FOR JEANNE AMES KAGEL

“Every man’s work, whether it be literature or music or pictures or anything else, is always a portrait of himself.”

Samuel Butler, (1835-1902)
*The Way of All Flesh*
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NOTE:
I graduated from the University of California at Berkeley in 1929. I then entered the Economic Department Graduate School. Early in 1932 I went to work at the Pacific Coast Labor Bureau in San Francisco. The Bureau created by Henry Melnikow was a group of economists serving unions as research experts and advisors in negotiations and other activities of unions. We acted as assistant union business agents.

A large number of unions were clients of the Bureau, including the Longshore Union. I was assigned to work with that union. This resulted in my relationship with Harry Bridges, and my membership on the 1934 Joint Marine Strike Committee concerned with the 1934 Pacific Coast Maritime and Longshore Strike that started on May 9, 1934, involved 20,000 Longshore and Maritime workers and was very effective in closing all the Ports on the Pacific Coast. From 1932 until we entered World War II, I continued to service Unions in the San Francisco area.
BLOODY THURSDAY - THE BATTLE OF RINCON HILL

SAN FRANCISCO, JULY 5, 1934

Blood ran red in the streets of San Francisco yesterday. In the darkest day this city has know since April 18, 1906, one thousand embattled police held at bay five thousand longshoremen and their sympathizers in a sweeping front south of Market street and east of Second street. The furies of street warfare raged for hour piled on hour.

So wrote Pulitzer Prize winner Royce Brier in the San Francisco Chronicle.

In San Francisco, the shutdown of the Port was very effective. And the Employers on July 3, 1934, had decided to “open” the port. This was done under the auspices of the Industrial Association, a group of employers that took over the conduct of the strike from the Waterfront Employers’ Union. As far back as 1901 the Industrial Association was notorious as the strike breaking organization in the 1901 Teamster Lockout-Strike in San Francisco. For the 1934 strike they set up the Atlas Trucking Company, rented trucks, employed strike breakers, and commenced on July 3 to remove cargo from the piers to a warehouse adjoining the waterfront. Because of the July 4 holiday, the Atlas Company did not operate but resumed operation on July 5. Brier continued:

Two were dead, one was dying, 32 others shot and more than three score sent to hospitals.

Hundreds were injured or badly gassed. Still the strikers surged up and down the sunlit streets among thousands of foolhardy spectators. Still the clouds of tear gas, the very air darkened with hurtling bricks.

As the middle of the day wore on in indescribable turmoil the savagery of the conflict was in rising crescendo. The milling mobs fought with greater desperation, knowing the troops were coming; the police held to hard-won territory with grim resolution.

It was a Gettysburg in the miniature, with towering warehouses thrown in for good measure. It was one of those days you think of as coming to Budapest.

The purpose of it all was this: The State of California had said it would operate its waterfront railroad. The strikers had defied the State of California to do it. The police had to keep them off. They did.

Take a San Francisco map and draw a line along Second street south from Market to the bay. It passes over Rincon Hill. That is the west boundary, Market is the north of the battlefield.
Not a street in that big sector but saw its flying lead yesterday, not a street that wasn’t tramped by thousands of flying feet as the tide of battle swung high and low, as police drove them back, as they drove police back in momentary victory.

And with a dumbfounding nonchalance, San Franciscans, just plain citizens bent on business, in automobiles and on foot, moved to and fro in the battle area.

Don’t think of this as a riot. It was a hundred riots, big and little, first here, now there. Don’t think of it as one battle, but as a dozen battles.

It started with a nice, easy swing just as great battles in war often start. The Industrial Association resumed moving goods from Pier 38 at 8 a.m. A few hundred strikers were out, but were held back at Brannan street, as they had been in Tuesday’s riot, by the police.

At Bryant and Main streets were a couple of hundred strikers in an ugly mood. Police Captain Arthur de Guire decided to clear them out, and his men went after them with tear gas. The strikers ran, scrambling up Rincon Hill and hurling back rock.

Proceed now one block away, to Harrison and Main streets. Four policemen are there, about 500 of the mob are on the hill. Those cops looked like fair game.

‘Come on, boys,’ shouted the leaders.

They tell how the lads of the Confederacy had a war whoop that was a holy terror. These boys, a lot of them kids in their teens, came down that hill with a whoop. It sounded blood-curdling. One policeman stood behind a telephone pole to shelter him from the rocks and started firing his revolver.

Up the hill, up Main, came de Guire’s men on the run, afoot and the ‘mounties.’ A few shots started whizzing from up the hill, just a scattering few, with a high hum like a bumble bee.

Then de Guire’s men, about 20 of them, unlimbered from Main and Harrison and fired at random up the hill. The down-plunging mob halted, hesitated, and started scrambling up the hill again.

Here the first man fell, a curious bystander. The gunfire fell away.

Up came the tear gas boys, six or eight carloads of them. They hopped out with their masks on, and the gas guns laid down a barrage on the hillside. The hillside spouted blue gas like the Valley of the Ten Thousand Smokes.

Up the hill came the moppers-up, phalanxes of policemen with drawn revolvers. The strikers backed sullenly away on Harrison street, past Fremont street. Suddenly came half a dozen carloads of men from the Bureau of Inspectors, and right behind them a truck load of shotguns and ammunition.

In double quick they cleared Rincon Hill. Ten police cars stuck their noses over the brow of the hill.

Noon came. Napoleon said an army travels on its belly. So do strikers and police, and even newspapermen.

Now it is one o’clock. Rumors of the coming of the soldiery fly across the town. The strikers are massing down at the foot of Mission and Howard streets, where a Belt Line freight train is moving through.
Police are massed there, too; the tear gas squads, the rifle and shotgun men, the
mounties. Not a sign of machine guns so far. But the cops have them. There's
plenty of talk about the 'typewriters.'

There they go again into action, the gas boys! They're going up the stubby little
streets from the Embarcadero to Steuart street, half blocks up Mission and
Howard. Across by the Ferry Building are thousands of spectators.

Boom! Go the gas guns, boom, boom, boom!

Around the corners, like sheep pouring through a gate, go the rioters, but they
don't go very far. They stop at some distance, say a half block away, wipe their
eyes a minute, and in a moment comes a barrage of rocks.

Here's the hottest part of the battle from now on, along Steuart street from
Howard to Market. No mistake about that. It centers near the I.L.A.
headquarters.

See the mounties ride up toward that front of strikers. It's massed across the
street, a solid front of men. Take a pair of opera glasses and look at their faces.
They're challenging the on-coming mounties. The men in front are kneeling, like
sprinters at the mark.

Clatter, clatter, clatter come the bricks. Tinkle goes a window. This is war, boys,
and this Steuart street between Howard and Mission is one of the warmest spots
American industrial conflict ever saw.

The horses rear. The mounted police dodge bricks.

A police gold braid stands in the middle of the street all alone, and he blows his
whistle. Up come the gas men, the shotgun men, the rifle men. the rioters don't
give way.

Crack and boom! Sounds just like a gas bomb, but no blue smoke this time.
Back scrambles the mob and two men lie on the sidewalk. Their blood trickles in
a crimson stream away from their bodies.

Over it spreads an air of unutterable confusion. The only organization seems to
lie in little squads of officers hurrying hither and yon in automobiles. Sirens
keep up a continual screaming in the streets. You can hear them far away.

Now it was 2 o'clock. The street battle had gone on for half an hour. How many
were shot, no one knew.

Now, it was win or die for the strikers in the next few hours. The time from 2
o'clock to 3 o'clock dragged for police, but went on the wings of the wind for
the strikers. An hour's rest. They had to have that one hour.

At 3 o'clock they started again, the fighting surging once more about Steuart and
Mission streets. Here was a corner the police had, and had to hold. It was the key
to the waterfront, and it was in the shadow of the I.L.A. headquarters.

The rocks started filling the air again. They crashed through street cars. The cars
stopped and citizens huddled inside.

Panic gripped the east end of Market street. The ferry crowds were being
involved. You thought again of Budapest. The troops were coming. Soldiers.
SOLDIERS IN SAN FRANCISCO! WAR IN SAN FRANCISCO!
The day ended with the murder of H. P. Sperry, a striker who was shot in the back, and Nicholas Bordoise, a cook, who had also been shot in the back.

During the lull in the rioting, about noon time, I received a telephone call from Archbishop Hanna, the Chairman of a Mediation Board that had been set up by President Roosevelt which consisted of himself, O. K. Cushing, a San Francisco attorney, and Ed McGrady, an Assistant Secretary of Labor to Madame Perkins who was the Secretary of Labor. The Archbishop called me because I was a member of the Joint Marine Strike Committee and in that conversation he asked me to see whether the Joint Marine Strike Committee would please take some action to stop the rioting. I pointed out to the Archbishop that what was going on was beyond our control that it was the police that were using tear gas and live ammunition in their guns. I told him however that I would see how many members of the Joint Marine Strike Committee I could contact and to see what, if anything, could be done. I was able to contact Ed O’Grady, President of the Master Mates and Pilots Association, and Harry Bridges, who was the Chairman of the Joint Marine Strike Committee, and a small delegation of the Committee immediately went to see Mayor Angelo Rossi and demanded that he take action to stop the police from carrying on their activities to protect the Employers’ effort to “open” the port. Rossi refused to take such action.

Meanwhile, Governor Merriam without any request from Mayor Rossi or anyone else ordered the National Guard to occupy the Port.

Colonel R. E. Mittelstaebt issued a statement relative to the occupation of the Port by the National Guard in which he stated, “In view of the fact that we are equipped with rifles, bayonets, automatic rifles and machine guns, which are all high powered weapons, the Embarcadero will not be a safe place for persons whose reasons for being there are not sufficient to run the risk of serious injury. We have 4,000 additional National Guard troops behind us and should this number be insufficient, we can call the regular army, the navy and the marine corps to our assistance. LAW AND ORDER WILL BE MAINTAINED AT ANY COST.”

The Colonel then ordered that there be placed at the entrance of all piers guards equipped
with guns and machine guns. The Industrial Association continued the operation of moving cargo from the piers to its warehouse. As a practical matter, the action of the San Francisco police on July 5, the ordering of the National Guard to the Embarcadero, the occupation of the Embarcadero and the piers by the National Guard effectively “opened” the Port.

THE FUNERAL

On July 9, 1934, the bodies of Sperry, a world war veteran, and Bordoise lay in state at I.L.A. (International Longshoremen Association) headquarters all day Sunday attended by an honor guard of I.L.A. war veterans. On July 9th a brief service was held in the I.L.A. hall for Sperry and Bordoise. The San Francisco Chronicle wrote:

No minister of the cloth was present - only a few of the ‘comrades’ and a group of their women - wives, mothers, sweethearts and even little children...

Here and there in the group a child whimpered restless in the close atmosphere with the cloying scent of many flowers. Veterans in their old Army uniforms, already grey with years since the war in which they served stood guard over the caskets - vastly different from those youthful National Guardsmen on the Embarcadero a block away.

F. Walker, a former longshoreman spoke a few words over the caskets, two men sang, the pallbearers carried the caskets down the narrow stairway and placed them on two flat bed trucks surrounded by flowers. The cortege proceeded across Steuart Street, turned left and moved up Market Street. A group of men, eight abreast lead the procession wearing armbands with the legend “I.L.A. War Vet.” The Chronicle described the procession as follows:

In life they wouldn’t have commanded a second glance on the streets of San Francisco, but in death they were borne the length of Market Street in a stupendous and reverent procession that astounded the city. More than 15,000 men and women marched in that procession.

Howard S. Sperry war veteran and striking longshoreman and Nicholas Bordoise, an unemployed fry cook, were transformed in death into heroic symbols of labor.

While the entire city gasped in amazement yesterday, these two men who were killed in the bloody riots of last Thursday on the waterfront were given the most amazing mass funeral San Francisco has ever seen.

Four cars with relatives of the dead followed the caskets. The Union contingents was led by
William J. Lewis, President of the Pacific Coast District I.L.A. and Harry Bridges, Chairman of the Joint Marine Strike Committee, followed by the fifty members of that Committee. I was one of those members.

That day I had appeared at 8 A.M. before the Archbishop’s Mediation Board and presented the case on behalf of the Marine Engineers Beneficial Association (M.E.B.A.), and I concluded my statement to that Board by noting that I had to leave immediately because I was going to be in the funeral procession of the men who had been killed on July 5.

The *Chronicle* continued:

It was a silent grim faced procession that moved slowly deliberately through the city. And for the hour it took to pass along downtown life came to a full stop and stared. Many more thousands of people from all walks of life formed deep banks on both sides of Market Street while the noonday crowds formed a large part of the spectators there were many who waited long especially for the procession. With bared heads they stood silently and respectfully as longshoremen and maritime workers carried their dead.

And any who doubted the solid sympathy of the labor movement with the striking unions were shamed by that demonstration.

Unique was that monster procession, for the thousands of person were not held back by any police ropes, nor were there any police to regulate traffic, aside from the few officers who customarily spanned at the intersections.

And the police stood aside, melted into the crowd for the most part. This was not their parade. The marine workers had given due notice that they would handle the demonstration and pledged their solemn word a funeral it would be not more not less. No placards would be shown, they said and none were. No communist agitators would be tolerated they promised and none were. Only one communist dared show his color before that reverent procession. His attempts to distribute copies of The Western Worker at Stockton and Market Streets met with some reaction from the traffic car of striking longshoremen which preceded the procession. His papers were taken from him and he was sent spinning through the crowd.

Market Street traffic halted then banished from the street as the procession approached. Street cars were rerouted on Mission Street and the longshoremen had the street to themselves and their dead...

And San Francisco bared its head, irrespective of opinion or affiliation to let the maritime workers bury their dead in peace.

The procession ended at Duggans Funeral Parlor on 17th near Valencia.

Paul Eliel, who was the research person for the Waterfront Employers Union, stated with reference to the procession that, “It was one of the strangest and most dramatic spectacles that have
ever moved along Market Street. Its passage marked the high tide of united labor action in San Francisco. Its dramatic qualities moved the entire community without regard to individual points of view as to justice and righteousness of the striker’s cause. It created a temporary but tremendous wave of sympathy for the workers.” Elial wrote, “As the last marcher broke ranks, the certainty of a general strike, which up to this time had appeared to many to be the visionary dream of a small group of the most radical workers, became for the first time a practical and realizable objective.”

Elial also wrote, “The business community suffered another demoralizing experience the next day, when Bridges testified before the National Longshoremen’s Board (Archbishop Hanna’s Mediation Board) and reiterated the two points on which the longshoremen would not retreat: the union hiring hall and staying out until the demands of the other unions were satisfied. Bridges made an extra ordinary presentation before the Board speaking without notes and extemporaneously. He showed not only unusual command of the subject matter but of the English language as well. Employers were able for the first time to understand something of the hold which he had been able to establish over the strikers, both in his own union and in the other maritime crafts. Moreover, the employers could see clearly enough that Bridges presentation was an effective appeal to the people of San Francisco.”

**THE GENERAL 1934 SYMPATHY STRIKE AND THE END OF THE LONGSHORE - MARITIME STRIKE**

The opening of the Port by the Industrial Association with the aid of the San Francisco police and the presence of the National Guard, was a devastating blow to the strike efforts of the Longshore and Maritime Unions. Prior to Bloody Thursday there had been some calls for a general strike but it was not until after Bloody Thursday on July 5, the murder of Perry and Bordoise, and the Funeral on July 9 did the call for the general strike become a reality. And because of those events, the Joint Marine Strike Committee formally took the position in favor of a general strike.

There were two arenas within which the creation of a general strike had to be approved. One
arena being the San Francisco Labor Council and the other being the Teamsters Union Local 85.

With reference to the San Francisco Labor Council, a large number of the Local Unions demanded of the Council that it declare a general strike. The San Francisco Labor Council at that time was controlled by conservatives.

The Labor Council took the position that as a Council it could not order a general strike. Under the pressure of the Local Union Delegates, the Council then converted itself into a General Strike Committee. Within that group, there was created a fifty-person committee called the General Strike Strategy Committee. The Joint Marine Strike Committee, which had been accepted as part of the General Strike Strategy Committee, nominated Bridges to head up that Committee but Bridges failed to win the election to that post.

The Labor Council General Strike Strategy Committee sent a small committee of its members to unions which had not yet determined to favor a general strike and the committee would appear at union meetings urging the particular union involved not to join the general strike. At that time, Bridges and myself from the Joint Marine Strike Committee would follow the appearance of that San Francisco Labor Council Committee urging the Local Union to join in seeking a general strike. This occurred in approximately a half a dozen instances.

July 16, 1934, was set as the date by the Labor Council for the beginning of the general strike. At the time that the general strike was commenced there were many important unions that were not a party to a general strike. For example, all of the newspapers continued to operate, the ferry boats between San Francisco and Oakland and Berkeley continued to operate, the private streetcar system then in place continued to operate, electrical workers and power workers in power houses continued to work.

In short, what was being called a general strike by the Labor Council General Strike Strategy Committee was at the very most a partial protest and sympathy strike directed against the Employers and police activities on Bloody Thursday and one with no real preparation to assure that
a "General" strike would be effective. Bridges complained that no real efforts were made by the Labor Council to make the strike effective. He was correct. The Council put into operation a permit system for restaurants which was abandoned in less than 24 hours. Bakeries and Dairies continued to operate and Teamster Unions made their delivery.

The New York Times reported on June 18, "Public opinion so far as observable tonight, seems to be divided between bewilderment at the rapid pace of developments and a general feeling that regardless of who was right in the original dispute between longshoreman and their employers, the general strike has lasted about long enough and it is about time for the city to get back to normal."

While the Labor Council was going through its motions, the Joint Marine Strike Committee sought to get the Teamsters to join the Waterfront Strike. It was our belief that if the Teamsters would join the Waterfront Strike that such action would be a major influence upon the Waterfront Employers to settle that strike.

To that end, there were members in Local 85 of the Teamsters who were very supportive of the striking longshore and maritime workers. Michael Casey, a conservative leader, was opposed to the Teamsters joining the strike on the waterfront.

This difference between the teamster leadership and its members came to a head at a meeting held on July 11, 1934 at Dreamland Rink. At that meeting, the Committee from the Labor Council was urging the Teamsters not to join the waterfront strike. Casey made similar arguments.

Outside of that meeting, a group from the Joint Marine Strike Committee, including myself and Bridges, were present, and when there was a call for Bridges from Teamsters in the meeting friendly to the waterfront strikers, he was invited into the meeting. The rest of us also went into that meeting. Michael Casey then turned to the meeting and said, "Brothers, I give you the man of the hour, Harry Bridges." Bridges then walked out from the wing of the stage and spoke in a very low key manner to the Teamsters asking for their support. His speech was a calm summary of the
reasons for the waterfront strike ending with a review of what had happened during Bloody Thursday when the Employers together with the San Francisco police and the National Guard succeeded in opening the port.

After Bridges’ speech and some discussion from the floor, the Teamsters voted 1,220 to 71 to join the waterfront strike. That vote also made effective both the “general” strike and gave a “new life” to the waterfront strike.

When the Employers decided to create its Atlas Trucking Company, using non-union Teamsters, persons in the Industrial Association who were very friendly with Mike Casey told him in advance about their efforts and promised that when the Port was open the Industrial Association would dispose of its Atlas Trucking Company and release its non-union drivers. The vote of Local 85 teamsters made that understanding meaningless. It became clear as a result of the Teamster vote that the Teamsters were now going to spread the waterfront strike uptown by affecting the delivery of goods from the Atlas Warehouse to uptown.

The next day after that vote, Casey came to my office because I had been working with him on other negotiations involving other teamster local unions and I told him that I was present at Dreamland and Casey said to me, “Sam, when you see an avalanche coming get out in front of it don’t wait until it hits you,” he said, “my boys will be back at work eventually.”

The Secretary of the General Strike Committee was George Kidwell of the Bakery Wagon Drivers Union. George Kidwell was a student of general strikes and was of the view that if and when a general strike was called it must be ended in a very short period of time since the internal pressures created by such a strike would result in the strike itself becoming ineffective. Kidwell believed that is what had happened in Seattle in 1919 when there was a general strike there of very short duration.

Kidwell had me sit beside him during the meetings of the General Strike Committee when he worked on the resolution seeking to end the General Sympathy Strike. His final proposed
resolution provided that the General Strike Committee proposes that upon the shipowners recognizing the maritime unions and arbitrating their issues and the Longshore issues, that the General Strike Committee would take action for the immediate termination of the General Strike. That resolution, with some amendments, was adopted 207 to 180 at 1:15 AM on July 20 and that action led to an end of the General Sympathy Strike and the Teamsters then terminated their action in joining the Waterfront Strike by a vote of 1138 to 233.

John Francis Neylan was the attorney for the Hearst newspapers in the Bay Area, the Examiner and the Call-Bulletin, and one in Oakland, the Post Inquirer. It was Neylan who during the strike had gotten the Hearst newspapers together with the Independent newspapers, the San Francisco Chronicle, the San Francisco News and the Oakland Tribune to join in the red baiting crusade against the strike and Bridges. The adoption of the Kidwell resolution gave Neylan the opportunity to move the Waterfront Employers to a settlement. In later years Bill Storie, who headed the San Francisco Employers Council, told me that when the Labor Council Strike Committee passed the Kidwell resolution that there were contacts made between the conservative leadership of the Labor Council, Mike Casey, and John Francis Neylan concerning the manner of ending the General Strike and the Waterfront Strike.

John Francis Neylan wrote in his oral history that he arranged for a meeting with the Waterfront Employers and he wrote, “I invited all the shipping magnates down to my place in the country and we had an ice water lunch, no cocktails or anything of that kind, and then I took them down in the open air where all the orators could blow off steam and so on and we read the riot act to them: that the waterfront had been badly handled, that they had played right into the hands of the radicals by their atrocious neglect of the legitimate interest of labor down there; that they had to get onto themselves, and get in line and help out on this thing. That went on all afternoon down there.” Then Neylan published without really any formal permission of the Waterfront Employers a statement that, “The Waterfront Employers agreed to recognize all the maritime unions if properly established under the auspices of the Longshore Board” and negotiate and if necessary arbitrate
with those unions. The Employers had already offered and agreed to arbitrate the Longshore issues.

Historically it was the Kidwell Resolution which brought the Waterfront Strike to an end. Bridges did not directly participate in ending that strike. He in fact opposed not only the Kidwell Resolution but caused the President’s Mediation Board to conduct a coastwide vote on the matter of Longshoremen arbitrating the hiring hall issue. The Longshoremen agreed to do so and it was only after that happened that the Longshoremen went back to work which was 4 days after the actual end of the strike which was July 20, 1934.

1934 LONGSHORE ARBITRATION AWARD

After the 1934 strike ended and the Longshoremen agreed to accept arbitration of their demands, President Roosevelt converted his Mediation Board to an Arbitration Board. That Board being Archbishop Hanna, as the Chairman, O.K. Cushing, a San Francisco attorney, and Ed McGrady, an Assistant Secretary of Labor.

The arbitration case for the longshoremen was prepared by myself and Henry Melnikow and was presented to the Board by Melnikow. The Employers were represented by Attorney Herman Phleger.

Hearings started in San Francisco and then Hearings were held in Portland, Seattle, and San Pedro. These Hearings took place between August 8 and September 26, 1934. The Decision of the Board was dated October 12, 1934. The Arbitration Decision granted the Unions demand for a Coastwide Agreement, a Union controlled Hiring Hall, a six hour day, a wage increase to 95 cents per hour. It also provided for arbitration of disputes

The Arbitration Award contained provisions which became the subject of negotiations for future agreements. The Decision was ambiguous when it provided that “The Employers shall have the right to have dispatched to them when available the gangs that in their opinion was best qualified to do their work.” But the Decision also provided that, “…gangs shall be so dispatched as to equalize their earnings as nearly as practicable.” Another ambiguity developed when the Decision
provided that the Employer was free “to select their men … under policies jointly determined and
the men shall be free to select their jobs.” These ambiguities resulted in continuing problems
involving “steady men.” This subject persisted in future negotiations and some of these
ambiguities were only resolved by “job action,” negotiation, or arbitration awards.

However, the Decision did not deal with the major complaints of the Longshoremen - the
size of the load, speed up and favoritism. In the presentation of the Union’s case, evidence
concerning those complaints were introduced through Bridges testimony

I worked about eight hours preparing Bridges as the witness on those subjects. Bridges had
been at that time 12 years on the waterfront, he had worked for many Employers on a large number
of cargo items. Bridges was known on the waterfront by his various Employers as a competent,
knowledgeable longshoreman.

Bridges testimony was 105 pages of the transcript. It covered “favoritism” to preferred
gangs; the increase size of loads by named cargo; the speed up of the winches; the resultant unsafe
working conditions leading to accidents and deaths.

**JOB ACTION**

When Bridges had testified before the Arbitration Board it had been hoped that the
Arbitration Board would, as a result of his testimony, rule and give some relief on those subjects
raised by his testimony. As it turned out, however, the Arbitration Board as to Bridges complaints
ruled against the Union by ruling, “That employees must preform all work as ordered by the
employer, that the employer was free to institute such methods of discharging and loading cargo as
he considers best suited to the conduct of his business and that the employer had the right to
discharge any of his employees for incompetence, insubordination, or failure to preform the work
as ordered.”

Herb Miles and David Wellman published an article in 1987 in “Labor History” an article
entitled “Contractually Sanctioned Job Action and Workers Control: The Case of San Francisco
Longshoremen.” In that article the authors related Job Action to the unsettled complaints and stated how Job Action was used to bring about changes in the work practices over objections of the Employers. As they point out in their article, “By July 26, 1937, the Longshoremen had fashioned a coastwide agreement of sling loads of 2,300 pounds. The agreement also reflected a highly detailed consensus on exactly what would constitute a maximum load for a great variety of standardized commodities. The Agreement provided that “... all loads for commodities covered herein handled by longshoremen shall be of such size as the employer shall direct within the maximum limits hereinafter specified and no employer after such date shall direct and no longshoremen shall be required to handle loads in excess of those hereinafter.”

These changes were in most instances obtained by job action, i.e., “quicky” strikes on the job.

**HOW THE 1934 LONGSHORE - MARITIME STRIKE STARTED**

Why and how did the 1934 Longshore and Maritime Strike occur? Some early history of Longshore strikes and their results explains in part the background leading to the 1934 Longshore Maritime Strike.

Longshoremen were organized into Unions in San Francisco in the early 1860's. They eventually created a Union called the Riggers and Stevedores Union known as the Red Book Union because of the color of its dues book. That Union for a very short time was affiliated with the International Longshoremen’s Association, which was headquartered in New York.

The Red Book Union had a strike in 1916, which it lost. In 1919 the Red Book Union again went out on strike and in its proposals was a demand that the Union have representation on the Board of Directors of the steamship companies and receive a 25% split of the company stocks. It lost that strike too.

At that time on the San Francisco waterfront there was an organization called the Harmony Club. That club consisted of Walking Bosses. While the 1919 strike was going on two of those
walking bosses, Stein and Bryan, organized another union, with the cooperation of the Employers. That Union came to be called the Blue Book Union because of the color of its dues book was blue. The Employers gave that Union a "closed shop agreement" which meant that no one could work on the Waterfront unless they were a member of the Blue Book Union.

In 1981 the Matson Navigation Company published a Company history entitled "Cargoes: Matson’s First Century in the Pacific" and the book stated, “Matson and other shipowners broke a San Francisco longshore union in 1919 and replaced it with a company-dominated organization. This was complete with a blacklist and a system wherein a stevedore had to have a 'brass' (a sort of identification tag) and a blue book to get his pay but could acquire neither unless he had paid his dues to the company union and was not otherwise in its disfavor.” That Company Union, the Blue Book Union, remained in control of the longshore jobs on the San Francisco Waterfront from 1919 until 1934.

While some of the Companies had steady or star gangs of longshoremen, most of the longshoremen were hired from a "shape up." This "shape up" consisted of Longshoremen appearing each morning in front of docks or the San Francisco Ferry Building and having walking bosses come down to those areas and hand pick persons to work as Longshoremen. This practice led to a great deal of favoritism and bribery. The existence of the "shape up" was one of the most important immediate reason why the Longshoremen went on strike in 1934 and having as one of its demands the establishment of a Union controlled hiring hall.

In the latter part of 1932 and early in 1933, there were a group of longshoremen who would meet at Albion Hall for the purpose of plotting actions designed to get rid of the Blue Book Union. Bridges was one of those Longshoremen. While this group of Longshoremen was seeking to get rid of the Blue Book Union, Franklin Roosevelt was elected President of the United States and under his auspices was launched the New Deal. The New Deal included a whole group of legislative actions all designed to aid in the recovery from the 1929 Depression. One of the acts passed by Congress was the National Industrial Recovery Act that sought to provide codes for
industries in which there would be set minimum conditions of wages and hours and working conditions. The object of the codes was to stop what was then going on namely employers, because of the depression, constantly reducing wages and eliminating favorable working conditions.

One of the sections of that act was Section 7 (a) and for the first time in the history of the United States the federal government through Congress stated and provided that workers had a right to organize into unions of their own choosing. When that occurred, the Pacific Coast Labor Bureau, for which I was then working, prepared petitions which stated that the undersigned desires to have the International Longshoremen Association represent that person for collective bargaining. Those petitions were distributed on the waterfront and in a very short time thousands of longshoremen signed those petitions. It was at this time that I met Harry Bridges.

The Longshore Local Union in San Francisco, which had been in existence prior to the Blue Book Union and part of the International Longshoremens Association, was at this time resurrected. Its number was 38-79; 38 represented the District charter which the ILA had given the Longshoremen for the entire Pacific Coast District and 79 was the number of the Local Union in San Francisco.

Bridges and his supporters in a very short time were able to take over control of local 38-79 and replace Lee Holman who was appointed by Joe Ryan. Holman was too conservative for the Albion Group.

In October 1933, the Matson Steamship Company discharged four stevedores (who wore ILA badges) for refusing to pay their dues to the Blue Book Union. Matson, in its company history that I referred to previously, described the incident as follows:

The company fired four men for wearing International Longshoremen’s Association buttons on the job. President Franklin D. Roosevelt never had approved a National Recovery Act code for the waterfront, so NRA officials in San Francisco said they could do nothing to help the fired men.

At this time, Harry Bridges was only the leader of the Albion Hall faction within the ILA union, but this faction controlled a throwaway newspaper, the Waterfront Worker. This publication called for rank-and-file support of the fired men, and Bridge’s group took action.
“What we did,” he said, “was very simple: we went down there one morning, lined up in the shape-up, and as the fellows started going to work, we stopped every one of them and said, ‘Look, fellows, four guys have been fired for joining the union. Let’s have a program where they hire these four fellows back or nobody goes to work.

“So everyone stayed out. That affected the docks and the strike lasted for five days. The Matson Company and the Waterfront Employers Association went up to Skid Row [sic] and they hired a bunch of men from the employment halls. Of course, we spoke to those men and got most of them to quit.”

Eventually, the NRA persuaded Matson to fire 150 strikebreakers and take back all the strikers except the four button wearers, leaving the fate of the four to arbitration. On October 17, 1933, the arbitration board ordered Matson to rehire them, too. Bridges said later, “That reestablished the union [ILA] on the waterfront.”

