing a dispute form they make sure that the facts agreed item contains only facts and no commitments as to interpretation of the agreement.

Otherwise the dispute form is satisfactory.

REPORT OF DISPUTE
to
COAST LABOR RELATIONS COMMITTEE
I.L.&W.U. AND W.E.A. OF THE PACIFIC COAST

No. 226

Date October 2, 1945

Port of Columbia River District (all Columbia River Locals),
Representing the Union M. Meehan, E. Baker and C. Mansfield

Representing the W.E.A. R.E. Ferguson, D.W. Morris and
G. R. Abingdon

Name of Ship _____
Dock _____

Facts (Agreed) In accordance with the present agreed schedule, no
meal allowance is allowed on the 1st day to men
who travel.

Section of Agreement or Working Rule Involved Supplement to Section
9 of the Columbia River Working Rules of June 7, 1935.

Contention of Employer Representatives It has never been the
practice to allow money for meals on the 1st day, as most men who
travel have breakfast at home and usually carry a lunch. If
subsistence is not involved men return home after the finish of
their work the same as they would do in their home port.

Contention of Union Representatives A meal allowance of \$1.00 per
meal shall be paid for each meal period or fraction thereof that
men are required to remain in an outport. When men are required
to leave their home port by 6:30 a.m. or earlier in order to
report at the time ordered in an outport they shall be authorized
to leave their home port the night preceding such starting time
and shall be paid \$2.00 lodging allowance. When men are required
to work later then 6:00 p.m. in an outport and have finished the
job a lodging allowance of two dollars shall be paid for that
night unless the travel time involved in returning to the home port
is less than one hour. Whenever lodging is involved in outport
work men shall be notified not later than 12:00 o'clock noon on the
last day of a job in order to allow reasonable time to cancel hotel
reservations. Upon failure to give such notification payment shall
be made for lodging on the last day.

Was Arbitrator's Agent Called _____

What Was His Ruling _____

Appealed to Coast Labor Relations
Committee at Request of

(Union X)
(Employers _____)
(Joint _____)

Extract from Minutes of Local Labor Relations Committee Dated April
17, 1945 - "The employers Committee stated that they could not
agree to any meal allowance for the first day".

Signed on the 12 day of Oct., 1945

Local Joint Labor Relations
Committee For Employers

By R. E. Ferguson

For Union

By Matt Meehan

Note: Copy to be mailed by Local Union to District Union; Port
Association to Coast Association

COMMENTS ON DISPUTE NO. 117

This is a good dispute form with one exception. The union members of the Labor Relations Committee contended on the dispute form that men lashing on top of deck cargo creosoted piling or lashing deck loads of piling should get the penalty rate. The dispute form fails however to set forth the proper contention of the Union which is the issue being arbitrated; namely that men performing this work are entitled to the penalty rate under the terms of the present agreement.

REPORT OF DISPUTE
to
COAST LABOR RELATIONS COMMITTEE
I.L.&W.U. AND W.E.A. OF THE PACIFIC COAST

No. 117

Date 5/14/45

Port of Los Angeles,

Representing the Union W. S. Lawrence

H. L. Granger

A. W. Haubrich

Representing the W.E.A. Wm. R. Marlowe

C. S. Burbridge

A. W. Boyd

Name of Ship _____

Dock _____

Facts (Agreed) _____

Section of Agreement or Working Rule Involved Sec. 1 and Sec. 3b of Coast Longshore Agreement

Contention of Employer Representatives Employers contention is that Section 3B of the agreement specifically states 'when handling' and inasmuch as lashers or carpenters are not required to handle the commodity, a penalty does not apply. Any interpretation to broaden this penalty clause (Cont'd on back)

Contention of Union Representatives The Union contends that inasmuch as the men who are lashing on top of a deck cargo of creosoted piling that he is just as much exposed to the creosote as if actually working it. When in the process of lashing deck loads of piling and cargo on top of same, a man is required to crawl on and about the piling thus coming in direct contact with the creosote and gets his clothes as well as his person covered with same.

Was Arbitrator's Agent Called _____

What was His Ruling _____

Appealed to Coast Labor Relations Committee at _____
Request of _____
(Union _____)
(Employers _____)
(Joint _____)

Extract from Minutes of Local Labor Relations Committee Dated _____

Extract from minutes dated 1-9-45, UC 185 - Metropolitan Steve, Co. - Claim for penalty. "On these days all lashers were either lashing creosote or lashing vehicles on the hatch and on the piling. In order to secure these it was necessary (Con. on back)

Signed on the 14th day of May, 1945.

Local Joint Labor Relations
Committee For Employers
By Wm. R. Larlowe
For Union
By W. S. Lawrence

Note: Copy to be mailed by Local Union to District Union; Port Association to Coast Association

UC 185 (Cont'd)

to work down in the narrow space between the rail and the piling; or between hatch and piling. Therefore, getting as much creosote on our clothes and body as the ship gang storing the cargo. Creosote covered the entire deck."