On February 25, 1934, San Francisco Local Union 38-79 hosted a convention of representatives from every Longshore Local Union on the Pacific Coast. The primary purpose was to agree upon demands which would be sought in the establishment of a waterfront code under the National Industrial Recovery Act. The demands included a coastwide agreement, an increase in wages, a six hour day because of the accepted need at that time to spread employment and a union controlled hiring hall. Those basic demands eventually became the demands of the Longshoremen in the 1934 strike.

With section 7 (a) in force and the success of the Union in the Matson incident, the Longshoremen approached the Waterfront Employers union with a request for negotiations and stated that the Employers had until March 7, 1934, to accept the Union demands and if they did not do so there would be a rank and file vote on the question of a strike. The Employers did not agree to the Union demands and the Longshoremen then voted in favor of a strike which started on May 9, 1934.

Joe Ryan, the International President for the ILA, came from New York and met with the Employers and announced on May 26, 1934, that he had made an Agreement and the strike would be ended. There were no rank and file Longshoremen parties to that negotiation. The result was that that Agreement was rejected not only in San Francisco but on the entire Coast.

Ryan again came back to San Francisco and on June 16, 1934, made still another agreement
with the Employers and this time Mayor Rossi was a party to it and this time Mike Casey on behalf of the Teamsters agreed that they would see that the Agreement was enforced and this time again there were no rank and file Longshoremen who were parties to these negotiations and the agreement was rejected in San Francisco and on the entire Coast.

The Longshore Strike Coastwide continued and as crews came ashore other Maritime Unions took action to declare a strike and to join the Longshore strike and the Longshore Union then added to their demands that the Employers would have to deal with those Maritime Unions.

Randolph Meriwether of the MEBA believed that there then should be set up a Joint Committee that would be speaking to the Employers, to the federal government, and to the public on behalf of all the striking unions and not just the Longshore union. That led to the creation of the Joint Marine Strike Committee.

The Joint Marine Strike Committee was then composed of 50 representatives drawn from the Longshoremen, the three affiliates of the International Seamens Union (the Sailors Union of the Pacific), the Marine Cooks and Stewards, and the Marine Firemen, Class of the Marine Firemen, Oilmen and Water Tenders, the Master Mates and Pilots, the Marine Engineers Beneficial Association, the Shipwrights and Boatbuilders, Machinists, Boilermakers, Radio Operators, and Ships Clerks and the Ferry Boatmen. The Teamsters were asked to join the committee but they refused. The Marine Workers Industrial Union, which had been set up by the communist party, petitioned to join the Joint Marine Strike Committee but was refused such membership.

I became a member of that Committee representing Longshoremen and Marine Engineers. Bridges was elected as Chairman of that committee. On June 19, 1934 the Joint Marine Strike Committee telegraphed Mayor Rossi that it was now the Union group in control of the strike and that it would have to be dealt with in any settlement of the Longshore-Maritime strike. Each of the Unions then sent letters to the Mayor and to the Employers detailing their specific demands.

The federal government, which had been largely ignoring the maritime striking unions, now
began to make proposals for the settlement of the strike which included conditions that had to be
met on behalf of all the striking unions including the Longshoremen.

TEAMSTERS AND THE 1934 STRIKE

The Pacific Coast Labor Bureau represented and worked with the Teamsters, particularly
Local 85 the general drayage Teamster Union, which was headed by Michael Casey and John P.
McLaughlin. I became acquainted with Casey during the Bakery Wagon Drivers Arbitration, which
I will describe hereinafter. In that arbitration, Casey was the Union member of the Arbitration
Board. As you will read, we achieved a successful conclusion in that case. The result was that from
the date of that arbitration on, I was assigned to work with Casey in his negotiations both with Local
85 and with other Teamster Local Unions. Casey was, in addition to being an officer of Local 85, an
International Vice President and he would participate in the negotiations of other local unions. He
asked me to accompany him to many of those negotiations.

When the longshoremen went out on strike on May 9, it was with the aim to close down the
Port in San Francisco and the other Coast Ports. The Employers employed 700 strikebreakers in
San Francisco which they boarded on two ships in the Bay. These strike breakers were used for the
purpose of unloading cargo. There then was the need to move such cargo from the docks.

It was obvious that if the Port closure commenced by the Longshore strike was to be really
effective in San Francisco, it would require the cooperation of the Teamsters particularly Local 85.
Such cooperation was not completely available from the Officers of Local 85 because Michael
Casey the head of that Union insisted that the Agreement of Local 85 with its Employers prohibited
a sympathy strike and if the Local Union should violate that pledge, it would loose strike benefits
coming from the International Union of the Teamsters.

The first action of the Teamsters relative to hauling cargo from the waterfront in San
Francisco was that it would do so but would not go inside the piers to pick up cargo. A substantial
number of rank and file Teamsters were very sympathetic with the Longshore Strike and not to the
views of the Officers of Local 85. So, on May 13, 1934, the Local Union took action that it would not transport cargo to or from the docks. Similar action was taken by the Oakland Teamsters on May 14 and by the Seattle Teamsters on May 15.

There existed in San Francisco the Belt Line Railroad which ran along the Embarcadero and which moved freight cars onto and off the docks. This Railroad was owned by the State of California and was operated by Civil Service Employees. The Teamsters took action not to handle cargo that had been loaded by strike breakers onto the Belt Line. The Belt Line cars were thereafter still loaded by strike breakers and then moved to industrial sidings not on the Embarcadero and at that point the Teamsters did handle that cargo until June 7, 1934 at which time the rank and file Teamsters took control of Local 85 and stopped such practice.

The consequence of that action by the Teamsters was described by Paul Eliel, a spokesman for the Employers, as follows: “Had it not been for this stand of the Teamsters’ Union the strike of longshoremen would undoubtedly have collapsed within a week or ten days at the most.”

It then became clear that the Industrial Association intended to take action to “open” the port and it became clear to the Joint Marine Strike Committee that it was essential to have the Teamsters become part of the Waterfront Strike, which it did on July 14.

The Teamsters when they joined the Longshoremen strike on July 14, it made an exception by hauling of medical food and fuel supplies to hospitals, police and fire stations. Drivers however of vehicles hauling gasoline, oil, wholesale food stuffs, coal, lumber and other heavy drayage did go on strike. Bakery wagon, taxi, ice, retail delivery, milk, and laundry wagon drivers were not called out on strike at that time. Twenty five hundred taxi drivers quit. Retail and laundry wagon drivers, as well as union laundry wagon drivers, walked out on July 14th.

When the teamsters in Local 85 walked out, other Unions such as butchers, ship boilermakers, machinist, welders and laundry workers followed their lead.

Meantime the General Strike Strategy Committee as previously noted was debating the
Kidwell resolution which was finally adopted 207 to 180 and this led to the action taken by Neylan (which was previously noted)

CASEY AND BRIDGES

In my almost ten years working for the Pacific Coast Labor Bureau I developed a close working relationship with Mike Casey and Harry Bridges. Both of them are historical figures and the following is some detail about each of them.

MICHAEL CASEY

Michael Casey was an International Vice President of the Teamsters Union and he also was one of the founders of Teamsters Union, Local 85, a Union which played a very important part in the 1934 Longshore-Maritime Strike.

I became acquainted with Casey in 1933 when I prepared and presented an arbitration case for the Bakery Wagon Drivers, one of Casey's local Unions, for the five day week. Casey was a Union member of the Arbitration Board. The arbitration resulted in a victory for the Union, in establishing the five day week for the Bakery Teamsters. My contact in that case with Casey led him to invite me to accompany him on many local negotiations involving various Teamster local Unions and their Employers.

Casey, as an International Officer, did participate in the local negotiations of many of the Teamster local Unions. Accordingly, over a period of years I became very well acquainted with Casey, not only as to his methods of negotiations, but also of him personally.

1901 TEAMSTERS STRIKE

I was aware of the fact that Casey along with John P. McLaughlin and John O'Connell had, in 1901, organized the Teamsters and obtained for them what was then called a "closed shop agreement" with their Employers. The closed shop meant that no one could go to work for his employer without first joining the union. I also became aware of the fact that there existed in 1901 a
group of employers and financial interests in an organization called “The Industrial Association” whose purpose was to break unions' hold on the closed shop and substitute for it what they called “The American Plan” which meant that a person could work for an employer without being required to join any union.

In this regard there is a parallel to the 1934 Longshore-Maritime Strike where Employers and financial interests organized into a group also called “The Industrial Association” and sought to break the strike of the Longshore and Maritime Unions which had closed down the Port in San Francisco.

In my conversations with Casey, I asked him why did the Employers in 1901 take the action which it did in the “Epworth League” incident. Casey explained that in and around 1901 it was the custom for the Teamsters that were organized to take a weekday off during the year to go on a picnic; that usually that picnic was outside of San Francisco and Casey explained that when this occurred the commerce of the City was shut down because no Teamster was available to move cargo from the docks into the City or from warehouses to customers.

The response of the Industrial Association to such occurrences was to create a Lockout of Teamsters which it hoped would end the hold of the Teamsters on jobs by use of the closed shop and the following is the manner according to Casey the Employers caused the lockout to occur.

In July 1901, the Epworth League held its national convention in San Francisco. The Morton Special Delivery Company was employed to handle the baggage of the convention visitors. This company was a non-union concern unable to cope with the amount of hauling necessary to move the Epworth Leaguer's baggage. It then called on the Morton Draying Company for assistance. The Morton Draying Company was a member of the Draymen's Association which had an Agreement with the Teamsters according to which Union Teamsters would not be obliged to work for non-union companies. Contrary to this Agreement the Morton Draying Company ordered its Union Teamsters to haul the Epworth Leaguer's baggage for the non-union Morton Special Delivery Company. The Union men refused and as quickly as they refused they were locked out.
Then, other union draying company after union draying company directed their Teamsters to haul the hot baggage. All the Union Teamsters refused to do so and then were locked out.

The Teamsters at that time was a member of the City Front Federation which consisted of a federation of the Sailor's Union of the Pacific, four longshoremen's local unions, the marine firemen, ship and steamboat joiners, porters, packers and warehousemen, ship clerks, pile drivers, and bridge builders, hoisting engineers, steam and hot water fitters and coal teamsters. That Federation joined the locked out Teamsters and closed the Port of San Francisco.

The Union's demands were the reinstatement of the strikers and locked out Teamsters and an end to the efforts of the Industrial Association to break unionism using the American Plan in place of the closed shop.

On August 6, 1901, M.F. Michael, an attorney for the Employers association, published an open letter to Mayor Phelan in which that letter said:

The (Industrial) Association recognizes the right of labor to organize to ameliorate its condition...with regard to the adjustment of differences between employer and employee. This Association has made it clear in the previous correspondence that the settlement of all such differences must be left to the employer and employee without interference from the officers and members of any labor organization.

One of the major supporters of the Teamsters was Father Peter C. Yorke. In 1901 the strikers held a mass meeting at Metropolitan Hall and at this meeting before a turn-away crowd. Father Yorke gave attorney Michael an answer:

The question between the employers and employees is no longer a questions of hours and wages, but it is a question of unionism. Have the men a right to combine in unions? Have such unions the right to treat with their employers on the condition of the employed?

And Yorke told the crowded hall of the statement of Pope Leo XIII who had stated:

Unions exist by their own right and no state has the right to prohibit them. To enter into a union of its kind is a natural right of men and the state is bound to protect it.

Father Yorke thus became a constant and major spokesperson on behalf of the Teamsters.

He participated in fund raisers on behalf of the Teamsters and it was he who worked with Governor
Gage in the effort to end the lockout and retain the right of unions to exist.

The Industrial Association employed strike breakers first from the local unemployed and then from Negroes, orientals, discharged soldiers from the recent Philippine campaign, and other sources including importing them from East of the Rockies and from Southern California.

From the start of the lockout and strike, violence occurred and continued. Crowds of locked out teamsters pulled non-union drivers from their wagons and bounced their heads on the cobblestones. A common form of interference was the removal of nuts from the axils of vehicles with heavy loads. Employers asked Governor Gage to call out the state militia and he refused. The Mayor on August 15th announced that 246 special policemen had been appointed. The Police Commission authorized the Employers and their friends to carry concealed weapons. Casey told me that it was the custom for the police every morning to lift the covers of the manholes to see whether any scabs had been dumped into those holes.

It was published that the total casualties in the lock out included 5 deaths and 336 assaults of which 250 required surgical attention. The newspapers favored the employers in their coverage of the strike. A committee appointed by the Board of Supervisors to mediate the strike failed.

There was in San Francisco at the time a large number of brothels. Many of their customers were Union Teamsters. Casey told me that scabs, with ill-gotten wealth burning holes in their pockets, frequented those houses. Several Madams would telephone the Union Teamsters to tip them off about the whereabouts of amorous scabs. Mike Casey related to me that Union Teamsters would then go to the brothel in question and escort the scabs, willingly or unwillingly, to a fenced-off area behind the Teamsters Hall on Bryant Street. This was sort of a forerunner of a “concentration camp.” Casey claimed that no physical harm was done to these persons, although they were “rolled” for their money or any guns that they might have in their possession. At about midnight or sometimes later, these men would be asked where they wanted to go, then escorted to the freight yards and placed in freight cars. No matter where each man said he wanted to go, they were all placed in boxcars that were headed to the Imperial Valley in Southern California. At that
time, Imperial Valley was developing agriculturally and was short of labor. The Teamsters had an agreement with the San Francisco railroad workers to place these men in specific boxcars destined for the Imperial Valley. When they arrived at the other end of that journey, railroad employees who were in on the deal, would empty the boxcars of scabs, leaving them there as prospective agricultural workers.

By September 24, 1901, the lockout began to disintegrate. On October 2, 1901, the *Examiner* issued a statement from Governor Gage which read:

Having been invested by those most vitally concerned in the labor difficulties to try and find some solution by which normal conditions of commerce, and peace and prosperity of the community could be resumed I took hold of the question, and it now gives me great pleasure to state after carefully considering all the points in the controversy that I presented my views to both the Draymen's Association of San Francisco and the Brotherhood of Teamsters and City Front Federation and after full discussion, terms and conditions were arrived at acceptable to both, and that I am authorized by officers of both contending parties to declare the teamster strike and all collateral and sympathetic strikes or lockouts originating from the teamsters' strike at an end, which I hereby do.

Those particular "terms and conditions" noted above have never been found anywhere in any written form.

The Teamsters resumed their contractual relationship with the Draymen's Association and continued that relationship up to and including the 1934 strike. The 1934 Agreement provided that the Union would not engage in any sympathetic strikes. The Teamsters were not involved in any work stoppage until 1934 when they struck in support of the striking Maritime and Longshore unions.

**CASEY AND MILKERS UNION**

Over the many years of my relationship with Casey I would be involved with him in many negotiations involving other local Teamster unions. At one time, the milkers on the dairy farms in and around San Francisco had a Brotherhood of Teamsters Charter and Agreements with their Employers. Over time such Agreements became non-operative and the local Union lost its charter. As part of the revival of the trade union movement in the Bay Area following the 1934 waterfront
strike, and as part of the March Inland the Milkers determined to reinstate their charter with the Teamsters. The Milkers lived on the dairies, many of which were in San Francisco, and their only day off was Easter Sunday. Casey was asked to address a meeting of the Milkers on Easter Sunday in San Jose at the Labor Temple. Casey asked me to go with him to that meeting.

That Easter Sunday was very beautiful. I met Casey as he came out of his church. We drove to San Jose. When the meeting was called to order, there were about five hundred people present. The Milkers were primarily Portuguese and Swiss. Silva the Union organizer began speaking to the group sitting on the right side of the hall in Portuguese, and the Union's vice President spoke in German to the persons sitting on the left side of the hall. At one point, Casey turned to me and said, "I wonder what the bastards are saying about us." In any case, Casey told them that he was prepared to reinstate the Charter and to seek negotiations with their Employers. I made a few comments concerning the economic situation and my remarks were also translated.

Once the Charter had been renewed, Casey and I met with the Employers to negotiate a collective bargaining agreement. Most of the milkers lived in sheds adjacent to the barns and, in some cases, in the cow sheds themselves. One of the items that Casey insisted upon in negotiations was that the Milkers' beds or cots should have white sheets. The Employers objected to this, nevertheless, upon Casey's insistence, this condition became part of the Agreement.

About three months after the Agreement went into effect, I received a call from Mr. Anixter, a spokesman for the dairy Employers. He asked me to bring Casey down to his dairy, one of the large ones in the city of San Francisco. So both Casey and myself went to Anixter's dairy. He took us to the sleeping quarters of the Milkers, proceeded to pull back the blankets on a number of cots, and pointed out that on the white sheets that Casey had insisted upon were great accumulations of cow shit. Anixter stated, "I told you guys that this wouldn't work out. These guys never take their boots off when they go to bed." Casey, after reviewing the evidence, stated that he would not consider it to be a violation of the Agreement if the employers no longer provided white sheets for the milkers' cots and beds.
CASEY AND ROOSEVELT

President Roosevelt invited Casey to the White House. He returned from that visit absolutely beaming. (Casey was a Democrat.) He said to me in my office, holding out his right hand, which incidentally, was a very large hand, “Sam, this is the hand that shook the hand of the President of the United States. Do you know what happened when I walked into the Oval Office?” I said no. “The President was sitting there, and he had his cigarette holder in his mouth with the cigarette pointing straight up, and he said to me, ‘Mike, you know the Los Angeles Times doesn't like me either.’ Then the President said, ‘I know Mike, that when you went to Los Angeles after your 1901 strike, you were met at the railroad station by a banner headline across the front page of the Los Angeles Times stating, ‘Bloody Mike is in Town.’ And he said, ‘Of course, the Los Angeles Times does not like me for my politics.’”

For Mike Casey, an immigrant from Ireland, a person who had not gone to school, who had organized a union, saved it during a lockout from the employers' effort to destroy it, a person who then became active in community affairs and was highly respected for his integrity and honesty, this visit with President Roosevelt was one of the highlights of his career.

CASEY HELPS BRIDGES

Casey was considered a “conservative” labor leader. However, he supported every Union's right to select its own leaders and determine it own policies regardless of its (or its leaders') politics. He demonstrated his loyalty to the principle of Union self-government in 1936 when members of the Atlantic Coast Sailors' Union set up a picket line in front of a ship docked in San Francisco, and the Longshoremen refused to cross it. The Waterfront Employers Association, fed up with recurrent work stoppages, served notice both by letter and in a newspaper advertisement that the San Francisco port was “locked out” until the Longshoremen got rid of Bridges as president of ILWU Local 10. When that happened, Casey called me and asked me to come to the Teamsters' headquarters. John P. McLaughlin was also there when Casey told me, “Now, you go and draft a resolution stating that it's none of the employers' business who the officers of a union might be, and
that the teamsters will support the longshoremen in this lockout.”

I drafted such a resolution, then when I showed it to Casey he said, “It's not strong enough.” So we made it stronger. He took it to the Joint Council of Teamsters' meeting that Thursday night, and, on Casey's recommendation, the council endorsed the resolution.

The San Francisco Labor Council met the following night. secretary John O'Connell read the resolution aloud and Casey asked for its endorsement. The Council unanimously passed the resolution and the Employers immediately ended their lockout.

From time to time when difficult problems arose, Bridges and I would contact Casey and go to his home for discussion. He was always hospitable and always served bourbon whiskey to us in water glasses. I got the impression that Casey, remembering his own experience in 1901, admired Bridges.

CASEY AND NEYLAN

In his oral history interview with the University of California at Berkeley, John Francis Neylan, renowned attorney representing employers (including the Hearst newspapers), a leader of the San Francisco Bar, a member of the University Board of Regents and reputedly the man responsible for convincing waterfront employers to settle the 1934 strike, had plenty to say about Mike Casey. As a young reporter for The Call, Neylan went to interview Casey who threatened to throw him out of the Labor Temple. Neylan held his ground and won an interview by promising Casey that his statements would not be garbled. He backed up that promise by facing down the editorial staff that wanted to trim his story, telling them to run the story in full or not at all.

When Casey became bedridden, Neylan used to drop in to see him at home. The visits left a vivid impression.

He had his little house out here in the Mission District. Here was this big national figure. You'd drop in there, and here'd be Mrs. Casey, seventy-eight years old, in the kitchen, cooking his evening meal. And you went in there and paid your respects to Mrs. Casey first. Then you went into old Michael's room and there he sat like Bismarck, in a great big chair. All he had was that little home
and his salary and a desk. But, oh, if he had been an educated man, there was no limit to where he would have gone. And he was absolutely on the square.

Oh, he [Casey] was a tough bargainer," Neylan said, "That's why Bridges, who would denounce everybody, sat here one day and after I told him he had denounced every labor leader that had been mentioned except Michael Casey, Bridges said, 'Yes, but he's the most selfish labor leader that ever lived. All he was looking out for was his own people.' Neylan agreed: Casey got "the highest wages, the best conditions and everything he could for his people. And then, by God, he lived up to his contract one hundred percent. And he ran that union...When a member of the Teamsters got sick, there was an officer of the Teamsters right over there to look after the family, to see that things were taken care of. He was a great man."

When Casey was in Mary's Help Hospital during his last illness, he asked that I come up to see him every day and, of course, I was more than pleased to do so. Over his bed there was a sign that read, "Please do not stay more than five minutes." Every time I visited him, I would get up at the end of five minutes to leave. Casey would insist that I remain to continue our discussions concerning political and economic developments. His mind was sharp and his curiosity continued up until the very moment of his death.

Working with Casey helped me to hone my negotiating skills. Casey was an excellent negotiator. He always held in reserve the right to strike while attempting to find grounds on which the union and the employers could come to an agreement.

I am reluctant to go to funerals. I believe that if someone dies, that's the end of it and there should be no particular ceremony of any sort. Death, to me, is a robber who steals time. Nevertheless, in Mike Casey's case, I did go to the High Mass upon his death. I went out of respect to Casey.

HARRY BRIDGES

SUMMARY

A summary of Bridges' career is as follows:

1901: July 28, 1901, Alfred Renton Bryant (Harry) Bridges born in Kensington, Australia, a suburb of Melbourne.
1916: Went to sea as an able bodied seaman.
1920: Entered the United States
1921: Jailed overnight in New Orleans after joining a picket line, an experience that prompted him to join the Industrial Workers of the World (the Wobblies) and remain a member for a short period of time.

1922: Went to work as a stevedore on the San Francisco docks.

1933: Reestablished in San Francisco the International Longshoremen’s Association Local Union 38-79, which demanded coastwide recognition, a union hiring hall, a 30-hour workweek and a wage of 95 cents an hour and a 6 hour day.

1934: Led the 85-day coastal Longshore and Maritime strike.

1937: The Longshore Union went into the Congress of Industrial Organizations (CIO).

1940: Prevailed against several attempts to deport him as an “undesirable alien” and suspected member of the Communist Party.


1955: Tried and acquitted in a civil suit calling for his deportation.

1960s: Worked out a “mechanization and modernization” agreement with shipping management to reduce labor costs on the docks through improved productivity. In exchange, workers were guaranteed higher wages and pensions. With extensive introduction of containers further benefits were negotiated for Longshoremen.

1970: Named to San Francisco Port Commission.

1974: Retired as President of the Longshore Union

March 30, 1990: Died in San Francisco.

Following is more detail as to Bridges.

When I went to work at the Pacific Coast Labor Bureau in 1973 the Longshoremen Union was a client of the Bureau. I was assigned to work with that Union and met Bridges. My professional and personal relationship continued with Bridges until his death on March 30, 1990.

BRIDGES’ WORK HISTORY

When I was preparing the 1934 Longshore Arbitration case, Henry Melnikow, of the Bureau, who was going to present the case and myself determined that we should have a statement from Bridges outlining the manner in which he became a Longshoreman on the San Francisco Waterfront. The Board of Arbitration was familiar with Bridges. They had heard him when he had appeared before them when they were acting as a Mediation Board. But, since we intended to and did use Bridges to describe in detail the specific work of the Longshoremen on the Waterfront, we wanted to give the Board a more detailed background on how Bridges became a Longshoreman in San Francisco.
To that end, I worked with Bridges preparing a statement which he then read to the Arbitration Board. That statement is as follows:

I came from Australia on April 13, 1920. I landed in San Francisco, and my first job was on the S.S. “Silvershell,” as a seaman. I obtained this position on April 23, 1920, and left the job on May 26th, 1920. Two days later, May 28th, I obtained a position on the S.S. “Delisle,” and was paid off at Philadelphia on September 25, 1920 and returned to San Pedro, and from there I shipped out on the S.S. “Fred Baxter” on October 16, 1920 and I left this boat on November 5, 1920. My next job was as a seaman on the S.S. “Charles Christensen,” which position I obtained November 4, 1920. I was only on this boat for three days, due to the fact that the man I replaced returned to his job. However, I immediately obtained a position on the S.S. “Grays Harbor,” and made a trip north and returned to San Francisco on December 22, 1920. I again joined the S.S. “Delisle” on December 31, 1920, in San Francisco, and was paid off in Boston.

As I say, I was paid off in Boston February 4, 1921. From Boston I went to New Orleans and made one trip out of New Orleans on the S.S. “James Timson” on April 21, 1921. I was in New Orleans when the Seaman’s Strike was called May 27, 1921, and reported for picket duty. The strike was called before May 27, 1921, but the boat I was on did not dock until May 26th. I was arrested once during that time and held over night but released without a court hearing; no charge was placed against me, my offense being that of a striker on picket duty. This situation, of course, is exactly the same as happened here in San Francisco during the present strike, when men were picked up merely because they were doing picket duty. After the strike I shipped on the S.S. “Chicasaw City.” This was on July 15, 1921. I was on this boat until July 23 of the same year. Two days later, July 25, 1921, I signed on the “Lake Paloma” and was paid off on October 7, 1921. I immediately obtained a position on the S.S. “El Dorado” on October 8, 1921, and was paid off in San Francisco on February 27, 1922. My next position was as an employee of the United States government. I worked as quartermaster on the s.s. “Lydonia” in the service of the U.S. Coast Geodetic Survey. I obtained my position with the U.S. Government on May 26, 1922. My position with the U.S. government on the S. S. “Lydonia” was my last position as a seaman.

On October 24, 1922 I started to work on the San Francisco waterfront. The first place I worked was at the Matson Dock. For a time I found it necessary to pick up individual jobs wherever they were available. I finally obtained a job in a certain gang working for the California Stevedoring and Ballast Company. I was in that gang for some two years, working mainly at Piers 44, 42, 35, 29 and 26 -- the various docks that were worked by the California Stevedoring Company. The specific companies for which I worked during that period were the Dollar Steamship Company, Luckenbach Steamship Company, American Hawaiian Steamship Company, and the Isthmian Company. After I was on the waterfront about six months the gang boss under whom I was working, named Otto Johnson, told me I would have to belong to the Blue Book Union if I wanted to continue to work with the gang. I refused to join this company union and consequently I was discharged from that gang by the Blue Book Union delegate, Ed Roth, generally known as Sharkey. As a result of being discharged by the Blue Book Union delegate, I found it necessary to obtain employment to be continuously on the alert in order to dodge the delegate as I came to the various
docks where I might have temporary employment. This condition existed for six or seven months. I became so well known to the delegate of the Blue Book Union that soon it was impossible for me to get employment for more than a day or so on a job before the Blue Book delegate would catch up with me and have me fired. The situation being as I have described, and since it was imperative that I make a living, I found it necessary to join the Blue Book Union, which I did early in 1923. I attended only one meeting of this organization, and after I saw the way that the union was run I attended no further meetings, since it became obvious to me that it was a company-controlled union and a racket. I obtained a job on a steady gang, but due to the fact I had not paid up my dues in the Blue Book Union I was fired. I spent close to a couple of years doing what they call “pirating” on the waterfront, which means trying to find a job wherever and whenever it might be by standing around in front of the docks and waiting for a job. During this time I worked for many gang bosses, but I invariably lost my job because I was not paid up in the Blue Book Union.

In 1923, while unloading steel from the “Santa Cecelia,” at the 20th street dock, I had my first accident on the waterfront. As a result of not using the proper gear in unloading steel from the above-named boat, three ton of steel fell upon my shoulder and leg. I was very fortunate in that no bones were broken, but was laid up for about five or six days as a result of the accident. The responsibility of using the proper gear, of course, rests with the walking boss. I finally was able to obtain a job with the Western Stevedoring Company, Fay & McNulty, which at that time had no contract with the Blue Book Union, and I therefore found it unnecessary to pay up my dues in the Blue Book Union. This job lasted five or six months, and when I left the company I again had to resort to pirating in order to obtain a job, but I was so completely known by Blue Book agents who were always spotting me that I was finally forced to pay up my dues in order to obtain a job so I could make a living. The incident leading up to this situation was as follows: Sometime in July, 1925, I was working on the Luckenbach dock for a boss named Christainsen, better known as “Speakeasy Chris.” One morning the Blue Book delegate appeared aboard the ship escorting another man to take my place. He paid me off and put this man in my place because I was behind in my dues fourteen months. However, the next day I paid up my back dues and I was rehired on the same gang.

After leaving the Luckenbach dock I worked on various other docks until I once again went back on Pier 35 working for the Seaboard Stevedoring Company under the direction of Henry Carter, who was the gang boss. I worked there for several months, and I continued to pay my dues to the Blue Book Union, because at that time we were making pretty fair money and I did not want to lose my job. This was sometime in 1927. However, after I was on this job for awhile, I entered a complaint with reference to not obtaining full pay for actual time that I worked. The company refused to pay me and I complained of this condition to the Blue Book Union delegate, with the final result that I never received my money for the time I worked and I lost my job in the bargain, and, incidentally, had also to pay my dues into the Blue Book Union. When I was working on this gang at Pier 35, and when the Blue Book Union delegate would approach me for my dues, there were times when I would not have the money available, and he would advise me to borrow it from the bootlegger. He would tell me to just leave it up there for him and he would collect it from the bootlegger. He said, “You leave it up there and I will pick it up later in the day and you will be all fixed.”
After I was fired from my job on Pier 35 I freelanced on the waterfront for a short while and finally obtained another position with the same stevedoring company, with a boss named Rasmus Carlson. I stayed in this gang for about three or four years, working both in the hold and on the dock as a hatch tender and sometimes as a winch driver.

On May 11, 1929, I had an accident in which my foot was broken. This accident was definitely caused by the speeding-up system used by the gang bosses. In 1932 I was fired from Carlson’s gang by Mr. McNeill, because I objected to some of the bad working conditions that existed — The specific instance leading up to my discharge was this: We were working in Alameda one day and quit work about 11:30 and were told to be at the 20th street docks at San Francisco as soon as possible. Of course, you know that the 20th street docks are on this side of the bay. We caught the 12:03 train, which brought us to San Francisco at about 12:45. We were not knocked off the job until 11:30, and as the train went at 11:33 we had no time to catch that train, and that, of course, forced us to catch the next train, which left at three minutes after twelve. This brought us to San Francisco at a quarter to one. My partner and I took about ten minutes for lunch, and then proceeded to the 20th street dock by automobile, and got there at about ten minutes past one. Some men had already arrived there and we were, therefore, in the estimation of the walking boss, late, with the result that the walking boss instructed the boss to fire both myself and my partner. This, however, was merely an excuse used by Mr. McNeill to fire us, since other men who came on the job even later than we were not fired off the job. This particular walking boss was unquestionably interested in having me fired for many reasons. I had at one time testified that a certain jitney driver named Tommy Chrisholm had worked two hours overtime; I, as hatch tender, was called on by this jitney driver to testify that he had worked the two hours overtime. The walking boss did not like that, and so he awaited the first opportunity to get rid of me. There were innumerable other instances of unfair working conditions and discrimination practiced by Mr. McNeill and Bob Nelson, the other walking boss on this job, to which I objected continuously.