Donald F. Baker, Wk. #8132

Employers reported: "This man was lashing cargo either on creosoted piling or around it.

As lashers do not receive the creosote penalty, he was not paid any penalty time."

Disagreement reached - referred to the Coast Labor Relations Committee as Dispute #117.

Contention of Employer Representatives:

is beyond the power of the local LRC. Therefore, the entire question should be referred to the Coast LRC for final decision.

COMMENTS ON DISPUTE NO. 23

This dispute has no "facts agreed" on it whatsoever. It should set forth the date on which radio dispatch was initiated and the fact that radio dispatch is an essential part of the present dispatching procedure. This dispute form however does make full reference to the appropriate Labor Relations Committee minutes.

REPORT OF DISPUTE
to
COAST LABOR RELATIONS COMMITTEE
I.L.&W.U. AND W.E.A. OF THE PACIFIC COAST

No. 23

Date October 2, 1945

Port of Seattle

Representing the Union Jack Price
Fred Richardson
J. Hopkins
Representing the W.E.A. F. L. Olmstead
M. J. Weber
D. W. Cornell M. G. Ringenberg

Name of Ship _____

Dock _____

Facts (Agreed) _____

Section of Agreement or Working Rule Involved Section 10 A, 11 A

Contention of Employer Representatives Our experience in radio dis-
patching was disappointing. From the inception, gangs reported
short handed in such numbers as to delay materially getting the
work started, and this continued throughout the period radio dis-
patching was in use. The Union or dispatchers, never overcame
the impracticability and inefficiency. We therefore cannot join
in favoring continuance of such an operation.

Contention of Union Representatives That the radio dispatch should
continue through joint action of the employers and the union as it
is an asset to both parties.

Was Arbitrator's Agent Called _____

What Was His Ruling _____

Appealed to Coast Labor Relations Committee
at Request of _____

(Union Yes)
(Employers _____)
(Joint _____)

Extract from Minutes of Local Labor Relations Committee Dated This was
discussed at the meeting of September 7, 14, 1945 and formal dis-
agreement reached on Sept. 28, 1945

Signed on the Third day of October, 1945.

Local Joint Labor Relations
Committee For Employers
By M. G. Ringenberg
For Union
By Jack Price

Note: Copy to be mailed by Local Union to District Union; Port
Association to Coast Association

COMMENT ON DISPUTE NO. 155-156

Coast Labor Relations Committee received two copies of identical dispute form, one copy of which was numbered 155 and one copy number 156. Care should be taken in the use of the dispute form to see that the carbons correspond in number to the original.

The statement of facts agreed in this dispute form is inadequate as the dispute form merely refers to the union complaint without stating the date which that complaint was reported in the Local Labor Relations Committee minutes. It is preferable to incorporate in the dispute form itself either on the back page or by attachment the complete excerpts from the Local Labor Relations Committee minutes pertaining to that dispute. In this case, extracts from the minutes of January 12, January 19, and January 26 should have been appended.

Further the "facts agreed" item on the dispute form does not state the actual facts agreed to which were that six lift truck drivers ordered and employed by Rothschild Stevedoring Company on January 4 and 5 were knocked off the balance of the job. Further, the sentence which appears under "facts agreed" concerning Lt. Sutermeister's appearance belongs with the extracts from the Labor Relations Committee minutes.

In every dispute, the dispute form should indicate the number of men involved in the dispute and the date of the dispute.

C O P Y

Union Exhibit 1
Dispute No. 156

REPORT OF DISPUTE
to
COAST LABOR RELATIONS COMMITTEE
I.L.&W.U. AND W.E.A. OF THE PACIFIC COAST

No. 156

Date February 23, 1945

Port of Seattle
Representing the Union Fred Richardson
Representing the W.E.A. M. G. Ringenberg

Name of Ship S.S. Cape Blanco
Dock Pier 91

Facts (Agreed) Union complaint #33 vs. Rothschild International
Steve. Co. After hearing the complaint Lt. Sutermeister indicated
the Navy had no intention of violating or upsetting any collective
bargaining agreement.

Section of Agreement or Working Rule Involved #1
Contention of Employer Representatives As far as they were concerned
the incident is closed.

Contention of Union Representatives Contend that the six lift truck
drivers should be paid for a full night's work by the Rothschild
International Steve. Co.

Was Arbitrator's Agent Called _____
What Was His Ruling _____

Appealed to Coast Labor Relations Committee (Union _____
at Request of (Employers _____
(Joint _____)

Extract from Minutes of Local Labor Relations Committee Dated Jan-
uary 26, 1945. Lt. Sutermeister, Navy, indicated the Navy had no
intention of violating or upsetting any collective bargaining
agreement. As far as the employers are concerned the incident is
closed. The union contends that the six lift truck drivers should
be paid for a full night's work by Rothschild.

Signed on the 26 day of Feb., 1945.

Local Joint Labor Relations
Committee For Employers
By M. G. Ringenberg
For Union
By Fred Richardson

Note: Copy to be mailed by Local Union to District Union; Port
Association to Coast Association.