After being discharged from this gang I obtained a position at the American Hawaiian dock. this was sometime around February or March, 1932. I went to work for a boss named Carl Holland, at Pier 26. I was working not more than two hours when Red Edgerton, the delegate of the Blue Book Union, came to the dock and had me fired. I was at that time sixteen months behind on my dues. Many other men in the same gang who were much further behind than I was were not bothered by the delegate of the Blue Book. I asked Red how he knew so quickly I was working at Pier 26 and he replied that he know where I was all the time.

I was told by Carl Holland that the gang bosses were definitely instructed not to hire me until I paid up in the Blue Book Union. Since I had to make a living for my family I borrowed some money and paid my dues in the Blue Book. I was able to obtain a position on Pier 26 and a temporary position in a star gang, which I held until the latter part of 1932, when I was removed from my job and my place was given to a fisherman who had returned from Alaska, and who held this position at such times as he was not in Alaska. As a result of the loss of my position and as a consequence of the economic conditions that prevailed in 1932, I found it necessary to apply for city relief. I worked for a box of groceries and gas and light. It was up to me, however, to see that the rent was paid and clothes
provided for my family. Sometime near the end of 1932 or the beginning of 1933 I was once more able to obtain a steady job on Pier 26, and my job was with a star gang. I worked with this star gang on Pier 26 of the American-Hawaiian Line up to the day previous to the calling of the strike.

I have attempted to give to the Board a brief resume, more or less chronologically arranged, of my experience on the San Francisco Waterfront.

As I got to know Bridges, I became knowledgeable of much more of his background and experience than was stated in his presentation to the Arbitration Board. I learned that Bridges left Australia because he did not want to join his Father's real estate business; that while in Australia he became knowledgeable about the Australian labor movement. While in Australia, Bridges was influenced by his uncle Renton, who was a socialist.

AGAINST COMPANY UNION

Bridges in 1924, joined with a few other old time longshoremen and paraded in the Labor Day Parade of the San Francisco Labor Council, carrying a banner of the then defunct ILA Local Union on the San Francisco Waterfront. And Bridges told me that as a result of that activity, he was for a period of time, "blackballed" by the Blue Book Company Union.

Bridges and other Longshoremen in 1932 started meeting in Albion Hall plotting activities designed to undermine the Company Union. It was during that period that the mimeograph sheet called the "Waterfront Worker" was created and distributed and which was designed to and did carry articles in opposition to the Company Union. Bridges eventually became the "editor" of that sheet.

All of these efforts to undermine and get rid of the Blue Book Union was not by itself successful. It was those efforts together with section 7 (a) giving workers the right to organize and join unions of their own choosing that gave the Longshoremen the opportunity to establish a legitimate union.

It was during that period that Joe Ryan, President of the International Longshoremen's Union in New York, appointed Lee Holman as President of the resurrected ILA Local Union in San Francisco, Local 38-79 (which later became Local 10). Bridges and his group opposed Holman on
the ground that Holman was a reactionary and was in opposition to what was already being talked
about, a strike on the waterfront. It was Bridges and his group that displaced Holman and took over
control of Local 38-79.

One of the first actions that Bridges took was the appointment of a rank and file Committee
of 50 Longshoremen as evidence that he and his group were determined to have a Union on the
waterfront in San Francisco that was a democratic union effectively run by the rank and file.
Additionally, Bridges overtime sponsored methods of limiting terms of union office and easy
means of recalling union officers. He also sponsored the “open microphones” at Union meetings
which gave union rank and file members the opportunity to speak up and be heard at union
meetings.

SPEECH SLOGANS
In his speeches Bridges would make reference to “class struggle” which really meant to
him action to obtain a larger portion of the results of workers’ labor, what I call “pork chops.”
Contrary to some of his statements, he did not seriously advocate getting rid of Employers. In the
Lockout of the Warehouses in 1938 Bridges, at that time, was the CIO-Director.

He opposed Local 6 Officers such as Paton and McGuire when those Officers wanted to
continue whipsawing one warehouse group of Employers against another. Bridges believed that the
Employers were entitled to and should have a master contract with a single termination date
covering all of the warehouses which would result in eliminating the Union’s whipsaw advantage.
And to that end Bridges appeared at a public meeting with Adrian Falk who was a major Employer
representative in the warehouse group advocating the Employers’ position in opposition to the
Unions’ position.

Some years later Bridges told me that the American President Line told him that they
wanted to and were going to withdraw from the Pacific Maritime Association. Bridges always
believed that employers should be organized into an organization. He told me that he told the
American President Line representatives that if they did so, he would seek from the American President Line better conditions than those already covered by the Pacific Maritime Association contract with the Longshoremen. The American President Lines decided not to withdraw from PMA.

I was with Bridges in many meetings and Employer negotiations and he was never a rabble rouser; he always spoke quietly and to the point. His conduct was somewhat different in the 1948 Negotiations leading to an end of the 1948 strike. The 1948 negotiations for some reason was held in a “fish bowl,” that is, in addition to the actual negotiators, an audience could be and would be present at the negotiations. And apparently, many Longshoremen sat in that “fish bowl.” Dwight Steele, the Chief Employer Negotiator in 1948, wrote me, at my request, a description of that negotiation in which Bridges did not conduct himself in his usual manner. Steele wrote:

After a few days, Bridges took over as union spokesman in the formal negotiations and spent a lot of hours talking about everything but the issues (which was not unusual for him). By this time there were about 150 longshoremen attending the sessions. Blaisdell and I were meeting off-the-record with Bridges and Goldblatt every noon at the Palace Hotel (usually in the little bar room between the lobby and the Pied Piper, later called “Lotta's Cafe”). At one of those lunches, I told Bridges I was getting heat from the employer committee for letting him ramble on, and my inability to pin him down on issues. I warned him that I would say something about that in the afternoon.

That afternoon the auditorium was packed, mostly with longshoremen but also a Life magazine media/camera crew, including at least one female. She was behind me and I did not know she was there. After Harry had gone on for a long time about philosophy or the migration of Polynesians or something else, I stopped him and said something like, “Harry, you have been talking for about an hour about things not related to the negotiations, and frankly, I have not been able to follow you. It reminds me of the circus midget who married the fat lady. On their wedding night he was crawling all over her body, trying to find the orifice to let him in to consummate the marriage, but all he had found were creases and wrinkles.

Finally he said, ‘Darling, please piss to give me a clue.’ I and my committee have a similar problem, so Harry, please piss us a clue about where you're talking is leading us.” The room exploded with laughter and cheers from the longshoremen, I think partly because they could see I did not know a woman was present, but mostly because they had been subjected to Harry's rambling many times. From that day on, whenever we took a break, I was surrounded by longshoremen who congratulated me for calling Harry on his long-windedness and offered me drinks and conversation.
BRIDGES: RED BAITING - COMMUNIST CHARGES

"Red baiting" during the 1934 strike was conducted by the daily newspapers against Bridges and the Strikers. Bridges, who was the accepted Leader of the strike, was not a citizen of the United States. Someone sent a letter to the then Secretary of Labor, Madam Francis Perkins, calling attention to the fact that Bridges was an alien and declaring that he was a communist and therefore he should be deported.

Government employees joined in the "red baiting" when the Ryan June 16 "Agreement" had been dumped by the Longshoremen coastwide. Ed McGrady, who at that time was acting as a U.S. government mediator, claimed that the June 16 "Agreement" had been "dumped" by the Communists.

At the time of the General Strike, General Hugh Johnson who was then heading up the National Industrial Recovery Board shouted from the Greek Theater at the University of California at Berkeley where he was receiving a Phi Beta key that Communists were running the General Strike and that it was a Revolution.

The "red baiting" had no adverse effect on the strikers or the leadership of the strike including Bridges.

Not until 1939, 5 years after the end of the 1934 strike, was any action taken against Bridges on the claim that he was a member of the Communist Party.

At about that time the Dies Committee of the House of Representatives, which was hunting "Reds" across the United States, threatened to impeach Madam Perkins because she had not taken any action concerning Bridges' alleged affiliation with the Communist Party.

Bridges became familiar with the proposed action of the Dies Committee against Madam Perkins and so he wrote Madam Perkins asking for particulars about the threatened hearing against him on the claim that he was a member of the Communist Party.

Madam Perkins then took action and appointed Dean Landis of the Harvard Law School as
a Hearing Officer on the issue of whether Bridges was or was not a member of the Communist
Party.

Hearings were held in San Francisco in July, August and September of 1939. After the
hearing Dean Landis concluded that the evidence established that Bridges was neither “a member
of nor affiliated with” the Communist Party. In January of 1940 the Secretary of Labor sustained
Landis’ decision and dismissed the proceedings.

Later that year the enforcement of the Immigration and Nationality laws were taken from the
Secretary of Labor and moved to the Attorney General who then ordered another hearing
concerning the charges that Bridges was a member of the communist party. Such a hearing was
held before Judge Charles B. Sears, a retired Judge of the New York Court of Appeals. The hearing
took place between March 31, 1941 and June 12, 1941 and Judge Sears ruled that Bridges was a
member of the Communist Party and he recommended deportation of Bridges.

I appeared before Sears but he would not permit me to testify concerning Bridges’ conduct
of collective bargaining negotiations.

That case then went to the Board of Immigration Appeals and on January 3, 1942 the Board
unanimously rejected Judge Sears’ recommended decision. It found that Bridges had not been a
member of or affiliated with the Communist Party. Then Attorney General Francis Biddle took the
case for review and on May 28, 1942 he reversed the decision of the Board of Immigration and
Appeals and ordered Bridges to be deported.

Bridges surrendered and challenged the deportation order in habeas corpus proceedings.
The District Court on February 8, 1943 denied the writ and the Court of Appeals affirmed by a split
vote. Then on June 18, 1945 the United States Supreme Court reversed and in Bridges v. Wixon
326 US 135 held that the evidence did not sustain the finding that Bridges had been “affiliated”
with the Communist Party. With reference to the allegation that Bridges was a member of the Party
the Court held that the crucial evidence on this issue had been received in violation of the INS
Regulation which rendered the hearing unfair and denied Bridges due process.

On June 23, 1945 Bridges then applied for naturalization and on August 8, 1945 he and two witnesses testified before a Naturalization Examiner that he was not a member of the Communist Party.

Thereafter a direct attack was made on Bridges citizenship effort and on May 25, 1949 Bridges and his two naturalization witnesses were indicted for conspiracy and for violation of the Nationality Act of 1940 for willfully and knowingly making false statements under oath in the 1945 naturalization proceedings. The count against Bridges was that he testified falsely when he stated under oath that he was not or never had been a member of the Communist Party. At the same time a civil denaturalization suit was filed against Bridges charging that he had obtained his naturalization illegally and fraudulently by falsely concealing his Communist Party membership from the Naturalization Court.

After a long trial, on April 4, 1950 the jury found Bridges and his co-defendants guilty. And on February 16, 1951 the District Court entered an order revoking Bridges' naturalization. An Appeal Court affirmed. But on June 15, 1953 the Supreme Court reversed both the judgment for conviction and the judgment of denaturalization. The criminal case against Bridges and his witnesses went to trial and on July 29, 1955 the District Court entered a judgment in favor of Bridges. The Court concluded that the government had failed to prove its allegations as to Bridges' Communist Party membership by clear, convincing and unequivocal evidence. And so by 1955 Bridges was no longer attacked on the ground that he was a Communist Party member and he remained a United States citizen.

After 1977 when Bridges retired as International President of the International Longshore and Warehousemens Union, then the historians began to examine Bridges' career and whether he was or was not a member of the Communist Party.

Of all that has been written thus far on that question, the most intelligent statement involving
Bridges and his and the Unions’ relationship to the Communist Party was written by a truly objective Historian, Dr. Harvey Schwartz in an article entitled “Harry Bridges and the Scholars: Looking At History's Verdict.” This article appeared in “California History,” the Magazine of the California Historical Society in the Spring of 1981. After an excellent review of what others had written about Bridges, Schwartz wrote:

If parallels existed between Bridges' political views and the party line of the American Communists, historians miss the point even if they describe the unionist as ‘a fellow traveler.’ In fact, the party appears to have been Bridges' fellow traveler' since, like John L. Lewis, Bridges used its resources - he encouraged the support of the party's newspaper in 1934, for example, when all other media facilities were against the maritime strikers - during the early organizing days. Party writers have insisted that Communist aid was crucial to the early success of the Longshore Union and there may be some truth to the claim. But while Bridges accepted Communist assistance in the mid 1930s, he never relinquished control of union policy to the party. When he felt that the ILWU’s interests differed from the party's, he unhesitatingly pursued the Union's cause, as in negotiating the mechanization and modernization agreement. Although he was never afraid to take a position which resembled the party's when he agreed with that position, to the end of his active career he remained an independent leftist whose trade union philosophy was distinguished by practicality and internationalism.

With reference to Bridges’ view of “internationalism,” Historian Harvey Schwartz in the same article, wrote the following:

But his (Bridges) vision of labor unity went beyond that of John L. Lewis and traditional trade unionism in America. He saw the struggle of labor as international and ultimately political, and this global vision is the key to Bridges' controversial and outspoken stands on American foreign policy. His shifting stance toward world affairs in the late 1930s, for example, his opposition to the cold war, the Marshal Plan, and to American involvement in Korea and later in Vietnam were expressions of the same world view that led him in 1950 to accept the uncoveted position as Honorary President of the Maritime Unit of the Soviet-Sponsored World Federation of Trade Unions. We do not need to look to the American Communist Party to find the source of his internationalism: It most likely began with his impressions of the militant Australian labor movement and with the influence of his uncle Harry Renton whom he recalled recently as ‘a strong pro-labor prosocialist person.’ It no doubt was confirmed by his six years as a shipboard worker among the seamen of all nations; It was found in the Australian and American IWW compatible vision of a better world of workers everywhere. Interestingly while native-born leaders of labor in American and in California often thought of the movement in local, regional or national terms, in 1979 as throughout his career, Bridges still emphasized that strong American unions had ‘a responsibility for the welfare workers in other countries.’

All of the Unions in the 1934 Strike accepted the support of the Communist Newspaper the
Western Worker since it was the only newspaper that supported the 1934 strike. Communists were refused membership on the Joint Marine Strike Committee and on the General Strike Committee.

The claims made by the Communist Party “brass” claiming the success of the 1934 strike was theirs is complete nonsense. The 1934 strike was not a complicated strike. The demands of the strike were clear. We on the Joint Marine Strike Committee needed no aid from the Communists or any other group to tell us how to conduct the strike. The Joint Marine Strike Committee met every day of the strike and concerned itself with meetings with the Employers or the government mediators, and seeing that picketing continued and food was supplied for the strikers and that the main objective of the strike - keeping the Ports as inoperative as possible - and it was successful in doing so from May 9, 1934 to July 3, 1934 when the Industrial Association and the San Francisco police “opened” the Port in San Francisco.

When it came to the ending of the strike, the so called “Party advise” never happened and would have been meaningless. The 1934 strike ended in spite of Bridges because the General Strike Committee passed the Kidwell Resolution which Bridges opposed because he did not want to arbitrate the issue of the hiring hall. And as already noted herein, a vote was taken Coastwide of the Longshoremen on that precise issue and it was the Longshoremen who decided that they would arbitrate the issue of the hiring hall.

**ON JAZZ**

On a personal level, Bridges and myself continued to be friends. We spent a lot of time together smoking too much, drinking too much. On occasions when we had to go to Washington, D.C., for hearings, after such we would go to New York to hear jazz. On one such trip (1939), we heard Billy Holiday in her first performance at the Cafe Society Downtown. She came out on stage wearing an all white dress and sang “Strange Fruit.” Later in her program she sang many of her songs that became famous such as “Lover Man.” That night at the Club there was a wonderful jazz band lead by Frankie Newton. On that same night, we heard the great boogie woogie piano players
Meade Lux Lewis, Albert Emmons and Pete Johnson.

Here in San Francisco, Bridges sponsored a great many jazz greats. He was responsible for getting “Bunk” Johnson, a New Orleans trumpeter, to stay in San Francisco and present jazz sessions on Sunday afternoons in the basement of the ILWU building which at that time was at 150 Golden Gate Avenue. “Bunk” Johnson then sponsored sessions from time to time featuring Turk Murphy, Jack Teagarden, Louie Armstrong, Burt Vales, Jimmy Dorsey, Clancy Hayes, George Brunis, and Vernon Alley (who is still playing great jazz).

In 1941 Bridges and the ILWU hosted Woody Guthrie and Pete Seeger in free concerts on one of the piers on the waterfront. In 1945 Bridges and the Union sponsored Ledbetter in programs around the Bay Area. All of this activity had the result of pressuring the local musician’s Union into dropping its “all white” policy and admitting nonwhites as members of the Union.

THE PLAZA

Bridges in 1970 was appointed to the San Francisco Port Commission. Bridges in 1977 retired from his position as President of the International Longshore and Warehouse Union.

San Francisco spent millions of dollars in fixing up the entrance to the Ferry Building and as part of that project the Port Commission took action to name the entrance to the plaza The Harry Bridges Plaza. What is particularly interesting about that is that it was in that area of the plaza that “shape ups” prior to 1934 took place and it was the existence of the “shape ups” that was one of the prime reasons for 1934 strike. In addition, the plaza is located approximately two blocks from the corner of Mission Street and Steuart Street. It was at that corner that Sperry and Olson were murdered on Bloody Thursday. Presently, funds are being collected to set up a monument to Bridges memory at the Harry Bridges Plaza.

INTEGRITY

When Bridges retired from the ILWU Presidency in 1977 he said, “I’ve noticed that when the bastard is retiring people say ‘he’s not so bad after all.’” He was correct.
Dwight Steele, a longtime Employer representative, wrote Bridges the following letter (which I reproduce with Dwight's permission) on Bridges' 88th Birthday (July 28, 1989) noting Bridges' reputation, Steele wrote:

HAPPY BIRTHDAY HARRY

Congratulations on making 88. Your body has taken a beating over the years, but your mind and spirit survive well. Who would have thought 35 years ago, when you were surviving on a milk diet, that you would be nuzzling up to 90.

It has been my good fortune to know you with respect over many years and to count you as a friend -- however distant. I first knew about you in 1934 when I had a summer job at Wesix from where I watched the Battle of Rincon Hill, and remember walking down Market Street when your general strike slowed down the City.

We first met in 1941 on the evening of my first day working for the Distributors. Jim Blaisdell took me to the Commuter Bar to meet you and others and to imbibe for hours. My memory of that night was hazy the next day -- let alone 47 years later. But I do remember Joe Dillon slowly disappearing under the table. And the next morning I did not have a hangover, because I was still drunk from the volume of Jim's baptism.

When friends or grandchildren ask me about you, I tell them you have always been an intelligent, unselfish gentleman of integrity, with a great sense of humor, but most important that you always kept your word. Granted it was often difficult and time consuming to listen to hours of bullshit and philosophy before getting an agreement, but when you finally made a commitment, it could be relied on.

It does not seem almost 41 years since those busy days from Armistice Day to Thanksgiving, 1948, leading to the "new look" agreement -- some of it seems like only yesterday.

You can be very proud of all you have done, not just for the longshoreman but for equal treatment of minorities, fair sharing of progress and broadening of understanding about how democracy should work in our system, and why nations should find ways to cooperate rather than pushing reasons for and preparations for wars. An indication of how far ahead of the times you were is recent news that the shape-up did not end in New York Harbor until last month.

Unions, including the ILWU, seem to have lost much spirit and willingness to have strong public positions, and actions to achieve them. It has been a disappointment to observe the failure to fight back against the union-busting of the Reagan years, and it is hard these days to identify anyone as a "union leader." Unions today seem to leave it to lawyers to help. I note that the ILWU has resorted to organizing hair dressers in Hawaii, although it is good to note that editorializing against racism and international justice still comes from your successors.

Bridges' birthday is one of the holidays listed in the ILWU-PMA Agreement. On Bridges' one hundredth Birthday, which was July 28, 2001, memorializing events took place in every Port on
When Bridges was dying he was at his home. Nikki, his then wife of many years was taking care of him. I visited him approximately every 15 - 20 days and would attempt to engage him in conversations about the 1934 period and he would momentarily join in the conversation but his recollection would fade very rapidly.

Bridges was buried at sea. I was on the boat that took his ashes out to sea where they were disbursed.

THE SAN FRANCISCO LABOR SCENE IN 1930's AND 1940's

In 1930 and before San Francisco was known as a: Union Town. What that really meant was that most workers at the journeymen level were organized into unions. However, there were thousands of workers not at the journeymen level who were not organized into unions.

The major labor event was the 1934 Longshore and Maritime strike and the so-called General Strike. The complete success of those strikes, together with the favorable Longshore Arbitration Award, created part of a background which led to organizing unorganized workers into unions. That background was completed when Congress passed section 7 (a) of the National Industrial Recovery Act. And, this completed background led to what was labeled the “March Inland” the move to organize the unorganized workers in San Francisco into unions. What follows is my experience and work with a number of such cases.

THE MARCH INLAND - THE WAREHOUSEMEN

Adjacent to the waterfront were a large number of public warehouses and cold storage warehouses. In and around the waterfront there were warehouses for many industries including the grocery industry, the plumbing industry, the coffee industry, the dry goods industry and many other industry groups. In 1934 all of these warehouses were unorganized. Their wage rates ranged from 37 _ cents per hour to 45cents per hour. Most of them worked a 5 _ day week. Many of the
warehouse employees obtained their jobs through "shape ups". There was no control over "speed ups".

The Longshoremen on the waterfront in Local 38-79 were concerned about the unemployed warehousemen believing that they were a possible source for labor for the Employers on the waterfront that could be used during a strike. This was an incentive for the Longshoremen to see that the warehousemen were organized into a union.

At that time, there was an unused union charter from the International Longshoremen’s Association for warehousemen in San Francisco. That union was Warehousemen’s Union 38-44. The first effort to organize warehousemen was commenced and concentrated on the public warehouses and the ice storage warehouses which were immediately along the waterfront.

The Bureau was retained to work for Local 38-79 and it was in that connection that I was directed to work with the Warehousemen’s Union’s Officials. Accordingly, I first began to work with Eugene Pat Paton, the then President of the Union.

The first case that I worked on with Paton involved negotiations with the Public Warehouses. I arranged with Wesley Howell of the Haslett Warehouse Company the setting up of a meeting for the purpose of negotiating a collective bargaining agreement.

The meeting which consisted of a committee of Employers from the Public Warehouses, Paton and myself for the Union, plus approximately eight other Warehousemen who were present at the first meeting. We opened the negotiation session and started to discuss some of the Union proposals. Suddenly, one of the Union Warehousemen in the audience stood up and made a speech that his wife on her way to work would pass the Roos Brothers Store on Market Street, and look in the windows of that then expensive high priced men’s store, and wondered why her husband could not earn enough money to be able to make purchases at that store. That outburst in the negotiations resulted in Howell stating that his Committee was not going to continue the negotiations and they all stood up and left.
The person who made this speech claimed to be a representative of the “rank and file” Warehousemen. The result of this incident was that it then took me an additional three or four weeks to convince Wes Howell that we should again get back into negotiations. That was accomplished. What was further accomplished was that the Union took action to provide that at future negotiations there would only be those persons authorized by the Union as negotiators and there would not be present any so called “rank and file audience”.

The organizational efforts of the Warehouse Union resulted in an extremely rapid organization of Warehousemen in all warehouse groups in San Francisco.

Since each warehouse group had its own contract, it resulted in a large number of warehouse agreements with differing termination dates. The Union took advantage of this fact by whip-sawing one group of Warehouse Employers against another, namely, having settled with one group for 60 cents an hour, for example the next employer negotiating with the Union would be confronted with the Union seeking a wage rate for it above 60 cents an hour.

All of this activity took place between 1934 and 1938. By the end of 1938 the Union had close to 4,000 warehousemen organized into separate agreements for each warehouse group.

By that time, the Employers had organized themselves into the Distributors Association. In 1937, the Employers were requesting a Master Agreement for the entire warehouse industry. The Employers were clearly tired of being whip-sawed between each one of their warehouse groups. The Union resisted such a demand on the part of the Employers since it was clearly advantageous to the Union to be able to whip-saw one Employer warehouse group against another warehouse group.

In 1937 the Longshoremen on the Pacific Coast joined the Congress of Industrial Organizations (C.I.O) and became known as the International Longshoremen’s and Warehousemen’s Union 38-44 became ILWU Local 6. At that time, Harry Bridges was appointed as the Regional Director of the Congress of Industrial Organizations (C.I.O.).
**1938 WAREHOUSE LOCKOUT**

Bridges was in favor of a Master Contract for Employers in the warehouse industry; the Warehousemen’s Union opposed it. The fight over a Master Contract came to a head in August of 1938 when the Warehousemen’s Union struck Woolworth. The Warehouse Employers, organized as the Distributors Association, had non-union persons load a boxcar at Woolworth. The Strikers at Woolworth labeled the boxcar “hot.” The Association moved that boxcar from one warehouse to another, wherever there was a railroad siding, and asked Union Warehousemen to unload it. When they refused to do so, they were promptly locked out. Because the boxcar was “hot” (loaded by non-union workers), Union Men wouldn’t touch the cargo.

When the Employers were about to run out of railway-accessible warehouses, I telephoned the Attorney for the Distributors Association, James Blaisdell, and said to him, “Look, since the Employers obviously want to lock out all Union Warehousemen, why go through the charade of moving the hot boxcar from warehouse to warehouse? Simply lock them all out and let’s see what happens.” The next day, the remaining 2000 union Warehousemen were locked out.

The Employers did not bring in replacement warehouse workers. Meetings to settle the lockout failed. The lockout continued for about sixty days with no end in sight. Bridges urged the Warehousemen to accept a Master Agreement, but they followed the advice of Pat Paton who opposed it. In those years, meetings between Employers and Unions which involved a strike or lockout were open to the public and speakers for both sides appealed to the audience for support. At one such meeting during the hot boxcar lockout, Harry Bridges appeared with Adrian Falk of S&W Foods to argue in favor of the Master Contract. At that time, Hitler and Mussolini had a combine called the “Axis,” and we used to refer to the “Bridges-Falk Axis.”

During the lockout, we were able to get one of the liquor distributors to break away from the Employer group and make an Agreement with the Warehouse Union. That Agreement was about forty-eight hours old when Pat and I heard from the renegade Employer that he had just received telegrams canceling his exclusive handling of various liquor brands and, therefore, he could not
honor our agreement. We didn’t want to see him put out of business, so we canceled our agreement with him. I called Jim Blaisdell and told him that we understood what he had done. He said, “After all, the employers had the right to use their muscle just as much as the union had the right use its muscle.”

**PAUL SMITH MEDIATION**

At the beginning of the lockout, Paul Smith, editor of the San Francisco *Chronicle*, told Paton and me that he favored the Employers’ position and that he was going to write an editorial every day blasting us. Paton and I would meet every night at the El Jardin, a saloon on the ground floor of the building on California Street in which I then had my office. We would get an early edition of the Chronicle to read Smith’s blast for that day. About the sixtieth day of the lockout, while at the El Jardin reading Smith’s latest blast, I suggested to Pat, “Why don’t we send Smith a letter saying that, though we know that he is not impartial, we would be willing to accept him as mediator.” Pat agreed. We sent such a letter to Smith and a copy to the Distributors Association. Smith agreed to act as mediator and the Association agreed to mediation.

On October 7, 1938, we started our first mediation effort with Smith as the mediator and we had a very extensive series of meetings which ended on October 23 and ended the lockout but left some unsettled matters for later negotiations. On October 24, 1938, twenty-eight hundred Warehousemen returned to work.

We continued our meetings with the Employers and Smith in an effort to settle remaining issues. The Union agreed to a Master Agreement but we were unable to agree on all remaining issues so these differences were referred to arbitration before Professor Harry Rathbun of Stanford Law School. The arbitration hearings were held in 1939, between June 29 and September 15; there were twenty Employer witnesses, one hundred and seventy-five exhibits and 2,635 pages of transcripts. The award was issued on December 6, 1939.

The Arbitration Award included a seventy-five-cents-per-hour minimum wage and
application of seniority after three months (the Employers had sought to delay seniority privileges until six months after date of hire). It also provided for vacations for all Employees and for arbitration of disputes arising during the life of the agreement, including disputes over discharges. It further stipulated a work week of five and one half days, though the union had pressed for a five-day week.

The hot boxcar episode concluded with acceptable results not only for the Warehousemen and the Distributors Association but also for the young Mediator who had helped bring the dispute to a close. Paul Smith was selected by *Time* magazine as 1938’s “Man of the Year” and he won a Pulitzer Prize.

The Teamsters had always had a claim of jurisdiction over warehousemen. Nothing was done by them toward organizing warehousemen in the early years prior to 1934 or between '34 and '36. The benign attitude of the Teamsters during that period reflected pretty much the attitude of Michael Casey who was the Vice President for the Teamsters in this area in that he was not seeking to invade the jurisdiction of existing Unions such as Warehouse Local 6.

After Casey’s death in July 1957, the attitude of the Teamsters was programmed by Dave Beck, an International Representative of the Teamsters who lived in Seattle, Washington.

Under Beck’s direction, there then resulted a move on the part of the Teamsters to organize a competing Warehouse Unions, to Local 6. It is not my intention to go into all the details of Beck’s efforts. It should be noted that it was never very successful in its efforts to take over the jurisdiction of Local 6 and to take over the Employer Agreements with Local 6. After many years of confrontation and N.L.R.B. actions, the two competing Unions, Local 6 of ILWU and the Teamster Warehouse Local, joined in their negotiations with the Employers.

**PAT PATON**

Paton was one of a family of 11 children, all born in San Francisco. I think he might have finished the third grade. In all of my experience in negotiations, Paton was the best negotiator that I
encountered. We became very close friends. Paton had a severe alcoholism problem. At times when we were scheduled to go into negotiation on a particular morning, Paton would be suffering a severe hangover.

One of my very close friends, when I was in Berkeley at UC and a fraternity brother, was Dr. Alfred Goldman. Dr. Goldman had just opened his offices in San Francisco as a General Practitioner. He later went on to become one of the great internationally known specialist in “blue baby” operations.

When Paton was in bad shape, I would always meet him a couple of hours prior to the time we were supposed to go to negotiations. I would take him up to Artie’s office and Artie’s nurse, a Chinese woman, I think her name was Ms. Ho, would say to Pat, “Drop your pants.” Then she would give him a huge injection of B-1, and this was at a time when B-1 was not artificially made, and so a big horse syringe of B-1 was used to plunge into his butt. Then I would take Pat downstairs to a restaurant in the same building where Artie had his office and feed Pat a huge steak for breakfast. We would then go into negotiations at, say, ten o’clock that same morning, and there was no way of knowing that Paton had been under the weather. He would recover as if he never had a drink, and his negotiation skill was of the highest.

Paton, when World War II broke out, went into the Army and was put into the Military Police and stationed in Stockton. Paton made every effort to get into actual warfare in Europe. He succeeded in doing so. He was in the famous Battle of the Bulge, and in a letter he wrote to me after that battle stated that in his particular unit, the entire Officer Corp had been wiped out; and that he Paton, who was an excellent street fighter, took over command of the unit and they held their position. Paton, who was then a Private, was then promoted on the field of battle to a Captain.

It was my hope, Bridges’ hope, as well as other friends of Paton’s that perhaps he should stay in the Army where his alcoholism was curbed. But, Paton came back to San Francisco, back to his position in the Warehousemen’s Union. His alcoholism was not in any way curbed.
A short time after his return to San Francisco, I remember one day that Paton came to my office. By that time I had passed the Bar and was an attorney, and Paton asked for a loan of some money. I gave him $50, and the next thing that happened that day was seeing the headline in the Examiner that Pat had committed suicide by jumping off the Golden Gate Bridge. I found out later that he had taken the $50 and given it to his then wife, who was a telephone operator.

At Paton’s funeral, he was in uniform, his casket was draped with the American flag, and the only service was someone singing “Joe Hill.”

KATHERINE GRAHAM

During the hot boxcar episode in 1948, I used to meet Paton, Harry Bridges, and Katherine Meyer at a bar at the foot of Sacramento Street in the evenings. (Katherine was a twenty-one-year-old labor reporter with the San Francisco News, very beautiful and very excited about her job.) Artie Shaw’s “Begin the Beguine” had just come out and was in the jukebox. We must have worn out three of those old 78s, playing that record while we enjoyed our cocktail hour.

In her Pulitzer Prize winner best-selling 1997 memoir, Personal History, Katherine Graham (formerly Meyer) wrote of Harry, Pat and me, “We all became great friends. In fact -- in a most unprofessional manner, I realize now -- Pat and I became more than friends; he was an early romance of mine. We really liked each other - he was not only highly intelligent but very good looking. Some weeks after we met, I realized that he was married. I also realized that he had a serious drinking problem. His courage and extra ordinary leadership abilities revealed themselves during World War II, when in the Battle of the Bulge, he was promoted from a private to an officer after all his officers had been killed and he took charge. Unfortunately, after the war he went on with his hard living and drinking, and eventually committed suicide by leaping off the Golden Gate Bridge.”

We would drink Boilermakers, which consisted of a shot of whiskey and a shot of beer. It cost 25 cents and the third one was always on the house. There were many saloons on the
Waterfront in those days. And too often we would try to see how many bars we could visit.

When Katherine Graham won the Pulitzer Prize in 2001 for her book Personal History, I wrote to her and congratulated her and suggested that this would be a good occasion to have a Boilermaker. Katherine responded on May 1, 2000:

"Thanks for your note . . . I loved remembering the boilermakers. But I couldn’t sit up if I even smelled one these days. Those were my favorite days and nights under the San Francisco Bridges in those bars. Poor Pat he obviously, I should guess, suffered from some sort of mental depression too. But he was great."

**THE MARCH INLAND - GROCERY CLERKS**

One of the Unions created by the “March Inland” was the Grocery Clerks Union. At the end of its first Agreement, the Union struck Safeway. The Union was a client of the Bureau and I was assigned to work with it. The Union was demanding a closed shop, which was legal in those days. (It became illegal in 1947 with the passage of the Taft-Hartley Act.) The closed shop required employees to become and remain members of the union as a condition of their first being employed. Employers strongly resisted this demand and would most often take a strike rather than agree to the closed shop.

At that time, Safeway was represented in labor relations by William Ingram. Ingram had been the football coach at Navy, then became a football coach at UC Berkeley. After that, he was appointed as head of labor relations for Safeway.

During the strike, Bill Ingram and I discussed the issue of the closed shop. I explained that a union was very much like an employer's enterprise -- that it had to have money to ensure its existence and to continue in operation. Ingram asked if he agreed to the closed shop would that make the union more reasonable in its demands and settlement proposals. I told him not necessarily: in seeking the closed shop, the union was fighting for its very existence. Ingram understood the Union's motivation in seeking the closed shop, saw nothing wrong with it, and agreed to the closed shop for the clerks at Safeway. That ended that strike.
Thereafter I was involved in many other strikes with employers in other industries where the closed shop was an issue. I would explain to them, as I did to Ingram, why the union needed a closed shop. I would always conclude by saying, “Well, why don't you call up Bill Ingram and talk with him about this issue?” A large number of employers did so and Ingram apparently convinced them of the validity of the closed shop demand. Accordingly a number of strikes were settled and in some cases a strike was averted.

THE MARCH INLAND - DEPARTMENT STORES

Department store employees also began to organize after the 1934 strike. There had been some local unions in some small retail stores, but the major department stores -- such as the Emporium, City of Paris, The White House, J.C. Penney, Livingstons, and Sears, Roebuck-- had never been organized. In 1948 Marion Brown was working as a clerk at Woolworths where the Warehousemen’s Union was on strike. Brown engaged in conversations with the Union Pickets who urged her to start a Union for clerks at Woolworths and the San Francisco Department stores.

Brown pursued this suggestion, contacted clerks in a number of stores and in a very short time Retail Clerks Local Eleven Hundred came into being. The wages paid in the retail stores at that time was so low that it was not difficult to organize them into the Union.

I represented that Union which was able to negotiate a first Agreement improving wages and conditions. The Union was intent on obtaining a union shop at that time. The Union Shop, which is still legal, differs from the closed shop in that employees do not have to join a union before they are hired; union membership is required only after a probationary period of employment. The Employers adamantly refused to make a union shop part of the Agreement.

The first Agreement expired on August 16, 1938. There were lengthy negotiations prior to that date and very little progress was made toward meeting the union's demands, particularly with reference to the union shop. Negotiations ended in a strike which lasted from September 7 until November 1, 1938, and involved thirty-five retail stores. The strike was basically directed against
three major department stores: Emporium, White House, and City of Paris. After a forty-five-day strike, the Union signed a new agreement which did not include the Union's primary demand: the union shop.

That Agreement between Local 1100 and the Employers expired on May 27, 1941; after three months of negotiations, wages and the union shop issue still remained in dispute. The Employers accepted an invitation to appear at a Union meeting on August 26 to explain their position. Ned Lipman of the Emporium spoke for the Employers and received a very polite hearing. After Lipman's presentation, the Employers left the meeting; I then responded to Lipman's statement and reported the Union negotiating committee's position on the matters remaining in dispute. Immediately after I spoke, the Union voted to strike. The strike again centered upon the major department stores, and the basic issue was still the union shop.

The strike was still in progress when the United States went to war against Germany and Japan in December of 1941. The nation's entry into the war made it difficult to conduct a strike. On December 8, 1941, the Union offered to arbitrate all differences, but the Employers refused. It became clear that the strike was not going to remain effective; the Union began looking for ways to end the strike and continue to maintain itself as an institution.

The government had set up the War Labor Board, consisting of equal representation from Unions and Employers. Local 1100 Representative Larry Vail, Jack Shelley, Secretary of the San Francisco Labor Council, and Roland Davis of the Pacific Coast Labor Bureau persuaded the War Labor Board to get involved in the strike. The Board was able to bring about an agreement between Local 1100 and the department store employers, but it did not contain a union shop provision.

I was involved in several incidents relating to the Union, one concerned the Department Store negotiations. In the negotiations I dealt with Milton Marks, Sr., a very prominent San Francisco Attorney and an excellent negotiator who represented the Retailers Council. At the bargaining table, when the Parties had been discussing the same subject for awhile without making any progress, I had a habit of saying, "Okay, let's set that aside and explore the next issue." I did
this several times during negotiations with Marks. In one session when I suggested that we explore the next issue, Milton interjected, “Well, just a minute.” He reached under the table and pulled out a bag. Out of the bag he pulled a pith helmet. He suggested that if we were going to explore these issues, I should wear the pith helmet.

**LOCAL 1100 AND WAXIE GORDON: OTHER “FIXERS”**

Local 1100 of the Department Store Employees Union was led by Larry Vail, an extremely able person with whom I enjoyed a close relationship. One night, I was to meet Larry at about eleven o'clock. He was at a meeting and I was in negotiations, so we decided to meet at the “Streets of Paris,” a strip joint close to the Local 1100 office. I arrived there a little before eleven. I had bought a *Chronicle* and was reading it when in came three men. One was short and stocky and the other two were huge, maybe six and a half feet tall; all three of them were wearing long black “bennies” -- very fancy cashmere overcoats. I was sitting there by myself reading the paper, waiting for Larry to show up, when these three men came over to my table and the little short one said to me, “Your name is Sam Kagel?” I answered, “Yes.”

“Well,” he said, “I've been looking for you all day.”

“That's strange, I've been in my office all day. What can I do for you?”

“I'm here to help a friend,” he informed me, so I asked, “Who's that?”

“My friend,” he replied, “is the Owens Illinois Glass Company.” I should explain here that the Warehousemen's Union had a strike going on at that time against the Owens Illinois Glass Company, and I was representing the union in negotiations. The short man stated that he wanted to talk to me about the strike. I asked his name, and he said, “Waxie Gordon.” Waxie Gordon was a notorious gangster who was prominent during Prohibition. I inquired about his relationship to Owens Illinois Glass, and he said, “They used to supply me with bottles.” So I asked what he wanted to do on the company's behalf, and he told me he wanted to settle the strike with the warehousemen. I said, “Well, I have no authority to settle the strike, but if you like I will arrange
for a meeting tomorrow with the Union committee." He wasn't pleased with that answer, so I offered to talk with the Union people then get in touch with him at the St. Francis Hotel where he was staying.

Now, I don't mind saying that I was quite frightened. The two huge goons on each side of Waxie Gordon gave me substantial reasons for concern. In any case Gordon left, even though I had invited him to sit down. As soon as he left, I called Jack Shelley, who always let me know where I could reach him. I explained what had happened, and he said, "I'll take care of it."

What Shelley did was call the Chief of Police -- as Secretary of the Labor Council, Jack Shelley had a good relationship with the Chief of Police. I learned of the Chief's action from the next day's newspapers. The press reported that Waxie Gordon was visited at the St. Francis Hotel by some members of the police department. When asked what he was doing in the city, Gordon said he was in San Francisco for the purpose of "promoting a cleaning project." In any case, the police invited him out of the city, escorted him to the airport and put him on a plane for Chicago. The plane stopped first in Reno. The San Francisco police had warned the Reno police that Waxie Gordon was on the airplane; when Gordon attempted to disembark, he was requested to remain on board. So he left Reno and returned to Chicago.

Clearly, Gordon meant to work some kind of "fix" in the warehousemen's strike against Owens Illinois Glass. Incidentally, the attorney for Owens Illinois was Sam Ladar, my cousin's husband. I called him the next day and asked him what was going on. He said he knew nothing about it. He checked with the top brass at Owens Illinois Glass and they said they knew nothing about it, and that was the end of that situation.

Reciting that incident reminds me of what happened during a strike of pinboys in the bowling alleys. In those years, the pins were set up by hand, not by machine, and the pinboys were organized as part of the Janitors Union. I represented the pinboys' union in that strike.

During the strike, Jack Shelley received a call from some guy who introduced himself as
Colonel so-and-so, explaining that he wanted to talk to Jack about the strike. He said he was staying at the Palace Hotel and asked if Jack would come down and see him. So Jack went down and saw him. Jack told this Colonel, who represented a bowling alley manufacturer, that he couldn't settle the strike; a settlement would have to be made with the union itself. And with that, this Colonel took out an envelope and threw it on the bed saying, "Well, that's for you." Jack told me he picked up the envelope, opened it, and saw a large number of hundred-dollar bills. He handed the envelope to the Colonel and warned him, "Don't ever try to do that in this city. The next time you do, I'll heave you out the window." Jack Shelley stood about six foot four, had been a football player, and was quite capable of carrying out such a threat.

The labor movement in the Bay Area was extremely clean. These two efforts to "fix" a labor dispute were unsuccessful. The same kind of attempt had been made with Bridges during the 1934 strike. Matson Navigation Company's 1981 company history, Cargoes: Matson's First Century in the Pacific, explains in a footnote on page 83:

Years later, Randolph Sevier, who had no part in the affair and thoroughly disapproved of it, confirmed that the Waterfront Employers Association, using money provided by a Matson officer, attempted to bribe Bridges. Bridges agreed that a bribe offer had been made. Sevier at the time was a Castle and Cook official and later became president at Matson.

Bridges told me of this offer. It was for about $50,000. That bribery attempt also failed. In all my experience representing unions, those were the only three times I ever heard of anyone trying underhanded means to end a labor dispute.

THE MARCH INLAND - THE LADIES GARMENT INDUSTRY

In the 30's and 40's the International Ladies Garment Union was very active, having agreements with about fifty Employers. The San Francisco Market was next to New York the largest market making women's suits and coats.

Jenny Matyas was the energetic leader in the union together with Henry Zaharin. In later years, Matyas became Vice President of the International Union. I was assigned to work with that
Union to aid in negotiating agreements.

In the early 40's the Employers organized the San Francisco Coat and Suit Association consisting of about fifty Employers hiring about 4,000 machine operators and cutters.

When World War II ended, the Garment Union became very important in my career. About 1948 that Union decided to copy New York and set up an Industry Arbitration Board. The Employers and Union offered me the position of Mr. Impartial Chairman on such Board. I accepted the offer with a retainer of $300 a month. Today, 2003, I still have the position of Mr. Impartial Chairman but the Garment Industry has all but disappeared from San Francisco. There is only one Employer left - Koret, who makes women's sportswear.

THE MARCH INLAND - 1937 HOTEL STRIKE

Restaurants had been organized prior to the 1930s by the Hotel and Restaurant Employees and Bartenders International Union. In the 1930s, that union was a conglomeration of local unions representing cooks, waiters, bartenders, and miscellaneous employees. They functioned through the Joint Board of Culinary Workers, represented by the Bureau and I was assigned to work with it. As part of the March Inland, the Joint Board of Culinary Workers successfully organized the kitchen staff in the major San Francisco hotels. The hotel Employers' refused to recognize the Union which led to a strike in 1937. I worked very closely with the strike committee of the Joint Board, most specifically with the two primary strike leaders: Bill McCabe, of the Bartenders Union, and Margaret Werth, of the Waitress's Union. We decided to try to split the Employers' Association and get a separate Agreement from one of the hotels that the Unions were striking, namely the Sir Francis Drake. That hotel belonged half to Connie Hilton, of Hilton Hotels, and half to Louis Lurie, a local San Francisco financier and real estate mogul. We appealed first to Lurie to see if he would make a settlement with us on behalf of the Sir Francis Drake. He stated that he had no management control over the hotel, that we should go and see Hilton in Los Angeles.

Bill McCabe and I went to Los Angeles, met with Hilton, and he turned us over to one of his
partners, Joe Drown.

Joe Drown was a very young man who had come from Texas with Connie Hilton and was buying hotels with him. Drown told us that he and Hilton had just bought the Clark Hotel across the park from the Hotel Biltmore in Los Angeles, that he had made arrangements for connecting rooms for Bill and me to stay there overnight, and that he would meet with us in the morning. We went to the hotel, checked in, went to the rooms, and found in each of our rooms a bottle of Old Chicken Cock bourbon whiskey -- a very famous pre-Prohibition whiskey. It had the original revenue stamps on each bottle. Bill and I were overjoyed to be able to taste such a fine whiskey, and during the evening proceeded to take care of the contents of the two bottles.

Drown told us that when he bought the Clark Hotel, he had found a large number of cases of this very famous whiskey in the basement. Years later, after Drown had made his millions by feeding the workers in Southern California airplane factories during World War II, he told me that W. C. Fields had offered a generous price for his stash of Old Chicken Cock. But he did not sell.

In the morning, in Los Angeles, McCabe, Joe Drown and I went over the terms of a proposed agreement for the Sir Francis Drake. We negotiated some changes and Drown signed the document on behalf of Hilton. This was a major stroke of good luck insofar as we were concerned. The strike had been going on for a long time; there were no indications of any possible settlement at that time with the hotel association, so to be able to break away one of the major hotels from the Employer group was of great importance to the Joint Board.

We returned to San Francisco and announced that the Sir Francis Drake had made an Agreement with the Joint Board. Within forty-eight hours, a man by the name of DeGolia (who owned the St. Francis Hotel) along with other Employers, moved in and bought the Sir Francis Drake from Lurie who, I found out years later, had bought out Connie Hilton. That, of course, ended the application of our Drown Agreement to the Sir Francis Drake.

The Employers in the hotel business were so pissed off at Hilton that they ran an ad in the
San Francisco newspapers in which they castigated him for his “unAmerican” action in breaking away from the Employer Association. Hilton responded with a half-page ad stating the reasons for Drown making the Agreement with the unions. But his rebuttal was of no help to us in settling the strike.

When we came back to San Francisco, McCabe and I checked the restaurants and bars, but none of them had Old Chicken Cock. However, we found out that there was an old restaurant in Marin County that might have it. So one night, McCabe, Margaret Werth and I went looking for Old Chicken Cock. Bill McCabe knew the owner of the Marin restaurant who was kind enough to bring that bottle of whiskey out from behind a chicken-wire display and let us enjoy it.

The 1937 hotel strike ended up in arbitration with the unions failing to obtain their primary demands, such as the forty-hour week (at that time the prevailing work week was forty-eight hours) or the closed shop.

The Agreement did provide for the arbitration of grievances, and apparently it was the Employers' notion at that time to arbitrate the hotel workers' unions to death by insisting on arbitrating hundreds of grievances. I asked Jack Shelley to get the word to the Hotel Employers Association that they would not succeed in breaking the Unions by arbitrating so many unnecessary cases. Jack talked to Joe Sullivan, head of the Employers Association, and as a result, the Employers moderated this particular tactic. Thereafter, there were very few arbitrations instead of literally hundreds of them.

When the 1937 agreement expired in 1941, the union again sought changes in wages and the union shop. These negotiations broke down and a strike began on August 30, 1941. This strike was still in effect on December 7, Pearl Harbor Day. The United States' entered the war a week later.

The government had set up the War Labor Board. The striking Unions (over the objection of the hotel Employers who were operating with strikebreakers moved to get the War Labor Board
to intervene in the strike. The Board did intervene. Though the Unions did not get any of their basic demands, at least the strike was concluded and the Unions were able to remain in place in the hotels.

**THE MARCH INLAND - NEWSPAPER GUILD**

A group of newspaper men and women in the 1930s organized the American Newspaper Guild in New York and in the 1930s some newspaper people in the San Francisco Bay Area took action to organize themselves into a branch of the Guild. At that time, San Francisco had four daily newspapers -- the *Chronicle*, which was home-owned, the *San Francisco News*, which was owned by the Scripps-Howard group; and two Hearst newspapers, the morning *San Francisco Examiner* and the afternoon *Call-Bulletin*. In Oakland there were the *Oakland Tribune*, owned at that time by Senator Knowland's family, and another Hearst newspaper, the *Post Inquirer*.

The Bureau was retained by the Newspaper Guild, and I was assigned to act as an advisor and negotiator. In 1936, the Guild tried to negotiate an Agreement with the Newspapers. The Newspapers refused to do so but did consider putting up a bulletin stating a “general labor policy” concerning its staff.

The policy statement acknowledging that the Guild existed and then set forth a few employment conditions that the newspaper management stated it would observe.

Paul Smith was at the time the Editor of the *San Francisco Chronicle*. He considered himself then to be a modern type of newspaper manager who recognized what was developing in labor relations, namely that newspaper staff workers were organizing and the newspapers would eventually have to deal with the Guild. His newspaper then was the first to post a bulletin board statement.

Shortly after the *Chronicle* put up its bulletin board policy, the *San Francisco News* followed suit. The *San Francisco News*, being part of the Scrippps-Howard syndicate, presumably was a more “liberal” newspaper. That was not, in fact, the case but management at the *San Francisco News* did not want to seem less progressive than the *Chronicle*. The Publisher of the *San
Francisco Examiner, Clarence Lindner, told me that he understood the position of the Guild, but he could not approve posting a bulletin board statement because of directions from the Hearst headquarters in New York.

While the Guild was trying to get a bulletin board statement from the Examiner, the Longshoremen were involved in a strike. The Longshoremen had no love for the San Francisco Examiner which had printed vicious attacks against the Longshore and Maritime Unions during the 1934 strike. It occurred to me that Lindner would not be particularly pleased to hear about a group of Longshoremen headed for the Hearst Building at Third and Market, where Lindner had his office, to picket the Examiner on behalf of the Guild.

There was at that time a reporter working for the Examiner, a Guild member often assigned to cover labor cases, who had a very active social calendar and indulged in the habit of going to too many parties at night. When he was assigned the labor beat, he would come up to the office of the Bureau (Room C in the Ferry Building) -- where every labor reporter gathered news of the latest strike or lockout in town -- and informed me that he would be downstairs, asleep in his car, where he hoped I would be so kind as to wake him should anything of importance in the labor area occur. When Lindner refused to issue a bulletin board policy statement concerning the Guild, I awakened the sleeping reporter and told him that I had heard a rumor that the Longshoremen were going to picket the Examiner. I suggested that he go to Breen's Saloon and simply pass the word that there was such a rumor. Breen's Saloon was on the Third Street alley between Market and Mission streets. It was a very fine, great old-time saloon and was inhabited by newspaper people. I knew that any rumor that was planted in Breen's would, in extremely short order, get up to the top offices of the Examiner.

The reporter (who later served as a public relations representative for United States Steel) followed my suggestion and within a day I received a call from Clarence Lindner, the Publisher of the Examiner. He confided that he had heard a rumor that the Longshoremen were going to march on the Examiner. Without making any reference to the rumor, I said, “The labor unions, including
the longshoremen, cannot understand why the *Examiner* will not put up a bulletin board policy statement, especially since the *Chronicle* and the *News* have done so.” He asked where I was going to be the next day, Saturday. I told him I would be in my office; he said I might be hearing from him.

In the morning, I got a call from Lindner who asked me if I would mind coming to his office. “Not at all,” I told him and I went up there. He explained that he had talked to the New York Hearst people, but they still adamantly refused to let him put up a bulletin board policy statement.

“Well, what do you want me to do?” I asked.

“I would like to have you talk to one of them.”

I consented to do so and he got a chief official of the Hearst newspapers in New York on the telephone. I explained to this man that there was a rumor about the longshoremen, who had no particular love for the *Examiner*, threatening to picket the *Examiner* unless it issued a bulletin board policy statement as other newspapers had already done. He asked me to turn the telephone over to Lindner. Lindner then asked me to step out into the hall so he could carry on a private conversation. After about fifteen minutes, he called me in and instructed me to bring him a copy of the bulletin board policy statement as the Newspaper Guild wanted it worded. I happened to have a copy with me. He looked it over and said, “Okay, we'll put it up on the bulletin board.” Once the *Examiner* consented to posting the policy statement, the *Call-Bulletin* fell into line.

Within a year thereafter the newspapers formally recognized the Guild. On July 1939, the first Agreement was settled. It covered all the newspapers in San Francisco. It was the only citywide Newspaper Guild agreement in the country. I was the negotiator for the Guild.

One of the Guild's demands was for the “guild shop,” which required a certain percentage of editorial newspaper Employees to join the Guild. Charlie Mayer, Business Manager of the *Examiner*, had declared in the negotiations, “Listen, you will get the Guild shop at the *Examiner*
only when Jesus Christ comes down Market Street on roller skates.”

The San Francisco Newspaper Association which represented all the newspapers including the Examiner did grant to the Guild the “Guild Shop.” Though it was a citywide Agreement, each one of the newspapers had to sign the agreement separately.

Charlie Mayer's office was on the third floor of the Hearst Building. It had a large porthole window which looked straight up Market Street. I brought the final Agreement to his office and said Charlie, “Here's the agreement; I need your signature.” So, he sat down, picked up a pen and was about to sign it when I stopped him, “Wait a minute, Charlie.”

“What for?”

“Come on over here and look through this window.”

He stood up, walked across the room to where I was standing and peered out the window, then gave me a quizzical look -- all he could see was the traffic on Market Street. I said, “Charlie, don't you see Jesus Christ coming down Market Street on skates?” He laughed; Mayer did have a good sense of humor. Overtime we became good friends. And as I will note hereinafter, my first case as an attorney was acting as a mediator in a case involving the Examiner’s “red baiting” editor.

THE MARCH INLAND AND NEWSPAPER TEAMSTERS

One day I received a call from Mike Casey that he was sending to my office a man by the name of Jack Goldberger, that Goldberger was attempting to organize the newspaper drivers at each of the newspapers for the purposes of collective bargaining and Casey had issued a charter to Goldberger for that purpose.

After that phone call, Goldberger showed up at my office somewhat bloody. He explained how he was trying to sign up for purposes of representation some of the Examiner drivers and a couple of circulation department supervisors jumped him. According to Goldberger, he “took care of them” and called Mike Casey who then directed him to my office.
After Goldberger had cleaned himself up, we conferred on the content of an agreement which we would seek with the newspapers assuming the Union would win representation authority for each of the newspapers. We then made arrangements for elections and the Union won the representation rights in each of the then San Francisco newspapers namely the *Examiner, Chronicle, Call Bulletin*, and *San Francisco News*.

We then made arrangements for the negotiations and the Circulation Managers of the newspaper decided to meet with us and negotiate with the Union as a group which was done.

Charlie Mayer, Business Manager of the *Examiner* which in those years called itself The Monarch of the Dailys, told me that the circulation departments of each of the newspapers was what he called the “dirty end” of the business.

When Goldberger and myself and a Union Committee was negotiating with the circulation managers, they would tell us stories which illustrated in part what Mayer had told me. For example, at one time the *San Francisco News* decided to have for their news vendors small enclosures on many of the blocks where the vendors were selling newspapers. They did that over a weekend but on Monday there were no enclosures for their news vendors. The News' circulation manager at a meeting that we happened to have had at that time made a complaint about what had happened. The circulation manager for the *Call Bulletin* spoke up and said, “We did that. We didn’t have any money to match what you did and so I had some of our men go around to those corners, pick up those enclosures and dump them.

The *Call Bulletin* itself engaged in practices seeking to aid its circulation and one of those practices involved placing on the ferry boats that were operating in the Bay bundles of *Call Bulletins*. Those newspapers had a pink or red cover and they were tied up in bundles of 50 newspapers.

The circulation department made an arrangement with the deck hands on the ferry boats to place these bundles at the very rear of the ferry boat and then when the ferry boat approached Goat
Island, the island in the middle of the Bay, they would shove these bundles of papers into the Bay. In a very short while, the papers would then become loose from their bundles and float to the top of the Bay and portions of the Bay then became colored pink or red, the color of the cover sheet of the Call Bulletin. The Call Bulletin would count those newspapers as part of its circulation.

Over the years Jack Goldberger became a respected person in the San Francisco labor movement and in his later years, before retirement, would be called upon to mediate from time to time disputes between some of the other teamster local Unions and their Employers.

THE MARCH INLAND AND THE NEWSPAPER VENDORS

In the 1930s there were approximately four hundred news vendors in San Francisco selling newspapers. Upon the Drivers being organized, a News Vendor by the name of Alabam Parish contacted Jack Shelley, who at that time was Secretary of the San Francisco Labor Council, asking for aid in organizing the vendors into a union.

As a group, the vendors in those years were in two identified groups. There were the younger vendors who occupied most of the “good” corners for the sale of newspapers. Those “corners” were primarily at the Ferry Building where the commuters purchased their newspapers. Those “corners” in the ferryboat area were sold from time to time at $100 to $200 a “corner.”

The remainder of the vendors, which was the largest number of vendors, covered the corners in other portions of San Francisco: Market Street and major neighborhood areas. That group of vendors were usually older men and many of them with various illnesses.

Shelley came to my office along with Parish for the purpose of working out a plan to organize the vendors in San Francisco. We concluded that our worry was not the vendors at locations like the ferry building but how were we going to get the remainder of the vendors organized. In our discussions it became apparent to me that many of those vendors would require some kind of medical aid. In those years, there was not available any public paid up medical aid.

At that particular time, a very close friend of mine, Dr. Alfred Goldman, had opened his
office in San Francisco. I contacted Goldman and recited the problem with reference to the need for medical aid for this vendors group. I was able to work out with Goldman that the vendors would pay 25 cents per month toward medical care and he, Dr. Goldman, would provide that care. With reference to medical supplies, Goldman believed that most of the supplies that would be needed it could be obtained from free sources.

What we were in fact trying was the very first program in San Francisco dealing with medical care for a large group of workers. The details of the plan were worked out with Dr. Goldman and with that information Parish and Shelley were able, in very short order, to organize all the vendors into a union. That union received its Charter directly from the AFL (American Federation of Labor).

Upon the receipt of that Charter, I was asked to work with and for the Vendors Union which I did without pay, made contact with the Publishers, obtained the recognition of the Vendors Union from the Publishers and participated in setting up the first collective bargaining agreement with that union.

After the negotiations for the first contract, the union elected me as an honorary member of their union. About that time John Kagel had just been born and they took action to provide an honorary membership for John.

From that beginning and for all of the years intervening and up to the present there has been an agreement between the Venders and the Publishers.

Currently there is no where near the number of news vendors that were employed during the 1930s. Most of the corners now have automatic coin boxes and the value of the corners at the ferry building of course has practically disappeared once the ferryboats stopped operating across the Bay.

**FERRY WORKERS' SEVERANCE PAY (BEFORE THE MARCH INLAND)**

Some of the earliest clients for the Bureau were the unions representing workers, who
worked on the ferryboats run by the Southern Pacific Companies and the Key System which operated between San Francisco, Oakland and Berkeley. The Bureau represented all the Unions that had collective bargaining agreements with such employers. The Unions were the Master Mates and Pilots, the Marine Engineers, and the unlicensed ferry boatmen. Members of these unions faced unemployment within a few years after completion of the San Francisco-Oakland Bay Bridge that would put car and passenger ferries out of business.

I anticipated the end of ferry service as a personal loss. Not only was I among the tens of thousands who rode the ferries each day between San Francisco and East Bay cities, but I also harbored fond memories of childhood adventures upon the ferries. When I was around seven years old, the fare between Oakland and San Francisco was a nickel. You didn't have to get off once you'd crossed the bay. For the same fare, you could make a round trip. On many good-weather Sundays, my mother would pack a lunch and my parents and I would enjoy a five-cent “sea voyage” to San Francisco and back to Oakland where we were living.

When the construction of the Bridge was commenced in 1933, the Southern Pacific Railroad and the Key System went before the State Railroad Commission and received various benefits to make up for the loss they would sustain once the Bridge opened and ferry service ended. But no consideration was given to what would happen to the Employees who had been working on these ferries.

I met with the Unions and suggested that we try to get some kind of severance pay for the ferry workers. To my knowledge, organized labor had never before tried to get severance pay for a group of Employees who were going to be put out of work by their industry shutting down. The Bridge was then to take about three more years to complete, so we had that period of time in which to seek compensation for the ferry boat workers.

We began by sounding out the Southern Pacific Company and the Key System. They refused to recognize any responsibility for their Employees who would be displaced by the Bridge. We went before the railroad commission which said that it was not within its jurisdiction to grant
such relief. We contacted the Reconstruction Finance Agency which was financing the building of
the Bridge and received the same negative response.

The Unions decided to generate some public support for their position. Apropos of that, I
made a survey of the Ferryboat Workers' length of employment on the Ferry Boats and found that
the average length of employment was between fifteen and sixteen years. We then announced that
we were seeking one month’s pay for each year of service as severance pay.

We were not able to get any help to publicize our demand from the Hearst newspapers --
the Examiner and the Call-Bulletin -- or from the locally-owned Chronicle. I then met with the
Editor of the San Francisco News, a Scripps-Howard newspaper that was considered to be pro-
labor. I explained that the stockholders of the Southern Pacific and the Key System were being
taken care of, but persons who had spent their lifetimes working on the Ferry Boats would receive
no compensation for losing their jobs. The Editor assigned Stanley Bailey, a fine labor reporter,
who wrote a whole series of articles about the persons who would lose their jobs called “In the
Wake of the Ferries.” These articles ran from June 10 through 15, 1935, and were accompanied by
beautiful photographs.

Finally, the Unions agreed that they would have to take economic action if they were to get
any relief. So, on July 3, 1935, we arranged a meeting with representatives of the Southern Pacific
Railroad at which time we were going to make our final effort to reach an agreement on severance
pay before calling a strike of all ferryboat workers to begin July fourth. Ferries were still the only
means of getting across the Bay without driving all the way around to San Jose, so a strike at that
time would have seriously inconvenienced holiday travelers.

The negotiating committee from each of the three Unions and I met with the Southern
Pacific representatives in the Board Room of the Southern Pacific Building in San Francisco on
July 3, 1935. A gentleman by the name of McDonald, President of the Southern Pacific, spoke for
the Companies. Regarding our request for severance pay, McDonald said, “Gentlemen, we do not
think that you are entitled to anything.” He went on to say, “But I have a piece of paper here in
front of me and if you ask for anything more than that is on this paper, then you can go ahead and
strike.” Now this seemed to be some sort of lottery, so we called for a recess. We went out into the
hallway and I said, “Look, we’re not going to ask for more than that which we have publicly
announced was our goal and we’re not going to settle for anything less. McDonald said we could
strike if we asked for anything more than he had on the paper. Let’s go in and tell him that we’re
willing to settle for one month’s pay for each year of service,” which had been our public position
for two years.

We went in and I made a brief speech saying that we believed we were entitled to some
relief, that we had given great consideration to the settlement we sought, and that we were willing to
accept one month’s pay for each year of service. With that, McDonald lifted this piece of paper as if
he were playing blackjack and, looking underneath at it, said, “Okay, gentlemen, you have a deal.”
We thanked him and left the room. We were stunned by McDonald’s antics because we had been
publicly announcing for over two years that one month’s pay for each year of service would be
satisfactory to us. In any case, that settled the severance pay issue with the Southern Pacific and the
Southern Pacific Golden Gate Companies, but we still had to obtain such an agreement from the
Key System.

All three Unions represented the Employees on the Key System. In the past, the Key
System had always followed the lead of the Southern Pacific Company in whatever settlement we
made with it as to wages or conditions. Accordingly, we believed we would have no difficulty with
the Key System in arriving at a severance pay agreement. I contacted Alfred Lundberg, the owner of
the Key System, by telephone, told him what our settlement was and told him that I had such an
agreement ready for his signature. He said, no, he was not going to agree to the severance payments,
and that he wanted a meeting.

Now, Lundberg was a man who had bought Key System bonds at virtually a throw-away
price and had been making vast amounts of money from the Key System. In addition, he was
notorious as a luncheon speaker, a teller of risqué stories and jokes. I point this out so you will
understand why I chose to proceed as I did.

A committee from the three Unions and I met with Lundberg to talk about the severance pay, which he refused to give to us. I asked for a caucus with the Union representatives and I said, "Look, knowing Lundberg as we all do, we have to realize that he is not going to make any agreement with us until we come up with some dirty story to indicate the seriousness of our intentions." So we went back into the meeting and asked for a recess.

To prepare myself for the next meeting with Lundberg, I went to a bar which was patronized by telephone operators. In those years, telephone operators, in checking circuits, would telephone other operators throughout the country and exchange jokes and stories. So this bar became a great source for the latest jokes from New York or Chicago or anywhere else in the country, and there I obtained a joke which I thought would convince Lundberg of our resolve to get severance pay.

We arranged another meeting. I told Lundberg that we had discussed the reasons he gave for not granting the severance pay, and that we had come to the conclusion that his posture and that of the Unions were best illustrated by the following story:

There was a man who had been a 'rounder' who got married. And about the seventh year after his marriage, when his wife went out of town, he revisited one of the old brothels he used to patronize. He got there about two or three o'clock in the morning and the madam greeted him effusively, but said, 'Hey, you know, all of the girls have left, but you wait.' And she telephoned a girl who appeared shortly at the house. This was a very beautiful woman with gray hair. He looked at her gray hair quizzically, and she said, 'Well, let's go up to the room.' So they went up to the room and got into the receptive posture for 'lovemaking' and he found no action whatsoever. So he removed himself from her body and said to her, 'Look, while you may have winter in your hair and summer in your heart, if you don't get some spring into your ass, we're going to be here for the rest of the year.

And with that, I said to Lundberg, "We are saying to you that if you don't get some spring in your ass and sign this severance agreement, you're going to be struck for the rest of the year." Lundberg's response was a very hearty laugh, and he said, "Let me have a caucus with my people." So, he went out of the room, came back in a few minutes and said, "Okay, gentlemen, as Confucius say, 'If one must get screwed, relax and enjoy it,' even though in this case we're not getting a kiss."
And it was in that manner that severance pay was obtained from the Key System.

THE BAKERY DRIVERS ARBITRATION

At the Pacific Coast Labor Bureau I worked with several Teamsters' Unions, including the Bakery Wagon Drivers Union. The head of that union was George Kidwell -- one of the great labor leaders in San Francisco.

I was with Kidwell in many negotiations between his Union and its Employers. In Union meetings, when reporting Employer proposals of which he did not approve, Kidwell would stand before the membership “wearing a cigar” -- he never smoked it -- in his right hand and say, “This offer of the employer is not worth a pinch of owl shit,” indicating with his left hand what a “pinch” would look like.

In 1933, Kidwell was seeking a five-day week in his negotiations with his Employers. His members had been working a six-day week; a five-day week would create some new jobs. The Union and the Employers were unable to reach an agreement, so they decided to submit that issue to arbitration. Melnikow said to me, “You are going to handle that arbitration. I have to go to Washington to appear at one of the code hearings.” Now, I had helped prepare other arbitration cases and I had watched Melnikow present arbitration cases, but I had never before prepared and presented an arbitration case by myself. I was very nervous. I asked Melnikow, “Did Mr. Kidwell agree that I should prepare and present the case?” He assured me of Kidwell's approval, so I had no choice but to summon up my courage and begin working on the case.

I worked, as I recall, day and night in preparation for that case. Unemployment being rampant, our aim was to spread work among bakery wagon drivers through a shorter work week that allowed everyone to earn something. There was no city then in which the five-day week for bakery wagon drivers prevailed.

It occurred to me that the Arbitrator, Judge Walter Perry Johnson, might believe that a Bakery Wagon Driver simply delivered bakery products. But, having sat in on Bakery Drivers'
negotiations with Kidwell, I knew that they had a great many more responsibilities. Their duties included collecting money; seeing that the products were fresh and properly displayed and received appropriate space on the grocer's shelves and maintaining good relations with the grocery managers or owners. I asked Kidwell to send five Bakery Wagon Drivers to our office to provide me with a very specific description of all the duties that they performed. He did so and each driver wrote out the details of his work from the moment that he got to the plant until he went home. Two of the reports were outstanding -- one was from Wendell Phillips and another from Jack Shelley. (Phillips became Secretary of the Bakery Wagon Drivers after Kidwell retired; Shelley went on to become Secretary of the San Francisco Labor Council, then was elected Congressman from San Francisco, and ended his career as Mayor of San Francisco.)

The arbitration was heard by a five-man board -- two from the Teamsters' Union (George Kidwell and Michael Casey) and two from the Employers, with Superior Court Judge Walter Perry Johnson serving as arbitrator. Judge Johnson was at that time in his late sixties, maybe even early seventies -- a very dignified gentleman who was considered to be one of the really great judges in the history of the judiciary in San Francisco. It was my conviction that Walter Perry Johnson could well have gone on to the United States Supreme Court if he had been willing to play politics, which he refused to do throughout his entire career. The Judge left a generous endowment to the Boalt Hall Law School library.

The arbitration hearings were held before the Judge in his chambers on nights and weekends so as not to interfere with his normal duties. Counsel for the Employers was Nat Schmulowitz, a San Francisco attorney who had received a great deal of notoriety because he had defended the motion picture actor, Fatty Arbuckle. Arbuckle had been accused of causing the death of an actress at a party in the St. Francis Hotel, and Schmulowitz was able to secure for him a verdict of not guilty. Schmulowitz was a very excellent lawyer. He was short, plump and quite pompous. I was not yet an attorney; I was an economist and this case was my maiden effort at presenting an arbitration.
At the hearing, Schmulowitz would constantly interrupt me to raise objections on various
grounds. I felt that he was trying to take advantage of the fact that I was inexperienced and was not
a lawyer. I recall one night when Schmulowitz was really working me over, Judge Johnson peered
over from his bench and said to me, “Mr. Kagel, your head may be bowed but it is not bloody;
continue.” I appreciated that kind treatment since I believed that I was taking quite a beating.

When the case was over, Judge Johnson issued his decision granting the drivers the five-
day week. The Employers, through Schmulowitz, immediately sought to have that arbitration award
vacated.

In those years, the Superior Court bench in San Francisco was populated primarily by
Irishmen, and the appeal was heard before one such judge. The Courtroom was packed. When the
Judge entered, Mr. Casey (who knew that judge) immediately stood up and said, “Your honor, if
you rule against the union, I want you to know that I’m the first person you can put in jail.” And the
Judge, who obviously knew Casey very well, leaned over his bench and said, “Now, Mike, just sit
down,” which Mike did.

Schmulowitz argued his motion to vacate the award of Judge Johnson. There were really no
grounds upon which he could properly ask the Court to vacate the award. In addition, it was very
unlikely that any Superior Court Judge was going to vacate an award made by Walter Perry
Johnson. Johnson was held in too great a respect by the members of the bench. In any event, the
Judge denied the motion to vacate. The five-day week was put into effect for San Francisco Bakery
Wagon Drivers.

Of course, the award was very satisfactory to me. I had worked extremely hard on the case
and that victory gave me a great deal of self-confidence.

In 1936, Kidwell determined that the San Francisco Bakery Wagon Drivers were getting too
far ahead of other local Bakery Wagon Drivers in pay rates. He then froze the San Francisco
Agreement and, with the approval of Oakland, San Jose and Sacramento Bakery Wagon Drivers’
Unions, entered into their negotiations seeking to bring those agreements up to the San Francisco level. I participated in all of those negotiations. Kidwell was a patient negotiator. He knew his industry and was respected by the Employers. From him I learned subtle skills of timing and restraint in negotiation, and his example served me well when I became a mediator and arbitrator.

**KIDWELL AND MOONEY CASE**

I have already noted Kidwell’s important role in ending the 1934 Longshore and Maritime Strike. Otherwise Kidwell was influential in Tom Mooney receiving a full pardon from Governor Culbert Olson.

The Tom Mooney case was a *cause célèbre*. In 1916, Tom Mooney had been convicted of dropping a bomb from a rooftop onto a crowd gathered on Market Street to watch a War Preparedness Parade in San Francisco. Mooney had been a militant trade unionist and labor organizer for more than twenty years and was affiliated with that part of the labor movement that protested U.S. involvement in World War I. His conviction for the fatal bombing was widely believed to be a frame-up.

**FLUGEL AND MOONEY CASE**

I personally became familiar with the Mooney case when I was in Graduate School. I wrote a paper on this case concluding that he was a victim of a “frame up.”

In writing the Mooney paper, I closely examined all available court records. I also read the federal government’s report on the case, the Densmore Report, which clearly established that the prosecuting District Attorney used perjured testimony and suppressed evidence favorable to Mooney. I twice visited Tom Mooney at San Quentin Prison where he had been incarcerated for thirteen years by that time. My research also led me to conclude that Tom Mooney was not guilty of the bombing but had been framed because of his union activities. Professor Flugel wrote on the paper, “Excellent -- wish it could be read by Mr. Fickert and others you have so ably exposed.”
In his 1930 Christmas card, Professor Flugel included the following insert entitled “Appeal to Reason”:

Over two hundred years ago James Symmes, a tobacco planter, was brutally slain in the colony of Virginia. The murderer succeeded in evading justice; a penniless immigrant by the name of Jack Hilsworth, who set foot on American soil several weeks following the murder was apprehended on suspicion of having committed the crime, one of the most brutal in the annals of colonial history. The price he paid for inexcusable negligence on the part of those entrusted with the execution of justice was death -- presumably by torture. ~ ~ Running amuck is unfortunately not confined to the mentally unbalanced. The ostensible upholders of justice have occasionally shown the same tragic proclivity, with the added stigma of malicious intent. ~ ~ The record of the trial of Thomas Mooney is of such a character that no other evidence is needed to demonstrate his innocence of the crime for which he has been held in San Quentin for the past thirteen years. ~ ~ Not infrequently the argument is advanced that Mooney’s innocence or guilt of throwing the Preparedness Day bomb in 1916 has nothing to do with this case -- that his militant activities as a labor leader should automatically disqualify him as a citizen and that his present predicament is a well-deserved penalty for his championship of social theories not attuned to the existing order of things. Those who maintain that Mooney should suffer because of the Market Street outrage might just as logically add to the list of his supposed crimes all the unsolved murders in the criminal history of California, since to legally establish Mooney’s presence in many places at identically the same time seems to be an easy matter. Every intelligent citizen of this great Commonwealth has been slapped in the face by those who gave and by those who knowingly accepted perjured evidence with the purpose of depriving Mooney -- the labor leader they detested -- of his freedom. ~ ~ The spirit of justice revolts against such perversion of the law. It demands that amends be made in the name of that superb human being who had the courage to face death on the cross with a smile of forgiveness for those who rejoiced at every drop of blood that dripped from his bleeding veins.

On January 7, 1939, Governor Culbert Olson declared that Mooney’s conviction had been based wholly on perjured testimony and granted him a full and unconditional pardon.

**STREETCAR WORKERS ARBITRATION**

In the 1930s, there were two streetcar systems operating in San Francisco: the Municipal Railway, run by the city, and the privately owned Market Street Railway. In 1934, during San Francisco’s brief general strike, the workers of both companies walked off the job. The Employees of the Municipal Railway were ordered to return to work immediately or lose their civil service status; they succumbed to the threat and returned to work.
The Employees of the Market Street Railway Company had been seeking recognition as part of a public transportation workers' Union (the Amalgamated Association of Street and Electric Railway and Motor Coach Employees of America) even before the general strike, and they stayed off the job after the general strike ended. Eventually, the Company recognized the Union. The Company and the union then agreed to submit the terms of their first collective bargaining agreement to arbitration.

I was assigned to prepare and present the Union's case in arbitration. The first chore was to choose an arbitrator, so I met with the Market Street Company's president, Mr. Samuel Kahn, to discuss the selection. Mr. Kahn opened the meeting by stating that the Company would not agree to anyone with previous arbitrating experience, an academic, a member of the clergy, an accountant, or a Jew. We finally agreed upon a retired Navy Admiral as the Arbitrator.

The Company's main argument in the arbitration was that it could not afford any increase in costs over those in effect when the Union was recognized. The Employers' representatives presented a very strong case, supported by cost and revenue data illustrating that without an increase in fares the Market Street Railway would be unable to meet additional expenses. However, at the Arbitration hearings it became evident that the company was not persuading the Admiral of its financial difficulties. The Arbitrator focused instead on the cost-of-living analyses presented by both sides -- the Company, relying on a 1933 Heller budget, claimed its Employees could get by on about seventy percent of the income the United States Department of Labor deemed minimum for "health and decency." The Admiral found the Heller budget to be too meager, pointing out for example that it made no allowance for the purchase and maintenance of the streetcar workers' uniforms. In his decision, the Admiral acknowledged that the Market Street Railway would need to raise its fares and that to do so would put it at a competitive disadvantage unless the Municipal Railway also raised its fares. He suggested, therefore, that the Market Street Railway Company and the Union work together to persuade San Francisco voters to approve a fare increase for the Municipal Railway.
The Admiral’s arbitration award was extremely favorable to the Union, which only goes to show that it’s unwise to equate impartiality with ignorance.

NEWSPAPER ARBITRATIONS

In 1936 I prepared and presented an arbitration over wages where I represented the San Francisco Typographical Union against the four newspapers in San Francisco -- the Chronicle, the News, and the Hearst newspapers, the Examiner and the Call-Bulletin. Our Arbitrator was Paul Douglas who was then a Professor of Economics at the University of Chicago. He later became a United States Senator from Illinois and served as a Marine in World War II.

Douglas would fly in from Chicago on a DC-3 on a Friday and would require us to have hearings on Friday night, all day Saturday, Saturday night, and then Sunday morning, so he could catch a plane back to Chicago in time for his Monday classroom work.

At the Arbitration hearing I had all my exhibits on behalf of the Union in a very large black binder. Within the first twenty minutes of the hearing at the Palace Hotel, I noticed that Douglas was dozing off, so I lifted my heavy black binder and let it drop on the top of the table. Douglas was startled and stayed awake for about twenty minutes before he again dozed off and I again used the black binder to awaken him. I finally said to him, “Professor Douglas, why don’t you go to your room and take a nap and then we can resume the hearing.” He said, “Oh, no, don’t worry about it. After all, your exhibits are all in writing and a transcript is being taken, and I’ll study the matter very carefully.” So, Douglas slept during most of my presentation.

I had another experience with Professor Douglas. This was a case in Los Angeles involving the Newspaper Mailers Union. The Union represented the men involved in assembling and bundling newspapers after they come off the press. One of the demands that we had in the arbitration was that there be two men on the conveyor on Saturdays when the final news insert was coming off the press at great speed to go into the Sunday papers. Newspaper management wanted to get the Sunday papers out as early as possible on Saturday night with the latest news, so on
Saturdays the presses ran full blast and the conveyors moved very rapidly. The Mailer's job involved lifting fifty newspapers at a time off the conveyor.

This arbitration was held in Los Angeles. When we got to the manning issue, I said that our case would be a presentation of the work involved in the *Examiner* mailroom. This was on a Saturday afternoon and it was hot and muggy. We all proceeded over to the *Los Angeles Examiner* mailroom. The presses began to run at a high speed. The newspapers then came onto the conveyor very fast and had to be removed fifty at a time. I had a single Mailer perform this work and it became clear, at least so I thought, that more than one Mailer was necessary to remove newspapers from the fast-moving conveyor.

Douglas viewed the operation and said that he wanted to try it, that he didn't think more than one Mailer was necessary. Douglas stood about six-foot two, maybe six-foot four; he was a big man. He took off his coat and proceeded to take the place of the Mailer. When the first fifty papers came onto the conveyor he tried to scoop them up to form a bundle. As he scooped and squeezed the newspapers together, they squirted out of both ends of the bundle he was trying to form. The ink used in those years did not dry fast, so the papers were still wet as they came off the conveyor. Without the skill of a trained Mailer, it was impossible to gather the slippery papers into neat bundles. In a very short time, Douglas was ankle-deep in smudged newspapers because he simply could not handle fresh newspapers as deftly as the Mailers could.

The Publisher of the *Examiner* became increasingly aggravated as he watched Douglas' demonstration because he wanted the newspapers to get out on the streets, not on the floor of the mailroom. He demanded that I stop Douglas from doing what he was doing. I told the Publisher that I couldn't do that, that this was my case on manning. The *Examiner*’s counsel, Harvey Kelly, made the same plea and I said, "No way." As far as I was concerned, Douglas could stand there dropping newspapers on the floor as long as he wanted to play at being a Mailer. Finally, the Publisher said to Kelly, "Tell him they can have that extra Mailer on the Saturday night runs." After Kelly told me that, I went over to Douglas (who by this time was sweating very heavily) and
said, “Professor, this issue has been settled. We’re withdrawing it from arbitration.”

“Oh, no, you can’t do that,” Douglas objected.

“Why not?”

“I’m going to stand here and learn how to do this.”

“I’m sorry, you can’t do that,” I told him, “Look at the newspapers that are on the floor -- they’re nearly reaching your kneecaps.” Douglas finally decided that he would stop trying to learn to be a Mailer and left the scene. But we had our additional Mailer for the insert run on Saturday nights at the L.A. Examiner.

LONGSHOREMEN AND WORLD WAR II

When the United States entered World War II, the longshoremen’s Union as a matter of policy announced that there would be no strikes during the war. They also proposed the creation of a West Coast Longshore Industry Board to be operated by representatives of the Employers, the Union and the federal government, to oversee the movement of men and equipment between Pacific Coast ports as needed for the war effort. The Employers did not favor relinquishing their authority to such a Board.

I suggested to Bridges that we appeal to Washington for support in establishing such a board. Bridges agreed. We decided to appeal to Admiral Land who was heading up the War Shipping Administration.

I knew that the excitement and hysteria in Washington at that time would make it difficult for us to get appointments with the persons who could be interested in our project. So I called to my best contact in Washington: Katharine Meyer who had been a labor reporter for the San Francisco News in 1938 and was the daughter of Eugene Meyer, owner and Publisher of the Washington Post. I called Katherine at her home in Washington, explained my assignment for the Longshoremen, and accepted her offer to introduce me to her father. He was in a position to open any door in Washington, and he did so for me. In two days, accompanying Mr. Meyer, I was able
to see all the persons who I thought would be interested in our project. The final appointment was
with Admiral Emory S. Land, head of the War Shipping Administration.

While I was in Washington, Bridges waited in Chicago. He was still being attacked as a
Communist, so we decided I should talk to Land first to see if he was interested in our project and
willing to talk to Harry. If so, then Harry would come to Washington to confer directly with the
Admiral.

The Normandie was sabotaged in New York harbor on the morning that I met with Land
and when he was told about that, the Admiral actually cried. He then heard me out about the
proposed Longshore Board and he agreed to meet with Bridges. I summoned Harry to Washington
and we both met with Admiral Land and some of his staff members - one of them was Hubert
Wyckoff, who after the war was an Arbitrator working out of his hometown, Watsonville, and who
became a very close friend of mine.

While Harry and I were in Washington, Katherine Meyer invited us to dinner at her
parents’ house. In addition to her parents, Kay’s finance, Phil Graham, was at the dinner. A waiter
stood behind each person’s chair. Harry looked at the array of forks, knives and spoons at our
place settings and whispered, “When and which one do we use?” I whispered back that we should
wait and follow what others at the table did.

Following our trip to Washington, Admiral Land issued an order that set up the Pacific
Coast Maritime Industry Board. This Board had the authority to move men and equipment from
port to port as needed for the war effort. Paul Eliel, a Professor of Labor Relations at Stanford
University who had worked for the employers’ Industrial Association in 1934 became Director of
the Board. I think he was an excellent choice for the position, though Harry tried to have him
replaced. He was impartial and faithfully carried out the duties of that Board throughout the war
period.

With the entrance of the United States into World War II, my last service for the
Longshoremen Union was establishing the Pacific Coast Maritime Industry Board.

APAUSE - LOOKING BACKWARDS

It was now 1942. I had worked as a labor advocate or assistant business agent for 10 years in the San Francisco Bay Area on many labor-management cases. I had worked almost constantly, seven days and seven nights. I enjoyed very much what I was doing. I made great friends, both on the Union and Employer side. And now at this point in time, 1942, the United States had entered World War II. I had finished my last assignment for the Longshoremen in Washington DC, dealing with Admiral Land; Unions had announced a “no strike policy”; the government created the War Labor Board, both nationally and regionally, that effectively took over the process of collective bargaining as I had experienced it from 1933 - 1942. The Government was interested primarily in controlling wage increases or other labor costs that could cause inflation.

I was asked to join, as a labor member, the War Labor Board in San Francisco. I declined because it was clear to me that collective bargaining, as I had known it since 1933, was no longer in existence. At that same time I was also asked by the San Francisco Labor Counsel and the San Francisco Employers Association, to join with Jim Blaisdell to take over the direction and management of the War Manpower Commission’s Northern California Office.

At this point in time, 1942, before I made that decision final, I wanted to pause and I did pause to reflect upon my own personal history up to 1942.

ORIGINAL FAMILY

And so, I went back in time to January 24, 1909 when I was born in San Francisco. I was extremely lucky to having to have been born into a family consisting of my Mother, Zelda, and my Father, Hyman. Both of my parents were Russian immigrants. They knew each other from Russia, my Father came to San Francisco, my Mother followed, and they got married in San Francisco.

Both my parents worked hard and so early on, as I grew older, the condition of work became for me an accepted normal condition of living.
In addition to my Mother and Father, our family was joined by my Mother's Father, my
Grandfather, Joseph Oshiawich, an orthodox Jewish rabbi. My Grandfather observed all of the
rituals of the orthodox Jewish faith. While both my Mother and Father, were not particularly
religious, they respected my Grandfather and accommodated their behavior to match his needs.

My Grandfather, in turn, responded with a wonderful attitude of tolerance, a characteristic
I'm certain I learned from him. After I was bar mitzvahed at 13, on High Holidays, I would go to his
Synagogue, kiss him and then leave. My Grandfather never raised any question about my behavior.
And it was when I was approximately 20 or 21, he bought me a book by the famous Jewish
philosopher, Maimonidies, called “A Guide For the Perplexed.” He also bought for me at that
time, in English, a seven volume set of the Torah.

My family in early 1900 had a grocery store at Third and Harrison Streets in Oakland
across the street from the Harrison Street School which was the first one I attended. Before noon I
would go across the street and find out from the teachers if they wanted any products from the
grocery store and I would get it for them. That school only went to the sixth grade and when I
graduated the teachers gave me a book called “Two Little Savages” by Thompson, a book which I
still own.

From the Harrison Street School I went to the Lincoln School which was about 10 blocks
away. I have no great recollection about my stay at the Lincoln School except the fact that a
classmate of mine, a beautiful Chinese girl by the name of Jenny Gee, sat in front of me in our math
class, and instead of my learning algebra, she taught me how to count in Chinese. And after all of
those years and to this day I can still count to 10 in Chinese, Yet, E, Som, Se, Om, Look, Chet, Bow,
Gow, Sop.

HIGH SCHOOL

After Lincoln I went to the old Oakland High School which was on Jefferson Street, still
wearing short pants even though my chum, Larry Kohler, was given the opportunity of wearing
I thoroughly enjoined my schooling at the old Oakland High School. I participated in many sports and events. I was never big enough to play varsity and so I was always on weight teams which included basketball, baseball and rowing.

I helped establish a number of clubs. One was called the “The Latin Club.” Another was “La Littera,” a fancy name for a club that was supposed to get students interested in reading good books, a practice, incidentally, which I had already been doing. I joined the Drama Society and appeared in some of their productions. I was a member of the Debating Team which won the Interscholastic Title by defeating both Technical High School Team and the Piedmont High School Team.

I had wonderful teachers in High School. One such was Mrs. Schneider who appointed me as the Sports Editor of the Oakland High “Aegis,” the high school paper. I later learned that Jack London who had been a student at Oakland High School had contributed stories to the Aegis.

My experience with Miss Spangler, the art Teacher, nearly kept me from attending the University of California. I took her art history course in my last semester in high school. I needed only two more units to graduate, and, in order to get into the University, I had to receive at least a “B” grade. I took her course because it was scheduled at a time which permitted me to carry on my enterprise off the high school campus. The enterprise was selling neckwear. My employer was my first cousin, Ben Faverman, who was a wholesaler of men’s neckwear and scarves. I worked for him on a commission basis, and he loaned me an automobile two days a week to make the stops on my route from Oakland to Carmel.

Getting back to Miss Spangler; we reached a point in her course where we were studying the life and work of Leonardo da Vinci. At that time, I had been reading a book by Upton Sinclair called *Mammonart* in which his thesis was that a great deal of the art of the Renaissance was tainted by the money of the benefactors who paid for the support of the artists. On the subject of Leonardo
da Vinci, Sinclair quoted Vasari that de Vinci had died from a "fever brought about by excess."

Vasari was a contemporary of da Vinci and wrote about the artists living at the time.

One day when Miss Spangler was telling us about how great da Vinci was and what his life was about, I very innocently spoke up and said, "And, yes, Leonardo da Vinci died because of a fever brought about by excess." Miss Spangler glared at me, "What did you say?" I repeated what I had said and she ordered me to leave the room. I looked at her with amazement and she repeated, "Leave this room and don't come back. You will not be permitted to finish this course." I followed her direction, but I was surprised, chagrined, and frightened. I needed the two units of "Bs" from her course to graduate and enter the university.

I went to my friend, Miss Culver, the Latin teacher, and I told her what happened. She told me, "You should never, never have said that." I explained that Upton Sinclair didn't make that up, he was quoting Vasari. She said, "That's not the point,' and added that Miss Spangler had just come back from a trip to Italy, that she was completely in love with da Vinci, and under no circumstances was she going to permit someone to make a derogatory remark about him. I said, "What shall I do?" Miss Culver said, "Well, I'll talk to Mr. Stafford." (Mr. Stafford was my tall, dignified math teacher.) Miss Culver and Mr. Stafford talked between themselves, then waited upon Miss Spangler and explained to her what the consequence of her action was insofar as I was concerned. Miss Spangler finally ruled, "I will not permit him to come back into my class, but I will give him two units of credit and a 'B.'" And so, I never did complete the art history course at Oakland High School but I was able to graduate and go to the University.

Just before graduation, I was called into the office of Principal Keyes who told me that I had been selected as a valedictorian of the class. He asked me to think of a subject about which I would like to speak at the graduation. I left the office, gave the matter some thought, went back after a day or two and told him that I wanted to speak on the need for sex education in high school. This was in 1926; I didn't realize the shock that I would create by suggesting that topic for a valedictory speech. Keyes said, "Well, I'll talk to Mr. Sutton [the vice principal] about it." A day or so later, Keyes and
Sutton called me in and said, “We don't think that you should talk on that subject. We want you to select a different topic.” I recall saying, “Well, if that's the case, I don't want to be valedictorian.”

One of them said, “Well, you just think about it and we’ll talk to you later.”

About a week later, I was called into Principal Keyes' office and there was my mother. Principal Keyes had spoken to her about my refusal to make a valedictory speech and in her presence wanted to ask me again to speak. I had a very difficult decision to make. By the time of my senior year, I had developed an independent bent of mind and I wanted very much to either talk on what I wanted to talk about or not accept the position of valedictorian. However, I looked at my mother and there she was, a person who had come from across the sea, had been working this entire time to help put me through school, who was proud of my achievements in both grammar school and high school, and although she didn't say anything to me, I could see in her eyes that it would be a terrible hurt, not only a disappointment but a hurt, if I didn't accept the “honor” of being a valedictorian. So, under that kind of pressure, I folded and said, “Okay, I will talk on another subject.” I chose to speak about law. The title of my speech in the program read, “Law and its Influence in Civilizing the World.” It was almost an exact copy of an article dealing with the history and development of law beginning with Maimonides, all cribbed from the Encyclopedia Britannica.

Looking back I have tried to recollect why I wanted to talk on the need for sex education. I was not myself sexually active. I had no girlfriend. My physical needs were met by my very active role in athletics. I had read a number of books which led me to believe in the need for sex education in schools. My own sex education was not given to me at home. I learned about sex from the “street” and I assumed that was the same source of information for my contemporaries.

PRESENT FAMILY

I married Sophia Hornstein on January 10, 1933 and we separated on March 16, 1971. She died June 8, 2002. During the marriage John, Peter and Katharine were born.
In 1971, when separated, I met Jeanne Ames, a widow, and we have had a close relationship ever since. On June 12, 2002, we decided to formalize our relationship so we eloped to Sam’s our favorite San Francisco restaurant. We were married by the Honorable Isabella Horton Grant a retired San Francisco Superior Court Judge. Our witnesses were Gary, the owner of Sam’s, and Frank, a waiter who has served me for thirty years.

Jeanne’s children are Katherine, Meli and Walter Cook.

U.C. 1926

I entered the University of California at Berkeley in 1926 during the depth of the Big Depression. My stay at U.C. for four years consisted mainly in me working, reading and playing basketball.

There was one undergraduate course that I have never forgotten. It was a course called “The Idea of Progress” taught by Professor Frederick Teggar. We studied the history of the “idea of progress” in Western thought. At the end of the semester, a student in our class asked the Professor, “What is your definition of ‘progress’?” He replied, “Progress is a slow, gradual movement in a desirable direction.” The student then asked, “What is that direction?” Professor Teggar remained silent, staring into the middle distance. Eventually he said, “Ah! That is the question.”

GRADUATE WORK: TIM REARDON

I graduated in 1929 and entered the Economic Department Graduate School. After I was in Graduate School for a year, I took a year off to work at the California Industrial Relations Department, headed by T. A. Reardon who also served on the State Highway Commission. Reardon spent Mondays through Thursdays in Sacramento doing highway commission work; on Fridays, I worked with him in San Francisco. My job, insofar as he was concerned, involved responding to letters of inquiry or complaint. I was inclined to provide detailed explanations in my responses to letters of inquiry. Mr. Reardon would always say to me, “Now, Sam, the letters
should be short.” That was good advice and training.

Mr. Reardon also illustrated to me the method of a politician which I have not adopted. For example, I would draft a letter for him giving a straightforward “yes” or “no” to a request. Mr. Reardon would always caution me before he would sign such letters, and I would have to change them accordingly, never to say “yes” or “no” but always to say “maybe.” He was primarily a politician. In fact, he offered to sponsor me in politics -- an invitation that I declined.

The State of California had just passed a “prevailing wage” law on public works. We were in the depth of the Great Depression and contractors were cutting wages to the point where it was impossible for any person to live on that wage. The state Legislature decided that at least the wage rates to be paid on public works should be the “prevailing wage” paid in that area. Part of my enforcement job involved examining records and books kept by contractors to be certain they were paying the prevailing wage for that area. I found a great many violations. One of them involved a couple of Brothers who were doing a construction job in Sacramento and, as I recall, my findings showed that they owed back pay somewhere in the neighborhood of two thousand dollars and a fine of about two thousand dollars. This was a lot of money in those days. In any case, the Brothers came to see me and said they were not going to pay either the back pay or the fine; that they were close friends of Tim Reardon. I told them the only thing I could suggest was for them to see Mr. Reardon. So on a Friday, when Mr. Reardon was in San Francisco, these Brothers came into the office and saw Mr. Readon voicing their complaint. While they were in his office, Mr. Reardon called me in and asked, “Now, you examined their records on the job?” I said, “Yes, sir.” He held up my report, “Is this what you found?” I told him yes, the Brothers owed a certain amount of back pay and were subject to a fine. He turned to the brothers and said, “Now, neither one of you leaves this office until you leave two checks with Sam, one for back pay and one for the fine.” Reardon was an honest politician.
WAR MANPOWER COMMISSION - WORLD WAR II

In 1942 I went to work for the Northern California War Manpower Commission. The purpose of the War Manpower Commission (WMC) was to recruit and to allocate labor in accordance with priorities related to the war effort. California was divided into a southern region, concerned primarily with aircraft manufacturing, and a northern region that handled shipbuilding, ship repair, agriculture, canning and other war industries. The Executive Order that created the Commission also brought all state employment agencies under federal control, so the War Manpower Commission for Northern California had the responsibility for operating all state employment offices from San Luis Obispo up to the Oregon line. Our staff worked with a Committee of Labor and Management representatives from throughout northern California which met weekly in San Francisco. As the Area Director for Northern California I conferred with all of the other war agencies to determine how labor could be recruited and allocated on a priority basis to war industries.

My appointment as Northern California Director was contested by “unknown” persons because of my relationship with Bridges during the 1934 Strike.

The Northern California War Manpower office was in San Francisco on the corner of Kearny and Sutter streets. For efficiency’s sake, I asked to have an authorized representative from each of the war agencies stationed in my office. Representatives of the Army, Navy, Air Force, Petroleum Administration, Maritime Commission, and smaller war agencies took up residence on the same floor as my office. That arrangement permitted us to meet every day to review the demands for labor from each agency and to prioritize the allocation of the labor that was available. It also provided for a unified approach to the recruitment of labor and to the reduction of labor turnover.

Because of the competition among employers for labor, a great many persons were moving from one job to another. We found that some employers were receiving referrals of labor from
union hiring halls in violation of Manpower Commission rules.

In an effort to reduce the crippling rate of turnover and stabilize the labor force, our Labor Management Committee set up Plant Committees to review all requests of Employees seeking to move from their plant to another plant. Those Plant Committees were instructed to deny such requests unless there was an overwhelmingly important personal reason for a worker to move from Plant A to Plant B. Our theory was that the co-workers of someone asking to move to another plant would have to be satisfied that there was sufficient reason for that person to do so. These Plant Committees worked very well and the overall turnover rate was substantially reduced.

The Machinists Union, however, did not go along with this program. Machinists were in very short supply and their Union permitted them to move from job to job in search of the highest wages. With the approval of our Labor Management Committee, the Manpower Commission notified Employers who had agreed to hire machinists only through the Union hiring hall that they were no longer required to do so; instead, they were to obtain replacements from the state employment offices under wartime control of the federal government. This decree was a major test of our program to control the movement of essential labor. Very shortly after the Labor Management Committee moved against the Machinists' hiring hall, the Officers of that Union met with me and representatives of the Labor Management Committee. They agreed not to dispatch a Machinist without a clearance from the Plant Committee of the company where the machinist had previously worked.

We had a slogan: “Stay on the Job and Finish the Job.” Wartime agencies donated a substantial amount of money for a campaign promoting that slogan in an effort to reduce turnover. This money financed billboards and literature distributed to employees in production plants. In addition, Army units staged lunch-time demonstrations at plants to encourage workers to stay on the job. A special Army unit put on three-hour shows in the evening at stadiums in Berkeley, San Francisco and Vallejo. Thousands of people attended those productions designed around our motto “Stay on the Job and Finish the Job.”
John O'Connell (about 70 years old) Secretary of the San Francisco Labor Council and a member of the War Manpower Labor Management Committee, really lived the spirit of that exhortation. At a Labor Management Committee meeting, O'Connell announced that he would miss our next several meetings because he was getting married. At the first meeting that he missed, the Labor Management Committee instructed me to try to find out where he was honeymooning and to send greetings, reminding him to “Stay on the Job and Finish the Job.” I managed to track him down and deliver the message. When O'Connell next appeared at a meeting of the Labor Management Committee, he looked around at all of us with a sly grin and, slowly lowering himself into his seat, said, “Gentlemen, the day of miracles is not over.”

Senator Harry Truman headed a Committee that sought to cut waste and encourage the efficient deployment of labor in war industries throughout the United States. Members of the Truman Committee visited the naval repair yards at Hunters Point in San Francisco. Japanese Kamikaze attacks were disabling naval vessels which returned to San Francisco for repairs at Hunters Point. Repairs normally required highly skilled, scarce craftsmen such as machinists and electricians. The Truman Committee members publicly complained in San Francisco that they saw Employees at Hunters Point “sitting around” while repairs were supposed to be going on. What the Committee either did not know or preferred not to know was that it was necessary to keep various craftsmen available at all times, but that workers with different skills often had to work in sequence rather than simultaneously to complete a repair. Thus, skilled workers occasionally had to wait while others worked on a repair job. I believed the Committee’s attack to be unfair; and though I rarely made any newspaper statements, I did issue one in this instance pointing out that it was more efficient and necessary to keep some skilled workers standing by while a complex repair job was taking place so that they could be available as needed. Secretary of the Navy Forestall heard of my statement. Shortly thereafter, I received a letter from him thanking me for my efforts in working with the Navy and inviting me to visit him if I were ever in Washington. I never did visit the Secretary.
One day, two Army officers came to my office. One was a general and the other a colonel. They handed me a list which stated that I had to provide X number of machinists, electricians, pipe fitters, etc., for an unnamed project. I told them that there would be a problem in doing so, at which point they showed me some “orders” from the President which stated clearly that their requisition was to be filled without question. Under those circumstances, I took such steps as I could to satisfy their request. The Officers did not tell me where these persons were to work. They asked that the workers report to an employment office in San Francisco where transportation to the job site would be provided. Their destination, I later learned, was a huge operation in Washington state, the Manhattan Project, where we were producing heavy water for the atomic bomb.

I had to respond to many emergency requests for labor. One was an order from Washington, D.C., that we in Northern California provide fifteen or twenty “hard rock miners” for a chrome mine on the California/Oregon border. Chrome was needed for the manufacture of steel and munitions. We had no known “hard rock miners” on our rosters. Still, we had to take steps to fill the order with at least warm bodies.

To do this, I went to Sacramento and, with the aid of the local Manager from the employment office, rented a bus. We drove it down to Sacramento’s skid row and loaded it up with fifteen or twenty persons, explaining to them that they were going to be working in a war industry project. We had no idea if any of them were hard rock miners or what their skills might be, but we believed that they were the best we could provide for that particular order. When the bus was loaded, we told the driver to proceed to the mine without any stops.

We were confronted constantly with directives from the Washington office of the War Manpower Commission, most of which we did not follow. We believed that Washington directives covering the entire United States did not address our immediate problems in Northern California. Staff members in Washington complained a lot. So our Labor Management Committee sent Bill Storie (an Employer representative) and me to Washington to talk with the Washington staff and Paul McNutt, the National Manpower Commissioner.
When Storie and I were in Washington, we were told that we were doing a tremendously fine job in Northern California. With reference to our refusal to observe a number of the Washington directives, we were turned over to the Chief Counsel for the Commission. Charles Hays, was a retired judge and an old-time lawyer who had represented the Brotherhood of Railway Unions for years. We explained to him that these Washington directives were of no help to us out in the provinces and if there was any complaint about the results of our work, we would like to hear them. Hays said, “Look, Sam, when you get to San Francisco, I'm going to write you a letter. When you get that letter, write me a letter, and then I'll write you a letter, and we'll keep exchanging letters until the war is at an end which will have to happen some time.” He was a great guy and that's precisely what happened. We had an exchange of correspondence with long intervals between letters. At the Northern California War Manpower Commission, we continued to operate as we had been doing.

Because I had to oversee all of the State Employment Offices from San Luis Obispo to Oregon, it became my practice to visit these offices. My purpose was to coordinate an area-wide campaign to recruit labor and reduce turnover. I was very impressed by the persons working in these State Employment offices. They were all experienced in recruiting and placing labor. Many of them could have obtained jobs with war industries at much higher pay than they were receiving from the state, but very few of them took that opportunity.

My work with the War Manpower Commission was my first experience as a Federal Employee. I noticed that when the Commission reached the end of a fiscal year, I would receive telephone calls from the regional office urging me to order additional equipment whether I needed it or not. I never did order superfluous equipment, but I did inquire into the reasons I was receiving these calls. It seems the Commission tried to use up all of the money which it had been granted in the federal budget so that when it sought money for the next year it would not be penalized for having a surplus.

As a citizen, I felt this exercise made no sense. I was told that there was nothing much I
could do about it. After I left the War Manpower Commission, I wrote an article suggesting that federal departments should be rewarded rather than punished for not spending all of the money allowed them. That way, federal departments would stop padding their budgets and buying equipment needlessly. I sent that piece to Harper's Magazine. It was rejected.

From my experience at the War Manpower Commission, I wrote another piece in which I urged that we have peacetime training for government bureaucrats. In every national emergency, whether it be war or depression, the need for civil servants suddenly jumps and there are not enough trained people to meet the demand. Just as the National Guard trains people for military emergencies, a national civil service agency could teach the basic operations of government to reserve bureaucrats who would be called upon when the need arose. This piece was also rejected by Harper's Magazine. After that, I decided I should stop writing "pieces" derived from my experience with the War Manpower Commission.

COMMUNIST CHARGES

As I previously noted, at the time of my appointment to the War Manpower Commission, unidentified persons protested my appointment on a claim that because of my work with Bridges in 1934 I had communist connections.

The Northern California War Manpower Commission's Labor Management Committee wrote to the Civil Service Commission voicing opposition to the charge against me and supporting my assignment as Area Director.

The first step in the Civil Service Commission investigation was an interview with me held on January 20, 1944. The investigator was Manley Johnson, and this hearing was held under oath. After some preliminaries, Manley read:

The Commission has received numerous reports that you are or have been a member of the Communist Party; that your affiliation with the Party includes membership in the professional section, and that allegedly you have acted for the Communist party with respect to the Communist program for the trade union movement. Do you wish to make any comments?
I responded that this was an absolutely incorrect statement and I would be happy to confront anyone who allegedly had direct or indirect evidence that I was in any way connected with Communists. I stated that I was not and never had been a member of the Communist Party or of the professional section of it, and that I had not carried out the so-called “Party” line in trade unions.

I was asked about my relationship with Harry Bridges. I said, “My association with Bridges has been primarily in a professional capacity, in the same manner that I had an association with labor leaders who were labeled as reactionaries and conservatives.”

After that hearing, the Commission asked me to respond under oath to a series of interrogatories, which I did on August 15, 1944. The interrogatories suggested that I helped organize “Communist units” on the San Francisco Bay waterfront in 1931 and 1932; that I attended meetings in 1934 at addresses described as being Communist centers; that I was a member of the professional section of the Communist Party in 1936 and 1937; that I attended “top fraction meetings of the Communist Party in San Francisco” in 1938; that I “commended the Young Communists for their progressive spirit and intelligent application and effort”; that I acted as “personal adviser and confidant of Mr. Harry Bridges.” On that last point, I gave them a single-spaced typewritten six-and-a-half page description of my professional relationship with Harry Bridges. As for the rest of the charges, I denied them point blank because they were untrue.

Finally, in October 1944, I was appointed Director of the Northern California War Manpower Commission. Thus, from 1942 to 1944 I acted as Area Director but received Assistant Area Director's pay. It took the Civil Service Commission two years to decide that I was not a Communist.

LAW SCHOOL

As the War was winding down, I had to make a decision about what kind of work I would do after leaving the War Manpower Commission. Many representatives of labor expected me to get back into the field of advocacy on their behalf.
I had always wanted to go to law school. Law school had seemed a risky proposition when I graduated from UC in 1929, but as the War drew to a close, I began to think again about earning a law degree. I was 36 years old. Our family consisted of John who was five years old and Peter who was three.

The problem of finances, of course, had to be considered. During the War, we had moved into my mother's house and paid only nominal rent. When the War ended, the Ladies Garment Workers Union and its Employers offered me the position of Impartial Arbitrator at a retainer of $300 a month. When I left the War Manpower Commission, I had a refund of withholdings that amounted to $1800 or $1900. Additionally, when word got out that I was going to be the Arbitrator in the garment industry, I received requests from various union-employer groups to arbitrate their disputes. I concluded that I could financially handle at least the first year at law school. I also had to consider how I was going to arbitrate cases while going to Boalt Hall. At that time, students attending Boalt Hall were not supposed to have outside employment. Those students who needed a job while going to law school were expected to attend Hastings Law School.

Though I faced unusual circumstances and the difficulties of returning to school after a long absence, I determined I should try at least one year at Boalt. I contacted Dean Dickinson and explained my problem to him. I asked for permission to take twelve instead of fifteen units during the regular semesters and to make up the difference during summer session and intersession. The Dean granted my request.

I registered at Boalt in 1945, bought all the necessary books, and on my first day sat in the contracts class. That class was taught by Professor Barbara Armstrong. Professor Armstrong had been the only female Professor besides Professor Piexotto in the UC Berkeley School of Economics when I was there as an undergraduate and teaching fellow. I think she was the first Woman Law Professor in the country. After the first hour of class, Professor Armstrong came up to me and said, “What the hell are you doing here?” I remember replying, “I just asked myself the same question.”
My class at Boalt Hall consisted mainly of returning war veterans or people like me who
had been engaged in government war work. The class started out with about one hundred and
twenty members, including one black man and no more than six or seven women. About sixty-six
of us graduated.

My first year in law school was extremely hectic. I was arbitrating; I had to get back into
habit of studying; I was surrounded by two growing boys. I knew that I would have to do very well
my first year in order to rack up grade points to carry me through my second and third years.
Accordingly, I studied very hard. Almost every night I would be up until midnight. And I worked
on school assignments during the weekends.

Most of my classmates had been out in the world, in the armed services or government, and
were generally five or six years older than students who had come to Boalt directly from
undergraduate work. I was the oldest in my class.

Every Friday night, our class had a party. Since some of my classmates were returning
servicemen, we were able to use the facilities of Army and Navy clubs around the Bay Area. Our
parties, for the most part, turned out to be uproarious drinking occasions. We invited the faculty.
They came to the first couple of parties then, for the most part thereafter, stayed away from our
social activities.

One memorable incident that took place during our first year involved Professor Alexander
Marsden Kidd, known affectionately as Captain Kidd. Captain Kidd was a very fine man. He was
extremely helpful to any student who had personal problems or difficulties. His primary field was
criminal law. Captain Kidd was one of the founders of the American Civil Liberties Union.

Captain Kidd's Socratic habit was to start a class by posing a problem then ask a student for
a response. One day he started the criminal law class by saying, "Now, there was a man at midnight
walking up Euclid Avenue, carrying a suitcase and wearing a long black benny, that is, an overcoat.
What about it?" He called upon one of our classmates, a native of the Deep South, who responded,
"I would arrest him." Captain Kidd looked up and said, "You'd do what?" The student repeated, "I would arrest him." "What for?" the Captain asked. The student responded, "Vagrancy." At that, the Captain glared at the entire class. He asked each of us what our response would be. Now, our Class had become a very closely knit one; foolishly, we all gave the same answer, namely, "I would have the person arrested for vagrancy." After each of us had parroted this response, the Captain closed his book, put away his notes, stood up, announced, "No one in this class is going to graduate from Boalt Hall," and stomped out of the classroom.

The class normally met from eleven a.m. to noon on Mondays, Wednesdays and Fridays. When the time for our next session rolled around, we all went to class but there was no Captain Kidd. This happened a second time. We all became very worried since this was a three-unit class and it was a required course. The question was, "How do we get the Captain back into class?"

We conferred and decided that a small committee would ask the assistance of Professor Armstrong, since we knew she was a very close friend of Captain Kidd. I was one of the members of that committee. When we told Professor Armstrong what had happened, she threw up her hands in horror and cried, "My God, how could you give that kind of an answer? The Captain is one of the founders of the ACLU and he is opposed to arresting anyone on the grounds of vagrancy. Your class had no grounds for that response to the Captain's question." We conceded our rashness and managed to persuade Professor Armstrong to approach Captain Kidd on our behalf.

Finally, after missing three sessions, Professor Kidd resumed our class on criminal law. My classmates and I had learned a lesson about what did or did not constitute vagrancy.

We had other professors that I believed to be excellent teachers. There was Professor Balentine, who taught torts and corporate law, and Professor McBain, an old-time railroad lawyer who taught evidence. When I took the bar examination, we had three questions dealing with evidence and I could hear McBain speaking; I almost cried when there were no additional questions on evidence. Professor Traynor, who later became probably the best State Supreme Court Justice in the country when he served on the California bench, taught taxation. Professor Armstrong taught
not only contracts but also a course in labor law in which I eagerly enrolled.

Professor Max Radin was a gourmet, not only on food but also on the law. He wrote on every conceivable subject related to the law. His classroom teaching, however, was somewhat questionable. In one of my classes with him, a classmate, Martin Borden, who was extremely brilliant, pointed out to Radin that what he had just said concerning a point of law had been overruled by the U.S. Supreme Court. Radin looked at his notes, which he had obviously been using for years, and asked Borden to give him the citation. Borden did so. For a moment Radin thought, and then looking at us said, “Pay no attention to it. It's completely wrong.”

While I was in law school, I earned some additional money teaching a six-week course on collective bargaining at the university's learning extension program. This was a night course -- Professor Armstrong took it. I was attending classes year-round and my arbitration practice was increasing. I was left with very little time for anything outside of my work.

I did end up my first year with good grades and an excess of grade points. The second year at Boalt was a much harder program, but I succeeded in passing all of the courses. In some of them I received excellent grades and in others I earned what we used to call “gentlemen's grades” (namely, C's). The third year was a little bit easier. The theory was that if you passed the first two years at Boalt, the third year was a “breeze.” That turned out to be pretty much true. During the third year final examinations, my daughter Katharine decided to be born. It was during the morning that I was to take the final examination in evidence from Professor McBain. I was at the hospital throughout the night, right up until she was born early in the morning, then I took my final examination. I received a C in that evidence course, even though in the prior evidence course I had received an A.

In later years, when I was on the faculty, Professor McBain asked me about my poor showing in the third year evidence course. I told him that I had been up most of the night before, awaiting Kathy's delivery. He said, “Why didn't you tell me that?”
“Well, I didn't think your course had anything to do with delivering babies.”

I had worked hard through the three years at Boalt, in my studies and in my outside arbitration and teaching. I truly enjoyed law school, and I graduated in 1948 with an L.L.B. degree.

A note about the L.L.B. degree: some years after I graduated, for reasons unknown to me, the State Bar made an offer to those of us who received L.L.B.'s to convert our scholarly initials to J.D. for a fee of $10. In one of the legal newspapers, I saw a letter from some judge in Northern California who wrote in reference to this offer that he believed he could find a better use for his $10, namely, buying a bottle of Jack Daniels.

In any case, after graduating, the next step was to pass the bar examination. In those years, a review course to aid one in passing the bar was given by Bernard Witkin. Witkin was then preparing for publication of the Summary of California Law which established his reputation as the outstanding authority on California law in all its fields. In any case, students would attend sessions with Witkin, and he presumably would give us suggestions on how to pass the bar. I found his contribution of no value. Additionally, during the Witkin course, one of my boys contracted mumps, and our family doctor insisted that I stay home to see if my contact with the disease was going to affect my testes. I missed four or five sessions of Witkin's class, but my classmates, Hal King and Jack Price, would come to our house and speak to me through the first floor window about what had been covered in each class.

The bar examination was held in San Francisco. King, Price and I made an arrangement that each noon we would meet at the bar at the old Stewart Hotel across the street from where we were taking the exam. The test was all essays. On the first morning, there were four questions; on the remaining two days, there was a choice of four out of five questions at each morning and afternoon session.

The first morning one of the four questions dealt with “future interests.” I had not taken a course in future interests. I did not have the slightest idea of how to answer the question.
Nevertheless, knowing that it had something to do with the “rule against perpetuities,” I proceeded to give a history of the development of that rule. At the end of that session, I met with King and Price at the bar, looked at them and lamented, “Well, there’s three years pissed away.”

Of course, I continued to take the examination. The remainder of the first day, all of the second day, and the third day. I knew I did very well on questions that dealt with subjects in which I had the best instruction, such as evidence, torts and property. I ducked entirely all of the criminal law questions, even though I was a great admirer of Captain Kidd.

After the test came the period of waiting for results.

Both King and Price called me the morning results were mailed out, saying they had passed. I was at our house. The mailman was late in arriving. When he did, he handed me an envelope and I can still remember the fear I had in opening it. I finally forced myself to do so and out dropped a large number of papers which I knew was the indication that I had passed the bar. I immediately called King and Price and told them to come down to the house. We were very soon celebrating by doing a lot of drinking. About that time, John and Peter returned from school; Peter looked at this crowd joyously drinking to our success and asked, “Was it a boy?”

LAW OFFICE

Shortly after I passed the bar, the Longshoremen and their Employers in 1948 selected me as their permanent Coastwide Arbitrator. I then opened a law office in the Balboa Building on the corner of Second and Market streets in San Francisco. That building no longer exists. My secretary sat in a small outer room and I had a large office at one end of which was my desk and at the other end a conference table used for arbitration hearings.

I planned to take some legal as well as arbitration cases. My first “law” case was, in fact, a mediation. Congressman Frank Havener had brought a suit against the San Francisco Examiner because of an editorial condemning the Congressman and almost labeling him a Communist. Havener was a New Deal Democrat. The Examiner, at that time the number one newspaper in the
Bay Area, was on a “red-baiting” trip, and its Managing Editor was vicious in his pursuit of “reds.” Havener sued the *Examiner* for libel. The paper was very anxious to settle this dispute, but negotiations between the *Examiner’s* attorney, Garret MacInerney, and Havener’s attorney were going nowhere.

Charles Mayer was the *Examiner’s* Business Manager. I had dealt with him for many years in labor negotiations when I was representing the printing trades. So, within a week of opening my law office, I received a call from Mayer asking me if I would attempt to mediate a settlement of the suit brought by Havener. That was my first case as a lawyer and I successfully brought the parties to an Agreement.

The Agreement provided that the *Examiner* would run on the front page of its Sunday edition a letter from publisher Clarence Lindner apologizing to Havener and recanting the newspaper’s charges. Havener was to draft the letter. He was also to receive $15,000 to reproduce the *Examiner* letter in other newspaper around the Bay. The *Examiner* paid my bill of $5,000 for mediating that settlement; the sum covered my expense of opening and furnishing my office. Thereafter, my law practice consisted mainly of writing wills and handling divorce and annulment cases.

In those years, a “marriage” could be annulled if evidence established that the marriage had not been consummated. In one case I had, a Brooklyn sailor who got married in San Francisco and later sought an annulment. My client, this Brooklyn sailor, had difficulty understanding the English language. I rehearsed the case with him and believed he understood that when I asked him whether or not the marriage was consummated, he should reply no. But, when we appeared before the Judge, the sailor froze when I put that question to him. The Judge leaned over his desk and said to me, “Mr. Kagel, you know your client didn’t graduate from the University of California. He doesn’t know what you mean by consummate -- use some other word.” Taken aback, I responded, “What other word, Your Honor?” He said, “Well, did he sleep with her?” That my client understood, and said, “No.” The annulment was granted.
The “free-wheeling” techniques of the Judges on the San Francisco Superior Court bench in those years were notorious. In another annulment case, both my client and the Judge hearing the plea were women. The procedure at that time was for annulment actions to be heard by Judges before the regular case schedule for the day. In one case that I had the courtroom was quite packed for the Judge’s other hearings. As soon as I put my client on the stand, and before I could even ask her whether or not the marriage had been consummated, the Judge inquired, “Do you attend church?” My client, after a confused silence, finally responded, “I used to attend church.” The Judge told her, “Well, if you promise me that from now on you will attend church, then I will grant the annulment.” My client readily agreed and so the annulment was granted. I told the lawyers hanging around outside the courtroom that there was now a new basis upon which to obtain an annulment before this Judge, namely, to get your client to say that she or he will go to church.

One other case comes to mind. This involved an elderly gentleman who became very ill from eating a piece of cake from a very famous bakery in town. He was diagnosed with salmonella poisoning. I worked hard on this case, lined up experts on salmonella and witnesses to the purchase and his eating of the cake. The trial was set. The morning of the trial, this gentleman's daughter announced that she would not testify about buying and handling the cake and seeing her father eat a piece of it. I was, of course, dismayed. Her reason for taking this position was that she did not believe in lawsuits. It was the first I had heard of her attitude after several weeks of work on the case. Her stance forced me to seek an immediate settlement from the defense lawyers since I knew I could not go to trial. The settlement was very small.

In one of my divorce cases, the wife had something like thirty cats and was demanding support money to feed those cats. I was representing the husband and fortunately we were before a Judge who was not very fond of cats.

I had a client who had been arrested for signing a check when he did not have money in the bank. He was a veteran of the Korean war. It turned out that he had opened a bar, needed immediate money, and borrowed from a lender who was charging outrageous interest. Appearing before
Superior Court Judge Wollenberg, my only defense was insisting that my client should never have been arrested but that the moneylender who was charging a usurious fee should be behind bars. The Judge ruled that it was clear my client had no intent to violate the law and dismissed the case.

While I was practicing law, my arbitration caseload was increasing rapidly. I found that I was spending more time arbitrating cases than “practicing” law. Finally I could only accept legal cases limited to office practice since I could not commit to court hearings in view of my schedule of arbitration cases. Accordingly, my so-called law practice petered out.

**LAW TEACHER**

After I had been practicing law for about two years, Professor Barbara Armstrong asked me to teach a course on labor law at Boalt Hall. She wanted to focus on her primary interest, social legislation, so she asked me to take over her labor law course which I did. For the first couple of years, I taught the course in the evening.

After that stint, I was invited to come on the faculty as a professor and teach the labor law course during the day. I arranged to teach a three-hour course on Monday mornings and to take only third-year law students in my classes. For the first fifteen-week semester, I taught labor law; for the second semester, I created a course in negotiation, mediation and arbitration in all fields of law, not limited to labor situations. I taught those two courses until 1965 when I stopped teaching at Boalt.

I liked teaching very much. I had large classes and enjoyed my relationship with the faculty, some of whom had been my professors when I was attending Boalt. At that time, the law school was small -- there were probably not more than four hundred students.

I created my own teaching materials for both my labor law course and my course on negotiation, mediation and arbitration (now commonly called “alternative dispute resolution”). In the latter course, I presented written materials for the first half of the semester; in the second half, I would have demonstrations. I arranged to have practicing attorneys meet with student teams to
conduct negotiations over situations I described to the class. The student team would explain to the
class what it hoped to get out of negotiation, then it would leave the room and the attorney would
come in to discuss his or her planned approach. The negotiation would then proceed in front of the
class as if the parties were in the attorney's office.

By 1965 my arbitration calendar had become so full that I realized I could not continue to
carry my load of arbitration cases and teach at the same time. So I left Boalt Hall. I still thoroughly
enjoyed teaching and meeting with students, but I had lost some of the excitement I felt when I first
joined the Boalt Hall faculty. The school population and the size of the faculty had grown very
large, and the intimacy that had existed before 1965 between professors and students was somewhat
lost. I left teaching with a feeling of release but reluctance. I was replaced by two persons who
divided up my courses.

ARBITRATIONS

I have been arbitrating since 1945, in 2003 for 54 years, I have heard thousands of cases in
all kinds of industries regarding not only labor disputes but commercial and contractual
disagreements. The sheer volume of my experience with arbitration led me to try to convey my
The Anatomy of a Labor Arbitration which describes the mechanics of an arbitration and discusses
various points of procedure that arise during arbitration hearings. It was reissued as a second
edition in 1988 and has been translated into both Ukrainian and Russian.

There are some fundamental truths about arbitration that apply in every case. First of all, the
parties must agree in advance that the arbitrator's decision will be final and binding. It is the
arbitrator's job to conduct the hearing, not to allow one party or the other to dominate the
proceedings. The very first thing that should be done in an arbitration hearing is for both sides to
state the issues in dispute. If the parties cannot agree on the issue it was and is my practice to have
each party state the issue and then agree that the arbitrator can state the issue after hearing the case.
It is impossible to know the issues without first determining all the facts. Many cases have come before me in which it was clear that the parties did not learn all the relevant facts until they were disclosed in the arbitration hearing.

Arbitrations are expensive. In an effort to reduce costs and shorten hearings, I promoted the use of "offers of proof." Before a hearing, counsel can meet with his or her own witnesses and learn what their testimony would be. Each person's testimony can then be prepared as a written statement. At the hearing, each witness is sworn in, counsel reads his or her written statement ("offer of proof"), the witness has a chance to revise his or her statement, then counsel for the opposition cross-examines the witness. The written statements are placed in the hearing record and noted in the transcripts. This method reduces the time spent on examination of witnesses and decreases the cost of transcripts as the reporter doesn't have to take down as much verbal testimony. Transcripts are expensive, but there is no way to properly conduct an arbitration hearing without them.

With reference to obtaining relevant facts, I have often told the story of the blind man whose seeing eye dog peed on the man's leg. When that happened, he gave the dog some candy. A bystander saw this occurrence and he asked the blind man how come you gave the dog some candy after he peed on your leg. The blind man responded I always want to get the facts before I act and thus in this case I wanted as a fact to find out where his face was so I could then kick him in the ass.

UNUSUAL ARBITRATION CASES

I have arbitrated cases arising out of situations that I could not imagine and might not believe if the facts had not been presented to me.

PILOTS AND FLIGHT ATTENDANTS

One of the most memorable cases I arbitrated related to the discharge of a pilot. The pilot had been dismissed after his employer discovered that he had been involved in an incident reflecting
a lapse of professional judgment. The facts of the case were not in controversy. The pilot himself appeared as a witness at the hearing and his testimony confirmed the employer's version of events. It seems the pilot had been having difficulties with his girlfriend. The situation reached the point where he decided to end it all. He rented a single-seated plane, got a supply of sleeping pills and booze, got into the plane and took off over the ocean. He imbibed the liquor and pills, apparently believing that after he was unconscious the plane would run out of fuel and crash harmlessly into the water. But the plane was equipped with an automatic pilot mechanism. When he slumped forward, his arm or torso activated the auto-pilot which turned the plane around and it headed back toward land. He awoke as the plane approached the place from which he had taken off and he was sufficiently alert to make an emergency landing in an empty field. The plane was slightly damaged and he was mildly injured, but no other damage to persons or property occurred.

Other unusual cases include an arbitration case where a flight attendant streaked (ran naked) the entire length of a 747 which is as long as a football field. Another streaker case I heard was of a flight attendant who not only ran naked through the plane but she took her discarded clothes and threw them into the planes cockpit while the plane was flying.

I had some cases where pilots were seeking sexual companions and the name of their company was revealed in the newspaper account of the event.

I had a case where a flight attendant with 23 years of impeccable service got on a plane from Okinawa to New York dead drunk. The captain knowing the flight attendant placed her on a back seat of the plane. The plane otherwise was loaded with soldiers who also were returning to New York and they were not permitted to have alcoholic drinks on that trip. One of them must have reported to the company the condition of the flight attendant and she was then discharged.

We had the hearing of her discharge in New York. The flight attendant who only had two more years of employment before retirement was asked why she got drunk and she told the Board of Arbitration that she had been told that she would have to have a hysterectomy on her return to New York and the shock of being told that led her to get drunk.
The company representatives on the Board of Arbitration were very sympathetic toward that flight attendant. It happened that the flight attendant was a registered nurse. All of these facts gave us the opportunity to reinstate that flight attendant but not on planes but at the first aid station at La Guardia and then that after two years of acceptable employment she retired.

I had another case where the flight attendant had been drinking alcoholic drinks and was discharged. As it turned out a period of two years had elapsed between the date of the discharge and the arbitration hearing and during that two year period the flight attendant took successful steps to cure her alcohol problem. I insisted that she be reinstated on a “last chance” basis. The company representative on the Arbitration Board would not agree to this. But, with the votes of the union members I prevailed and she was reinstated. After that case, the company dismissed me as one of their arbitrators. For many years thereafter I received notes from that flight attendant that she stayed cured, got married, had children and continued to fly.

INSURANCE COMPANIES

Another strange case illustrates the games insurance companies play. In 1954, the Operating Engineers Union No. 3 and its Employers, the Northern and Central Chapters of the Associated General Contractors, agreed to establish a health and welfare fund. After deciding the specific benefits to be provided, they appointed two trustees for the Employers and two for the Union to select an insurance company. The Trustees did not jointly seek bids from insurance carriers. Each set of Trustees separately submitted an outline of the agreed upon benefits to prospective providers. As it turned out, they selected the same set of insurance companies. But each company proposed different costs for the same schedule of benefits to each group of Trustees.

To resolve the situation, District Judge Oliver J. Carter appointed me as Impartial Umpire (that is, arbitrator). To settle the cost dispute, I invited the same insurance companies to bid again on the same set of benefits in the health and welfare fund. To the amazement of the trustees and myself, the insurance companies bid lower than they had in either of their previous bids to each set of Trustees. Though I quickly settled the cost dispute by presenting the Parties with the new set of
low bids, the case required fifteen separate hearings, 155 exhibits, a transcript of 1599 pages and
208 pages of briefs before all the issues were settled. In the end, the Trustees agreed to all my
Decisions.

JANITORS

One of the oddest arbitrations I ever conducted involved janitors in theaters. Some time in
the late '60s, the Janitors' Union had a complaint against Employers in San Francisco movie houses
and theaters. The Union claimed that not enough Janitors were assigned to cleaning up the
women's restrooms and the matter came to me for arbitration. The first question Counsel and I had
to answer was, “How does one obtain the evidence involved in this case?” That is, on what grounds
were we to judge how many Janitors it would take in each of the movie houses and theaters in San
Francisco to keep the restrooms clean? We decided that the only way to get such “evidence”
would be to visit all the restrooms in every movie house and theater in San Francisco after each one
had closed and the Janitors had cleaned the restrooms. The Union and the Employers agreed that I
should accompany their representatives on these inspections and determine whether or not the
Employers had assigned enough Janitors to do the work. In effect, I was to make immediate
decisions regarding the number of Janitors that should clean the women's restrooms in each theater
and movie house. Along with the Employers' and Union's representatives, I visited those restrooms
of virtually every movie house and theater in San Francisco. After each inspection I announced my
decision regarding the number of Janitors that should be assigned to clean the restrooms in that
establishment.

One such visit was to the restrooms of one of the old theaters that still had a second
balcony. We all went up to the second balcony which presumably had been cleaned. I started
walking across the floor and heard the carpet crunching beneath my shoes. I turned to the Janitor
representative and said, “Hey, this place hasn't been cleaned.” The theater Manager said, “Wait a
minute, Sam, that's not the Janitor's fault. What you're walking on is encrusted sugar.” Over the
years, he explained, the carpet had absorbed the overflow of 7-Up which had been used in the
second balcony for douching. At that point, the only way to get the sugar build-up off the floor would be to replace the carpet.

When I walked out of that theater, my eye was drawn to a parking lot across the street where a huge advertisement proclaimed, “7-Up The Family Drink.”

FARM WORKERS ARBITRATION

In 1966, the United Farm Workers Union claimed that it represented a majority of the Employees working for the DiGeorgio Fruit Company near Arvin in Kern County, but the Brotherhood of Teamsters won an election to determine which Union would have authority over that bargaining unit. The Farm Workers contended that the election had been rigged and asked Governor Edmund Brown to arrange for another election.

Ronald Haughton, connected with the Department of Industrial Relations at the University of California, advised Governor Brown to set up a new election. Ron asked me if I would join him in trying to resolve the problem. There had been reports of a great deal of harassment of Farm Workers in the first election. In order to provide for an orderly election, Haughton and I persuaded the Governor to appoint Jaime Ebron to oversee the conduct of the election. Ebron stayed at the orchards and was given authority to make immediate decisions correcting any unacceptable conduct by either the Teamsters or the Farm Workers. The second election came off peaceably and the United Farm Workers Union won the right to seek a collective bargaining agreement.

The Employer and Farm Workers representatives agreed that they would settle by negotiation as many matters as they could and that remaining unsettled issues would be submitted to a two-person arbitration board of Ron Haughton and myself. Arbitration hearings on unsettled issues took place in Delano at the old mortuary. DiGeorgio was represented by attorney Donald Connors. Richard Leibes of the Building Service Employees' research staff represented the Farm Workers.

Based upon the record, Haughton and I issued a decision in April 1967. This decision,
together with the conditions to which the Parties had previously agreed, became the first collective bargaining agreement between the Farm Workers and a Company. It required, among other things, that the Employers provide seed money to set up an Employee health center. The award also provided a grievance procedure with the right to arbitration. The agreement included provisions for a hiring hall and recognition of seniority. It covered as many as three thousand workers at peak seasons. Dolores Huerta, the Vice President of the Union, was present at all the hearings. Ceaser Chavez, the President of the Union, was never present at the arbitrations.

**PULP AND PAPER INDUSTRY LECTURES**

I have acted as an arbitrator for the Association of Western Pulp and Paper Workers and their employers since 1964. At that time, all of the Employers subscribed to a uniform Labor Agreement covering all of the Companies producing pulp and paper in Oregon, Washington and California. The Union and Employers were Parties in a large number of arbitrations, so I proposed meeting with Union and Company representatives in various cities to outline the grievance procedure and to make suggestions that could lead to the settlement of grievances without going to arbitration. I conducted such meetings in Portland, Seattle, Concord in Northern California, and Los Angeles. Representatives of both Management and the Local Unions in the paper and pulp industry were present at these meetings. I spoke about both Parties' obligation to learn the objective facts behind any grievance and emphasized the importance of following every step in the grievance procedure before heading for arbitration. I promoted a program of joint fact-finding which enables parties to clarify and often settle grievances before reaching arbitration.

After my presentation at each meeting, I took questions from the floor. The entire proceeding at one of these meetings was transcribed and was published as a booklet entitled "How to Succeed in Settling Grievances Without Going to Arbitration." I understand that thousands of copies of this booklet were distributed not only by the Pacific Coast Association of Pulp and Paper Manufacturers and the Association of Western Pulp and Paper Workers, but also by the American Paper Institute and the Fiber Box Association.
The frequency of arbitration cases in the pulp and paper industry declined dramatically after this series of meetings. About every two years, when there were changes in the personnel of both the Companies and the Local Unions, the number of arbitrations again increased. So another series of joint meetings were held in the same cities. John Kagel conducted one such joint meeting. Again, the number of arbitrations declined immediately following the event then slowly rose. Shortly thereafter, the Manufacturers replaced their Uniform Labor Agreement with individual contracts between each Employer and the Association of Western Pulp and Paper Workers. Currently, I am still arbitrating paper and pulp cases.

**GEORGE HALAS AND WRITTEN OPINIONS**

In 1986, I had an arbitration in Chicago involving the Chicago Bears. George Halas, one of the founders of professional football and the creator of the Bears, was in attendance. During breaks in the hearings, I had several conversations with him. At one point, he asked me how I would proceed in deciding the case after the hearing. I told him I would take the briefs, the exhibits and the transcripts and base my decision on the record therein presented. My written opinion, I continued, would emphasize the reasons for ruling against the losing party. Halas looked at me quizzically. I explained, “Mr. Halas, when you lost a game, you wanted to know why, didn’t you? But when you won, you didn’t need a detailed explanation.” He agreed.

In that conversation, Halas described his approach to salaries prior to the formation of the football league. He said that when a player demanded a raise following a stellar performance, his stock response was, “You know, you might break your leg in the next game. Maybe you should get another job.”

**ROYAL ACADEMY OF ARBITRATORS**

Early in my arbitrating career, I received a call from Clark Kerr (not yet president of UC Berkeley) who was recruiting members for a group called the National Academy of Arbitrators. When he invited me to join his group, naturally I asked him, “Well, what are you going to do?” He
responded that the members of the Academy would exchange learned papers and have annual
meetings. I said, "I don't think I want to join something like that. It sounds to me like a self-
goosing operation."

Kerr made the same pitch to Arbitrator Hubert Wyckoff, a friend of mine, and to Art Miller,
another friend and Arbitrator who worked for the Department of Labor. Both of them also turned
Kerr down. Now, Wyckoff, Miller and myself were in the habit, about every four or five months, of
getting together in San Francisco and doing a little drinking. It happened at one of these sessions
that the subject of membership in the National Academy came up and we discovered that we'd all
turned it down for various reasons. By that time, I guess, we were pretty far along with the drinking,
and we decided to establish our own arbitration society which we dubbed the Royal Academy of
Arbitrators. Royal purple was to be our color, but we didn't know what to do by way of learned
papers until one of us suggested that we exchange pornographic materials through the mail. As for
new members, they would have to contribute a case of Jack Daniels black label to each of us. We
had a letterhead made up with a slogan I read in a book about Disraeli: "Forti Nihil Difficile --
nothing is difficult to the brave." For years, while those men were alive, we used to have our
meetings in bars and send pornographic material to each other.

In the nearly fifty years since the Royal Academy was founded, only one other person has
become a member -- Kathleen Kelly, with whom I wrote a book on mediation. I insisted that she
contribute three cases of Jack Daniels, one for each of the founding members, even though both of
the other two members were dead by then. She participated in the exchange of pornography and
received a certificate of membership which hung on her wall at the McGeorge School of Law in
Sacramento while she was an Associate Dean.

When John Kagel joined me he asked me if I would object to his joining the Academy
which had by that time been launched. I said, "no." John then joined the Academy and in 2001
served as President of the Academy.
MEDIATION AND MED-ARB

Mediation involves guiding parties in disagreement toward reconciliation. Disputants who find that they cannot resolve their differences by themselves select an experienced negotiator to help them bring about settlement. Unlike an arbitrator, a mediator has no power to impose a “final and binding” decision. It is the parties in dispute who must jointly decide on an appropriate solution to their conflict. As a mediator, it is his job to negotiate with both sides in a dispute to find areas in which they can agree.

As an alternative to orthodox mediation I developed a dispute resolution technique called “mediation-arbitration” (now referred to as “med-arb,” and generally recognized as an effective dispute resolution instrument). In a med-arb situation, the parties select a person whom I call the “med-arbiter.” That person acts first as a mediator, seeking to settle as many issues as possible through orthodox mediation. All matters that are not resolved through mediation are referred to the med-arbiter for a final and binding decision.

Med-arb gives the med-arbiter a certain amount of muscle that an orthodox mediator does not have. The parties know that if they do not reach across the table and come to an agreement, then the decision is going to be made by the med-arbiter; this incentive leads both parties to modify their original positions and thus create a greater opportunity to reach an agreement.

HAWAIIAN LONGSHOREMEN MEDIATION (1961)

I used med-arb to prevent a strike by Hawaiian Longshoremen. In 1961 the Longshoremen in Hawaii, represented by the International Longshoremen's and Warehousemen's Union, were in negotiations with the local Employers' group over the terms and conditions of a mechanization and modernization (M&M) plan. The plan was designed to share the benefits of new methods between the Longshoremen and Employers. It had been operating effectively on the Pacific Coast since 1960 but in Hawaii the steamship and stevedoring companies in the Employers could not agree on how the plan should be implemented. The Longshoremen set a strike date of November 17, 1961.
The Hawaiian Employers Council and the major shipping companies asked Dwight Steele, a former President of the Employers Council, to represent them in negotiations and to arbitrate with me if that became necessary. In July, Steele began meeting with representatives of the Employers and the ILWU in both Hawaii and California; he also met with the federal Mediator assigned to the case, the Governor of Hawaii and the Secretary of Labor. After lining up all the parties involved and averting the threat of a strike, Steele persuaded Jack Hall of the Hawaiian ILWU and Allen Wilcox, Vice President of the Hawaiian Employers Council, to engage me as mediator and, if necessary, arbitrator.

On Saturday night, November 18, 1961, I received calls at my home in Berkeley from Jack Hall of the ILWU and from Allen Wilcox of the Hawaiian Employers Council asking me to come immediately to Hawaii to help them resolve their differences. They told me that Harry Bridges, President of the ILWU, would be coming to the Island, and that Dwight Steele, former President of the Hawaiian Employers Council then living in Berkeley, would also be coming to Hawaii.

Bridges, Steele and I arranged to fly to Hawaii the next day. I assumed, from what Hall and Wilcox had told me, that I was going to Hawaii to arbitrate their disputes. When our plane landed, the stewardess asked me to remain onboard the plane until all other passengers had exited. When I finally came down the stairs from the plane, there were many TV reporters present and Hall and Wilcox told me that we were going to start to mediate their disputes. I told them that they had given me the impression over the telephone that I was to act as arbitrator; they told me that I was in fact to act as mediator, starting immediately.

They had arranged rooms for me at the Hilton Hawaiian Village where all of our sessions were to be held. Right after I checked in, I was introduced to the Longshoremen's committee, then to the Employers' committee. I told Hall and Wilcox that I could not mediate between the large Committees representing each of the Parties to the dispute; I had to work with a small group, so the Longshoremen and Employers each selected a few of their representatives and we proceeded to outline the points of contention.
One of the primary questions was the length of the agreement -- the Employers wanted a five-year agreement, the Union wanted an agreement only until June of the following year. Another issue was the Employers' contribution to the M&M fund -- they had offered $360,000 a year and the Union wanted a contribution of $550,000.

The Mediation proceeded for 4 days and nights in the face of immediate strike threat. The Employers were very resistant to the Union's position that the Hawaiian Longshoremen should work under the same conditions enjoyed by Longshoremen on the Pacific Coast.

Jack Hall, who organized the Longshoremen in Hawaii, was an excellent negotiator, well prepared regarding the Union's position. Hall could be persuasive or truculent depending on his mood. He often left the sessions and I would wander among the trees around the hotel looking for him. On occasion, when I did find him, I had to persuade him to return to the mediation. I'm not certain whether this conduct was meant to pressure the Employers or to smooth out Jack's personal stress. Jack always seemed to be operating on a controlled "high."

I pursued my usual goals in Mediation: to become familiar with the cast of characters and learn the "climate" in which they were operating. In this case, the climate was hostile. Mediation continued around the clock, day and night, from November 19 until the evening of November 22, 1961.

Early on, I realized that the trade-off in this mediation would have to be a five-year agreement for the Employers' contribution of $550,000 a year to the M&M Fund. And that was the Agreement finally reached -- the Union agreed to a five-year no-strike Agreement in exchange for an annual Employer contribution of $550,000 to the M&M Fund.

I issued a statement which read, in part, "The Parties have agreed to immediately commence negotiations on the remaining details of the agreement with all unresolved issues being submitted to me for binding arbitration not later than January 15, 1962."

There was much relief in Hawaii that a potential strike had been averted; the five-year no-
strike agreement was played up in all of the media.

After that, the Longshoremen and their Employers settled all issues except the Local Port work rules which differed in each of the ports. It was those differences which were referred to me for arbitration. Accordingly, from August 1 to August 10, 1962, I went to each of the Ports on the Islands for hearings on the proposed work rules.

HAWAII PORT ARBITRATION

In some Ports there were as many as ninety Rules covering all aspects of Longshore work. A great number of the Rules were mediated by me into an Agreement at these hearings. Such Agreements became part of my final ruling.

The first hearing was in Honolulu, and the first Rule that the Union proposed was that there shall be no "cockaroachen." I asked the meaning of this term and found that the Union was talking about "favoritism" by the walking boss or the supervisor. Union members considered this "favoritism," in effect, a form of theft, such as a cockroach would indulge in. In my final Decisions, the first Rule that I awarded for all Ports was, "There shall be no 'cockaroachen." As far as I know, that Rule is still in existence today in all of the Ports in Hawaii.

After concluding this tour, I returned to San Francisco and, upon receipt of the transcript and the exhibits, proceeded to make a final decision on those matters which had not been settled at the Port Hearings. Several months later, I returned to Honolulu, called all the Parties together and read them my Decisions which constituted the final and binding settlement of the Work Rules in each of the Ports.

The Hawaiian experience was a combination of mediation and arbitration which marked a turning point in the relationship between the Union and the Employers -- the Employers finally accepted the fact that the Union was in existence to stay and the Union recognized that it would have to adjust to the Employers' operating problems.
SAN FRANCISCO NEWSPAPERS (1968) - MEDIATION

The first strike in the San Francisco newspaper industry occurred in 1968. It began on January 5, 1968, lasted fifty-four days, and involved approximately three thousand San Francisco newspaper Workers represented by fourteen different unions. It was against the Chronicle, the Examiner and the San Francisco Newspaper Printing Agency which produced both papers. The San Jose Mercury News and the Oakland Tribune participated in the final negotiations and mediation even though they were not struck.

Mailers Union No. 18 had been in negotiations for ten months with the San Francisco Newspaper Printing Agency. The Union represented one hundred and sixty-five employees. After negotiations failed, the Mailers Union struck and other Unions observed its picket line. Two other Unions' contracts had expired -- the Photoengravers' and the Building Service Employees'. The remaining eleven Unions' agreements had different expiration dates -- some within three months, some six months, and some a year from the date of the strike. It became clear that a settlement of the Mailers' strike would not necessarily preclude strikes involving other Unions whose contracts had not yet expired.

On the thirty-eighth day of the Mailers' strike, Lou Goldblatt, secretary of the International Longshoremen's and Warehousemen's Union, suggested to all of the newspaper Unions that, regardless of individual termination dates, they open their Agreements now to negotiations with the object of having all newspaper Unions' agreements terminate on the same date. All of the Unions voted approval of that proposal.

At that point, the Unions approached me to act as Mediator of the strike. I raised two questions -- one was how were they going to persuade the Employers to accept me as Mediator and, equally important, would the Publishers agree to now open all the existing agreements?

With the knowledge of the Unions, I arranged for a lunch at the Palace Hotel with all of the newspaper Representatives to whom I explained the proposed program. After a lengthy discussion in which I pointed out the benefits to the Employers of having the same date of expiration for all
Union contracts, they agreed to the program of engaging in negotiation during the strike and that there would be the same expiration date for all the Unions.

I reported the Employer agreement to the Union representatives and I asked Jack Goldberger, of the Newspaper Drivers Union, to ask Mayor Alioto to designate me as his personal representative to mediate an end to the strike. The San Francisco newspaper shut-down severely damaged the city's commerce, particularly its retail business, so the Mayor, though we had never met, eagerly appointed me his Mediator. I told Alioto that I did not want him to make any public statements until we had successfully ended the strike, at which time he would have the honor of making that announcement. Nevertheless, at the beginning of my tenure as Mediator, Alioto made a number of statements which did not help my mediation efforts. I then called him directly and reminded him to refrain from any further statements while negotiations were going on. He did not thereafter utter another public word on the strike until it ended and he announced the strike's end.

The Unions and Employers agreed that I would meet with each Union and Employer and seek to mediate a settlement of the Union and Employer non-economic issues. Then, after that was accomplished, we would have joint negotiations with all of the Unions and all of the Employers on the economic issues.

The mediation was carried on at the Clift Hotel. I moved in and for sixteen days and nights met with the Parties in accordance with this program. It was an extremely strenuous experience.

I had the advantage of a background in the newspaper industry. Having previously represented all of the newspaper Unions as an advocate, I knew their personnel and problems. I was also familiar with the Employer representatives.

My approach on both the economic and the non-economic issues was first to outline an area of possible agreement between the parties then I in my own mind decided where, within that area, I believed the final settlement should be made. Thereafter I concentrated my efforts on persuading the Parties to accept my recommendation.
Twice, when the Employers would not agree to my recommendation, I packed my bag and proceeded out of the hotel and down the street, with an Employer representative in hot pursuit begging me to continue the mediation. I pointed out that the Unions and the Employers had asked me to mediate and that they would have to make up their minds to accept my suggestions when their own negotiation reached a stalemate. I further pointed out that I was striving to be fair and impartial with my suggestions. I was assured that proper consideration would be given to my recommendations, so I continued the mediation.

After sixteen days of round-the-clock mediating, agreement was reached on all the non-economic issues for each of the fourteen Unions and their Unions. And then a joint settlement of the economic issues was reached and all 14 agreements had the same termination date. Then each Union scheduled a meeting to vote on their own agreement. In accordance with the word I had given him, Mayor Alioto arranged for a news conference in his office to announce the settlement of the strike. After each of the Unions approved the settlement -- the final one being by the Mailers Union, the Mayor proclaimed the city’s newspaper strike over.

I left the Mayor's office and went to the nearest bar for a few drinks of Jack Daniels. I was both tired and exhilarated.

Since the 1968 strike, the newspaper Unions, the Publishers and the San Francisco Printing Company have continued to negotiate jointly on economic issues and separately on each Union's non-economic issues. This arrangement remains possible because since 1968 all of the Unions' agreements have had the same expiration date.

**BAY AREA NURSES (1973) - MEDIATION**

In 1973, the registered nurses of San Francisco and the East Bay agreed that they would not strike if the hospital Employers would submit to med-arb. The two Parties had about seventy issues in dispute. After an extensive period of mediation, all but one of the issues had been resolved. The issue left was whether or not Nurses were under contractual obligation to participate in abortion
procedures.

The California legislature had passed a law permitting abortions. In hospitals offering the service, some Nurses protested that the operation violated their personal ethics. The hospitals contended, however, that it was the duty of professional nurses to provide such services. The issue was successfully mediated that Nurses who did not want to perform abortions would notify their Employers in writing. The hospitals agreed that they would not call upon those Nurses to participate in pregnancy terminations except in cases of verified emergency in which no other Nurse was available. Both parties, faced with the prospect of an arbitration decision that they might not like, began searching for an equitable compromise which they found.

**TYPOGRAPHERS (1973) - MEDIATION**

In early 1970s, the newspaper industry converted the composition of its news print from "hot" type to electronically produced type. This was a revolutionary change in the preparation of copy for print. It directly affected the jobs of every typographer in the industry. The new technology made their skills unnecessary. They were confronted with a choice between unemployment or acquiring new skills.

Typographical Union 21 and the San Francisco Newspaper Printing Company agreed to submit to med-arb the issues arising out of the changed working conditions. I served as chairman of the med-arb board which included Joseph F. Kolder and John G. Montgomery as Employer members and Leon Olson and Donald H. Abrams as Union members.

The Board held hearings over a period of eight days and evenings before we arrived at a unanimous decision. The most basic provision of that decision (dated January 9, 1973) was that all of the composing room Employees with a seniority date of April 28, 1971 or earlier would be employed by the San Francisco Newspaper Printing Company for the remainder of their working lives unless they committed some offense that gave cause for their discharge. The collective bargaining agreement was changed in accordance with the decision. The important factor in that
agreement was that Employees would not be discharged simply because new methods of production were introduced. This solution established a pattern for many such agreements across the country as newspapers began to convert from “hot type” to “cold type.” In San Francisco, I participated in med-arbitrating similar agreements for the photo engravers and stereotypers whose work had also been affected by the new methods.

**NATIONAL FOOTBALL LEAGUE (1982) - MEDIATION**

In 1981 I was appointed by the National Football League Players Association and the National Football League Management Council as an arbitrator of non-injury grievances. I also served as a mediator in the 1982 strike which commenced September 20. The basic issues of the 1982 strike were the amount of money available for salaries, pensions and benefits, and the mobility of players from one team to another team, that is, free agency.

In 1982, the Players proposed that the Clubs agree to earmark 55% of their gross income for Players' salaries. Additionally, the Players asked for unlimited free agency for those with three years of NFL experience. They also presented demands for retirement pay and voiced concerns about drug problems.

The Clubs completely rejected the percentage of gross concept. They still demanded compensation if one team's free agent signed with another Club. They did not agree to joint commissions to investigate potential health threats or to join in a study of physical effects of artificial turfs. Furthermore, the Clubs held firm on their right to mandatory drug testing.

Negotiations between the Clubs and the Players prior to the strike date of September 20, 1982, failed to resolve any of the disputed issues. On October 12, 1982, I was in Napa Valley enjoying some wonderful Chardonnay when a person came down from the resort where I was staying and said I had a call from the White House. “What?” I asked, because, in the first place, nobody was supposed to know where I was and, in the second place, I was not in the habit of receiving calls from the White House so I wondered if it was a mistake or a joke. But, when I went
to the telephone, I discovered it was the White House calling. The Parties in the football dispute had agreed to call me in as a Mediator. So I returned to San Francisco and prepared to go to Cockeysville, Maryland, where the mediation was to take place.

News of the mediation must have already hit the papers by the time I got to go on the plane because when I sat down in the plane, the Flight Attendant came up and said, "I know who you are and I hope that you're not going to be successful." I asked why and she told me that as long as there were no football games being played she could see her husband who would stay home.

When I stepped off the plane in Maryland, the photographers' bulbs started flashing. What struck me in that strike was the large number of media people constantly trailing me. The negotiators and myself must have had from thirty to sixty reporters and photographers gathered around us at all times. Every announcement had to come through me, so I would talk to the journalists each night. I usually told them the Parties were still negotiating even though negotiations rarely moved forward. The media people were getting paid to be there, but many of them were going nuts with boredom.

I first met with Negotiators for the Players and those for the Clubs at Cockeysville on the night of October 20, 1982. The opening sessions disclosed complete disagreement between the Parties on all issues. The positions of the Players and the Clubs were heavily influenced by two events which took place before the mediation effort. First, the Players had made arrangements to stage "All Star" games for the Turner TV Network in an effort to provide themselves with economic support. The Clubs challenged the arrangements in court and won a cancellation of the televised games. Secondly, the Players had filed an NLRB unfair labor practice charge against the clubs claiming that they had been bargaining in bad faith. By this move the Players sought to convert an economic strike into an unfair practice strike which would allow claims for back pay for all striking players. On October 21, one day after I came onto the scene, the general Counsel for the NLRB issued a complaint charging the Clubs with unfair labor practices. This event did not result, as the players had apparently hoped, in moving the Clubs toward granting the Players' basic
demands for a percentage of gross income and free agency.

Thus, at the time I entered the negotiations, both the Players and the Clubs refused to modify their positions. It seemed probable at that time that the entire 1982 season would be lost.

At Cockeysville, between October 20 and October 23, I had many meetings with the Parties separately and jointly. Only once could I get the two sides to really get down to the “nut-cutting” and start settling things. That night, Gene Upshaw, President of the Players Association, passed me a note which reads, “Sam, thanks for all your help, your wisdom and intelligent integrity is supreme. You've gotten more done in three hours than we did in eight months. You are above question the first in the field. Thanks for everything.”

However, whenever we did make progress, the chief Executive of the Players' organization, Ed Garvey, would call for a recess. It became clear that he did not want to settle any issue without first obtaining an agreement on the Players basic demands or until he had an effective unfair labor charge against the Employers. On October 23, I recessed the meetings so that the Parties “could reexamine and reassess their respective positions on the economic issues.” I persuaded the members of the two negotiating teams to join me for dinner one night at the Milton Inn in Sparks, Maryland. We had a lot to drink and a good dinner, but we didn't get anything settled. The whole time we were there, the newspaper people were taking pictures of us through crevices in the curtains of the dining room.

I reconvened the mediation in New York City from October 26, 1982, to November 6. While we were there, I would go out for a walk at five thirty or six o'clock in the morning and I'd have three or four media guys tailing me. I'd say to them, “For godsakes, I'm not going to meet anybody.” No agreement was reached in New York.

On November 6, the Clubs made a final proposal directly to the Players which did not grant the players' basic demands. Nevertheless, the Players of six Clubs accepted the proposal. The Players then announced an official opposition to the offer “as it now stands.”
Garvey then began to feel some pressure from the Players who were afraid that the entire season, in fact, would be lost. The Clubs refused to attend further meetings. Garvey, through his friends Dan Rooney and Paul Martha of the Pittsburgh Steelers, persuaded the Clubs to consider a final counter offer from the Players on November 15. This finally resulted in an agreement with very minor changes in the Clubs' proposal of November 6. Garvey actually signed the final agreement in December 1982 in my office where he had come for a grievance arbitration.

The unresolved issues -- primarily free-agency -- led to another strike when the 1982 agreement expired.

The 1982 agreement expired on August 31, 1987. In preparation for their negotiations, the Players narrowed their demands down to eight issues. Primary among their concerns was free agency; the Club Owners had no intention of compromising in that area. Negotiations were fruitless. The Management council announced that it would provide “replacement” players for the scheduled games of the 1987 season. The Players’ Association declared a strike. After three weeks of strike, more than two hundred and fifty players returned to their teams and played on the “replacement” squads.

The Players Association called off the strike after only twenty-four days. The players returned to work under the terms of the expired agreement. The Players Association filed a suit against the Management Council claiming that free agency and draft policies violated anti-trust legislation. Then, the Players’ Association decertified itself as a union, claiming that the 1982-87 agreement was no longer in existence since the Parties had reached an impasse. The Management Council continued to claim that the Agreement was still in effect.

There followed a whole series of court actions which eventually led to recognition of a basic free agency provision which became part of the collective bargaining agreement signed in 1993 due to expire in 2002.

Between the end of the strike in 1987 and 1993, I continued to arbitrate football grievances.
For the purpose of arbitrations during that period, the Management Council continued to recognize the 1982 agreement. The Players Association, however, had declared it was no longer a Union and the Agreement was defunct. The Players Association refused to participate in any arbitrations. Players had to hire their own attorneys to argue their grievances. Finally, in 1993, the Clubs and the Players signed a new agreement and I have remained as Arbitrator of non-injury grievances.

**SAN FRANCISCO OPERA (1984) - MEDIATION**

In 1989, Kathleen Kelly and I published *The Anatomy of Mediation -- What Makes It Work*, which, like my earlier book on arbitration, has been translated into Russian by the Academic Project Agency Institute of Petersburg and into Ukrainian by the Psychological Center of Donetsk, Ukraine. This book records the actual mediation process of a 1984 case in which I was the mediator in a contract provisions dispute between the San Francisco Opera Orchestra and the Opera Association.

In 1984, the San Francisco Opera and its Orchestra were stalemated in their attempt to negotiate a new agreement. The Union threatened to strike. Seven days before rehearsals for the opening Opera were to begin, the Parties agreed to mediation. I was asked to mediate.

I began the mediation by holding a joint meeting with the Parties to determine the issues in dispute. We narrowed the points of conflict down to ten. Salary and pension problems were among the disputed issues.

Next, because I was not acquainted with any of the people involved, I held separate meetings with Representatives of the Opera and the Union. I wanted to get to know the negotiators, to size them up and learn their positions on each issue. I was looking for the key person on each side who might aid in reaching agreement on each point. The Opera Committee was preoccupied with costs. The Union Committee consisted of three young musicians and three older ones, the former more concerned with salary increases and the latter with pension improvements.

I pursued accommodation between the younger and older musicians, and addressed the cost
concerns of the Opera Association with success so that forty-eight hours before the season's rehearsals were to begin, the Parties as a result of the mediation reached an agreement.

SAN FRANCISCO RESTAURANTS (1984) - MEDIATION

The Hotel and Restaurant Employees and Bartenders International Union Local 2 had a collective bargaining agreement with the Golden Gate Restaurant Association (GGRA) for many years. The agreement expired in early 1984. At the time of negotiations, the GGRA represented fifty-five restaurants and there were seventeen other restaurants represented by Attorney J. Mark Montobbio.

In July, the Union and the Employers exchanged contract offers and counter-offers. Sixteen collective bargaining sessions followed, and no agreement was reached. The Union set a strike date of September 1. The strike began on that date at the seventeen restaurants represented by Montobbio; the union offered a "final proposal" to the GGRA and extended the strike deadline for GGRA restaurants. The GGRA rejected the union's "final" offer and countered with its own "final" contract offer. On September 3, the Union struck GGRA restaurants.

By October, sixteen hundred workers were striking twenty-eight restaurants. The GGRA presented another "final" offer which conceded some demands for health and welfare benefits. Then the Employers announced that they would begin permanently replacing strikers. The Union asked Mayor Diane Feinstein to intervene and she requested my assistance as mediator. I was in New York with some PanAm cases when the Mayor called. She told me the GGRA Employers had agreed to mediation if the Union would submit all proposals to a vote of the members. I agreed to undertake the assignment.

I returned to San Francisco and started mediation on October 19. The primary matter discussed at that meeting was the reluctance of the Employers to enter into mediation before the Union voted on its last "final" proposal. I persuaded the Union to put the offer before the members for a vote; the workers rejected the latest contract proposal by a ninety-five percent
margin; the Employers began hiring permanent replacements.

Three weeks later, I tried to resume mediation. On November 20, I managed to get the Employers' negotiators to the table and we discussed putting Strikers back to work. The Employers refused to rehire the three hundred Strikers who had been replaced by that time. Mediation finally resumed on November 28 and a settlement was reached on December 4. The strike lasted ninety-five days and the final agreement resulted in an overall loss of wages and benefits for the Union. Starting wages decreased, restaurant workers lost two paid holidays per year and new eligibility requirements provided fewer workers with health care.

That strike should never, never have been called. The Union leadership at that time was completely incompetent. By the time I was called to mediate it, that strike was already lost -- five hundred Union members had already crossed their own picket line and three hundred more had been permanently replaced. I have to give Mayor Feinstein credit: she was the one who insisted that there be mediation and she dragged the Employers to the table. The Employers figured they didn't have to negotiate as they already had the strike won, and they were right. By that time the Union was willing to agree to anything to save itself.

This mediation was one of the most difficult I have ever participated in because the Employers knew that they did not have to compromise and the Union was falling apart. I realized that my job was to try to preserve the Union with any kind of agreement. The very top local leadership was not capable of conducting a strike and had absolutely no ability to end one. None of the Union leaders could control the internal dissent that was fracturing their ranks. Some zealots wanted to continue the strike at all costs while more sober minds were fed up with the suicidal actions of the leadership and sought a quick settlement. The international Union sent Vincent Sarabella as its representative to participate in the mediation, and he was of some help.

As to the conditions that should go into the collective bargaining agreement, it became clear that the Employers were going to prevail on every major point.
The most important and difficult part of the mediation dealt with the return to work of strikers and what was to be done about strikers who had been replaced. The Employers did not want to rehire those who had gone on strike and did not want to discharge its permanent replacements. But the Union, having given up on practically all the economic issues of the strike, recognized that it had to salvage something from the strike, if only a reasonable return to work agreement. The first problem in negotiating a return to work arrangement was the potential for overstaffing should the replacement workers be retained and the strikers rehired. In this regard, Sarabella of the International Union guaranteed to reimburse the Employers up to $100,000 for expenses of temporary overstaffing when the strikers returned to work.

Under the return to work agreement, all Strikers had forty-eight hours to sign up with their Employers. The Employers would then release all workers hired on a temporary basis and return the strikers to their jobs in order of seniority as soon as business permitted, but no later than thirty days after the agreement had been ratified by the Union. As to those persons hired on a permanent basis, they would be permitted to remain at work, but within thirty days all strikers on the returning list would have to be back on the job, even if that required staffing above the demands of daily patronage. The International Union's offer to underwrite the expenses of temporary overstaffing convinced the Employers to accept these conditions.

The return to work Agreement provided that thirty-one days after its ratification, the Employees would bid on shifts based upon seniority, and thereafter the Employers could begin layoffs, again by seniority, with those persons hired during the strike presumably being the first to be laid off. The Agreement also gave Employers the option of retaining all non-striking employees for another month and submitting the bill for excess labor costs to a panel of two Union and two GGRA representatives and me. If we found the charges justified, the International would pay the costs. No such instances occurred. Instead, the Employers laid off workers hired during the strike.

This case was one of the most senseless strikes and difficult settlements I had ever mediated. The restaurant group within the Union was lucky to survive, let alone get its members
CITY AND COUNTY OF SAN FRANCISCO (1985) - MEDIATION

After a strike of police officers and firefighters in the mid-1970s, San Francisco City and County Employees' Unions lost collective bargaining rights through a voter-approved amendment to the city charter. Nevertheless, by the mid-1980s the Service Employees International Union Local 79 represented a large percentage of the city's and county's Employees. In 1985, the Union won the right to use $20,000,000 of the city's budget over the next two years to bring its members' wages and salaries up to levels comparable to pay in other cities and private industry. An additional $8,800,000 had already been set aside for a comparable worth plan. The city had a projected budget deficit for 1986-1987 of $76,000,000. Mayor Diane Feinstein hoped to persuade the Union to release the $20,000,000 in order to reduce the city's budget deficit. The Mayor and Union representatives negotiated long and hard without fashioning a tradeoff.

In December of 1985, Paul Varacelli of the Service Employees International Union asked if I would be interested in mediating a deal for the Union to give up the $20,000,000 in return for the City's agreement to participate in collective bargaining. At that time there was no orthodox collective bargaining over wages, hours, and working conditions under the provisions of the city charter. Wages and conditions were set according to a formula based upon the going rates for particular jobs in other cities and in the private sector. But there was no negotiation as such on wages or any other conditions of employment.

Paul approached the Mayor about having me mediate a deal. She was not exactly enthusiastic over the proposal. So Paul arranged a luncheon for the Mayor, me, himself, and other Union representatives to discuss the mediation process. Though she was reluctant to participate in mediation, the Mayor realized that without the promise of collective bargaining the Union would not give up its claim to $20,000,000. She finally agreed to mediation.

The mediation took place in City Hall with the Mayor's Representatives assembled in her
office while Union Representatives congregated across the hall. At my suggestions, other Unions representing city and county Employees were invited to witness negotiations between the Service Employees International Union and the Mayor's office. Eventually I did manage to persuade the Parties to exchange the use of $20,000,000 for the City's agreement to engage in collective bargaining for the city's Unions.

We knew from the outset that any Agreement made with the Mayor would have to be approved by the Board of Supervisors. Also, certain aspects of our settlement could not go into effect before passing as ballot measures. However, the main problem was to get support from the Mayor and from certain other groups which it seemed the Mayor could influence the San Francisco Chamber of Commerce, the Mayor's Fiscal Advisory Committee, SPUR, the League of Women Voters, the Downtown Association, and the District Council of Merchants. There was no doubt that during the mediation the Mayor was in contact with some of these groups, particularly the Chamber of Commerce and the Fiscal Advisory Committee, of which her Husband was a member.

After many meetings, on January 19, 1986, a Memorandum of Agreement was reached. Basically it proposed reforming the City's cumbersome civil service rules and inserting a collective bargaining provision with the Mayor as the City's key Negotiator on Employee wage and benefit issues.

The Union retained $8,800,000 to implement a comparable worth program. Under that plan, seven thousand of the city's and county's twenty-six thousand Employees would receive about $1,300 more during the fiscal year beginning July 1. The Union waived its right to $20,000,000 and seconded the Mayor's endorsement of the civil service reform measure on the June ballot. In return, the Mayor offered the right to Unions to negotiate pay and benefit packages for twenty thousand city employees. The Agreement provided that if negotiation failed between the Unions and the Mayor, a mediator would be called in. (Although in the Agreement itself, the Mayor substituted the term “advisor” for “mediator.”) If such negotiations and mediation (i.e., advising) failed to produce an agreement, then the Charter formula for calculating wages and benefits would go into
The January 19 memorandum of Agreement came after a weekend of very intensive negotiation and mediation. Basically, the Mayor did not want to agree to collective bargaining or to mediation but she had to in order to convince the Service Employees International Union to release the $20,000,000 it had gained through an Agreement with the Board of Supervisors. So in the late afternoon of January 19, 1986, a preliminary Agreement was signed by not only the SEIU but also the Transport Workers Union, the Firefighters and the Police Officers Unions, and the Laborers Union. Mayor Feinstein signed on behalf of the City and I signed as a witness. The Mayor celebrated the signing by serving a terrible wine.

The very next day the Mayor announced that she was not going to observe the Agreement because she claimed that she didn't quite understand what she had signed. Once the Mayor stepped away from her own Agreement, its terms could not be carried out.

Four years passed before any city and county workers regained the right to collective bargaining. In 1989 the police and fire departments placed on the November ballot a proposition to allow collective bargaining for peace officers and firefighters. The proposition provided that if the City and the Unions representing those employees could not come to an agreement, then the parties were bound to arbitration or a combination of mediation and arbitration. Voters approved the measure and collective bargaining was reintroduced in the police and fire departments.

**STATE FARM INSURANCE COMPANY (1985) - MEDIATION**

Muriel Kraszewski, who was a secretary at State Farm Insurance Company during the late 1960s and early 1970s, filed a claim of sex discrimination alleging that State Farm Insurance would not give her an opportunity to become a sales agent. Her case, as part of a class action suit against State Farm for discrimination, was heard by Judge Thelton Henderson, Chief Judge of the Northern District of California. After a nine-month bench trial in 1982 and 1983, the Judge, in 1985, found that State Farm did discriminate against women in its recruitment and selection of trainee sales
agents in California.

The Judge then instructed the Attorneys for the insurance company, Morrison and Foerster, and the Attorney for the Claimants, Guy Saperstein, to negotiate a consent decree for remunerating the class. The Judge determined that each claimant would be entitled to a separate hearing on her claim. There were one thousand and ninety-three such claimants.

The Attorneys took seven years to arrive at a consent decree. Under that decree, each woman had to prove in a special hearing that State Farm had discriminated against her at some time between 1974 and 1987; if she were successful, she would receive back pay. As to back pay, the consent decree set forth the sum to be paid depending on the year that the discrimination occurred. Claimants who established that they were discriminated against in the mid-1970s would receive between $650,000 and $745,000.

The Consent Decree appointed five special Hearing Masters to judge the claims. I was asked to schedule the special hearings. By the time I met with the Parties to discuss my appointment as scheduler, I had examined the consent decree and found that its so-called mediation step would not be workable or satisfactory because the Hearing Master would also act as the Mediator. I suggested that the Parties appoint persons other than the Special Hearing Masters as mediators and that the mediations should occur seven to ten days prior to the scheduled hearing. The Company's and the Claimants' Representatives adopted my suggestions and I was appointed as one of the special mediator masters. Joseph Grodin, who had been on the California State Supreme Court, and Raul Ramirez, a former District Court Judge were also appointed as mediators. I thereafter scheduled the hearings for the Special Mediators as well as the Special Masters.

From 1990 until this matter was finally settled in 1993, I mediated approximately three claims each month. Over a period of two and one half years this included ninety claims. The other Special Mediators and I had a high rate of success with our mediations. We settled approximately forty percent of cases without the claim having to be heard by the Special Masters.
The Attorneys for both sides treated the Special Master hearings as if they were actual court proceedings. The Parties indulged in discovery and presented their cases the same way they would before a Judge. This method of dealing with the cases required that one of the Special Master Hearing Officers, Kathleen Kelly, also serve as the Discovery and Motion Special Master. It took two and a half years to complete the Master hearings while Kelley was kept busy making rulings almost every week on discovery problems and motions submitted by the Attorneys. The amount of time spent on each case inflated all of the Attorneys' fees.

Two hundred and ninety-three claims were settled by this lengthy procedure, leaving eight hundred cases unprocessed. Because of the time and the tremendous amount of legal fees involved, Judge Henderson sought to have the parties make a “global” settlement of the remaining claims. The parties finally agreed upon a global settlement of approximately $157 million dollars for the women whose hearings were still pending. Each woman was offered $151,000 to $284,000. Claimants had the option of taking the offer or asking for a hearing. Only eight claimants asked for a hearing.

The Attorneys' fees for the Morrison and Foerster firm which represented the insurance company was $61 million dollars for two years. The Saperstein firm, representing claimants, charged one-half that amount.

I treated my mediations in the State Farm cases as I would treat any other mediation. I asked each attorney to send me a very short -- usually two to four pages -- confidential statement setting forth his or her view of the case and position regarding compensation. When we met, I would ask each representative to describe in front of his or her opponent the strong and the weak features of their respective positions. My approach was quick and direct; it did not involve complicated and time-consuming procedures. In most instances, we saw very clearly in a short time whether or not there were grounds for a settlement.
FRONTIER HOTEL OF LAS VEGAS (1993) - MEDIATION

In May of 1993, I received a call from Nevada's Governor Bob Miller asking me to serve as a “fact finder” in an ongoing dispute between the Culinary Workers' and Bartenders' Unions and the Frontier Hotel and Gambling Hall in Las Vegas. A strike had been in effect for two years by that time. The Governor decided to get involved after violence on the picket line threatened to hurt the City's tourist industry. The Governor requested that I attend a meeting in his office in Carson City on May 24 between Union and Hotel Representatives.

On May 19, the Governor addressed a letter to Frontier's management and the Unions explaining that he would soon be appointing a fact finder to help end the dispute. His letter called upon individuals and organizations to cooperate by supplying documents and interviews. He warned that the fact finder would be under instructions to be completely candid in the report he was to submit within forty-five days. The cost of bringing in this advisor was to be shared equally by the Hotel and the Unions. The Governor held to a tough line in his letter. He wrote:

The Frontier strike is one of the most serious problems facing the State of Nevada, and there is no room for saving the feelings or reputations of any organizations or individuals involved. We must have the truth....

As governor of the State of Nevada, I formally request your full participation and cooperation in the process. Failure of any party to participate in this fact finding process can only signal a flagrant disregard for the health, safety, morals, good order, and general welfare of the inhabitants of the State of Nevada, and I will not stand by idly if this happens. I expect acknowledgment of your willingness to participate by the end of business Friday, May 21, 1993.

Moreover, I have scheduled 9:30 a.m., Monday morning, May 24, in my Carson City office to meet with the principals representing both sides. I look forward to seeing you there.

On May 24, I was present in the governor's office in Carson City along with representatives of the Unions and the Frontier Hotel. After some discussion, the Union agreed that I should serve as “fact finder.” The Hotel gave its approval but only with “reservations.” Its reservations arose in response to the Governor's veiled threat to take some kind of punitive action should either Party prove uncooperative and thereby “signal a flagrant disregard for the health, safety, morals, good order, and general welfare of the inhabitants of the State of Nevada.” This reference was to the
Nevada law relating to licenses for gambling operations. The Frontier Representatives wanted to know if the Governor intended to revoke the hotel's gaming license should he receive an unfavorable report from me. However, the Governor stated clearly that he would not commit in advance to any course of action following receipt of my report.

Because the Governor stated in his letter and the Parties agreed that “the fact finder will submit procedural and substantive proposals for resolutions,” I was empowered to act not only as a fact finder but as a mediator. In that capacity, I moderated discussions in Las Vegas during which I learned the background of the strike.

The Frontier Hotel and Gambling Hall had been purchased by Unbelievable, Inc., in 1988-1989. At that time there was a collective bargaining agreement between the Hotel's former owners and the culinary workers' and bartenders' Unions. The purchasers -- Tom Elardi, his brother and mother, doing business as Unbelievable, Inc. -- observed the conditions of the Agreement for its final year. They then entered into negotiations with the Unions for a new Agreement. Those negotiations failed. Frontier then put into effect its “final offer” which did not meet standards established under the old Agreement. Rather than accept the “take aways,” the Unions went on strike.

On March 1, 1994, I made a final report to Governor Miller. Since June of the previous year, the Parties had attended twenty-eight fact-finding and mediation sessions; Tom Elardi served as spokesperson for Frontier Hotel and Gambling Hall and John Wilhem was spokesperson for Culinary Workers Local 227 and Bartenders Union Local 165. By their final meeting on February 20, 1994, the Parties had settled approximately ninety percent of the terms of a new collective bargaining agreement. The major sticking point that prevented a final settlement was the “return to work agreement.” The Employers maintained that some of the strikers were engaging in willful misconduct on the picket line and therefore should be denied reinstatement. The Unions demanded the names of every Employee who had violated rules of conduct and a description of his or her offense. The Employers provided over one hundred names but did not describe any specific
misconduct; they claimed that they had not yet identified forty percent of those who had violated NLRB rules governing pickets, but they would refuse to reinstate anyone whom the guards claimed to recognize from videotapes of picket-line misconduct. Because the Employers would not provide a complete list of persons denied reinstatement nor specify the infractions committed, the Union could not consent to any “return to work agreement.” Negotiations ceased on February 20, 1994, and the strike -- already twenty-seven months old -- continued.

On October 28, 1997, the Frontier strike ended after six years of Union picketing. The Elardi family sold the Casino to Phil Ruffino, a financier from Kansas, who signed an Agreement with the Union.

1936, 1948, 1971 LONGSHORE STRIKES

I started this Book with a description of the 1934 Longshore and Maritime Strike. The remainder of this Book concerns the 1936, 1948 and 1971 Longshore strikes.

THE 1936 LONGSHORE STRIKE

This strike by the Longshoremen was in fact basically a strike on behalf of the Maritime Unions. That strike was under the auspices of the Maritime Federation. The Maritime Unions upon the conclusion of the 1934 strike and the negotiations that followed made only some of the economic improvements which they sought. The 1936 strike was called with the understanding that the Longshoremen and Maritime Unions would all strike at the same time, which they did. It was further understood that the strike would end when all of the Maritime Unions and Longshoremen jointly agreed to do so.

That did not happen. The Sailors Union made its own deal and went back to work before the other Unions concluded negotiations. Thus, the effectiveness of joint action did not occur. Accordingly, each union had to settle its strike separately. As to the Longshoremen, the 1934 Arbitration Award continued as their basic Agreement. Though they were able to reduce slingloads
to about 2,400 pounds. Some other working conditions were changed. But, basically, the 1936 strike did not change the 1934 Award or result in responding to the Employers’ plea for greater efficiency and greater productivity by the Longshoremen.

THE 1948 LONGSHORE STRIKE AND “NEW LOOK”

Twenty-two years elapsed between the 1936 strike and the 1948 strike. The Agreement between the International Longshoremen's and Warehousemen's Union and the Waterfront Employers Association (formerly called the Waterfront Employers Union) was due for renewal in 1947. Negotiations over the new agreement began shortly after Congress passed the Taft-Hartley Act. Two sections of that Act were made to order for the leadership of the Waterfront Employers Association, which remained on an Anti-Union and Anti-Bridges course.

The Act provided that every Union Officer would have to submit an affidavit to the National Labor Relations Board every year swearing that he or she was not a member of or affiliated with the Communist Party. It further stipulated that when contract negotiations stalled, the Unions would be required to place the Employers' latest proposal before the general membership for a vote (supervised by the NLRB).

In negotiations over the 1948 contract, the Waterfront Employers Association proposed changes in the administration of the longshoremen's hiring hall that would effectively wrest control from the Union. Union negotiators rejected the proposal, negotiations ceased, and the NLRB stepped in to enforce the emergency provisions of the Taft-Hartley Act. Union members were invited to vote on the employers' offer in an NLRB-certified election. Of the 26,965 eligible voters, not one eligible voter cast a ballot.

The Employers' Association withdrew its proposal and declared it would not bargain with a Union whose Officers failed to sign the non-Communist affidavit. The Longshoremen's Union then held a coastwide referendum on the question, “Do you want your officers to sign the non-Communist affidavits?” The answer was a vote of “No.”
The stalemate gave way to a strike. About eighty days into the strike, a group of ship operators led by Randolph Sevier of Matson Navigation determined to take over the negotiations. They assumed control of the Employers' Association and dismissed both its Director and its Attorney.

The Sevier group then brought Dwight Steele to San Francisco from Honolulu. Steele let Bridges know that the Employers were prepared to negotiate an end to the strike.

Dwight Steele was originally from San Francisco and had worked with the Distributors Association. In Hawaii, he became President of the Hawaiian Employers Association, taking the place of Jim Blaisdell. Dwight had an excellent relationship with the International Longshoremen's and Warehousemen's Union in Hawaii which had organized workers in the sugar and pineapple industries.

With the arrival of Dwight Steele, negotiations resumed in San Francisco. The Employers and the ILWU reached an Agreement which was hailed as the "New Look" in relations between the Union and the Employers.

As previously noted my last contact with the ILWU was in 1942 when I went to work for the War Manpower Commission. Then in 1945 I went to Law School so I was not directly involved in the 1948 strike. By 1948 I had graduated from Law School, taken and passed the State Bar Exam. The strike ended on December 6, 1948. I asked Dwight Steele to write an account of the 1948 negotiations. With Steele's permission, I reproduce his statement:

Although renegotiations were not due to start until the spring of 1948, for a new contract after June 15, the employers took steps to begin contract changes earlier.

In late 1947 the stevedoring and shipping companies began plans to try to regain control of hiring and work practices on the docks, and to take back some of the power over dispatching and assignment of work which the ILWU had gained from the 1934 award, subsequent negotiations, arbitrations and "quickie" work stoppages which had caused companies to make precedent-setting concessions on work assignments, manning, load limits, pay premiums, etc.

Passage of the 1947 Taft-Hartley Act gave the employers some basis for regaining some of the ground they had lost, particularly provisions banning union control over hiring, outlawing secondary boycotts, allowing injunctions and "cooling-off" periods and secret votes on employers' last offers in strikes

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threatening national security, and anti-Communist provisions. Late in 1947 Frank Foisie of the Waterfront Employers Association (WEA), Al Roth of the S.F. Employers Council, and others made public statements charging Communist domination of the ILWU.

In February, 1948, the WEA notified the union that the hiring hall setup was illegal under Taft-Hartley, and that to comply with the law the employers would henceforth appoint hiring hall dispatchers, control registration of longshoremen and elimination of preference by seniority in hiring. The WEA proposed early opening of negotiations for a new contract to replace the contract due to expire June 15.

Union reaction was first stop-work meetings up and down the coast, then a longshore caucus convened in early March. Some delegates urged caution because of the temper of the times, the employers' apparent new-found strength and doubts about the unity of the membership, particularly the new men who had come into the union during the war, and concern that a dock strike might be considered "unpatriotic," sabotaging the Marshall Plan, etc. Even Bridges told the delegates that the employers had made it clear they intended to take back substantial gains the union had made since the 1930s, and said, "I am not looking for trouble, I think we will get enough trouble this year without looking for it. And I can't see any other way out of it for my part."

After long debate, the delegates authorized the Coast Negotiating Committee to meet with the employers to explore possibilities for productive early negotiations, but to make it clear that the union would insist on retaining the hiring hall and would demand a six-hour day with no loss of pay, joint bargaining with other maritime unions, and reduction in hours to qualify for vacations.

The union demands were flatly rejected by the WEA, which insisted nothing could be discussed until there was an agreement to change the hiring hall system -- no more joint control and no more union-elected dispatchers. In late March, the coast committee informed the locals that "We have concluded that the employers' answer leaves little room for doubt that they intend sweeping changes in the hiring hall which, if successful, would leave us with the pre-1934 fink halls, or ... the pre-1934 shape-up."

A longshore caucus was reconvened April 8, with delegates from maritime unions (Cooks and Stewards, Firemen, Engineers and National Maritime Union) joining ILWU delegates. ILWU delegates reported the ranks were solid and understood the issues and were ready to unite to defend the hiring hall and win some economic gains. After substantial debate, the delegates approved a "bedrock" program of defense of the hiring hall and closed shop, guaranteed paid vacations, right of individual longshoremen to quit work, a four hour guarantee on call-out, establishment of an eight-hour day, a substantial wage increase, defense of ILWU jurisdiction, inclusion of recommendations of the longshore safety commission into the contract, and a two-year contract. At the conclusion of the caucus, Bridges emphasized the need for a united membership, and said, "We are being forced to fight. And as long as our position is that, and we understand it that way, let's work up a little steam around here, and let's get some zip into this thing." The caucus ordered a vote on striking over the demands. The vote in early May was 90% yes.
On June 6, President Truman appointed a “Board of Inquiry” which shortly (after a two-day hearing) confirmed that a longshore strike posed a national emergency. On June 14, (the day before the strike deadline) Federal Judge George Harris issued a twenty-day temporary injunction. In a last ditch effort, the union proposed court determination of hiring hall issues and arbitration of the economic demands. The WEA said “NO.”

On July 2, George Harris issued an eighty-day Taft-Hartley “cooling-off” injunction. Union attorneys warned the judge and employers that rather than cooling off, the injunction would mean “warming up” for the “toughest strike in waterfront history.”

In negotiation meetings during July there was no progress. Bridges informed the locals that “so long as the shipowners have the protection of the injunction which prevents … a strike, they will make no concessions …” The WEA carried on a publicity campaign aimed at splitting the rank and file and gaining public support. The employer campaign included direct mail to union members, rumors that union supporters would be blacklisted, and radio and newspaper charges that the union leaders were Communists. The locals set up picketing schedules and other preparations for a strike starting at 12:01 a.m., September 2.

On August 10, the WEA submitted its “last offer,” which per Taft-Hartley was subject to a secret ballot vote of union members. The offer was for a five-cent wage increase in exchange for elimination of vacations, exclusion of supercargoes, clerks and walking bosses from the contract, a nine-hour work shift and reduction in overtime pay, and no more hiring hall (employer control of registration and hiring). Also no more union officials visiting the docks unless with an employer representative.

In the longshore caucus in late August, the employer proposal was characterized as “phony” and strike plans were confirmed.

Voting on the “final offer was scheduled for August 30-31 and the NLRB set up voting places in every port on the coast -- with notices, pencils, ballot boxes and thousands of ballots. During the two days the polls were open and manned, not a single one of the 26,695 eligible voters even appeared to vote and the official labor board report was full of zeroes. This amazing show of solidarity and discipline startled the employers, as well as the whole country. It was unique in American union history.

The union leadership felt that the 100% election boycott demonstrated rank-and-file solidarity as never before, and the employer propaganda would not change that.

Lou Goldblatt, who was in Hawaii for sugar negotiations, told me in late August that he thought Bridges was drifting into a strike without an issue which would rally prolonged member support. But that changed dramatically. In a caucus of the employer negotiation committee on the evening of September 1 (drinks and dinner at the Pacific Union Club), Foisie and Harrison convinced the employer committee that the key to victory was removal of the union leadership. The WEA withdrew all settlement offers and announced that they would no longer bargain with the ILWU because its leaders were Communists, and demanded Bridges and others sign non-Communist affidavits or resign. Now there was not only an issue which would unify the union, but an issue that looked impossible to resolve.
On September 2, wires went to all locals: “WE'RE READY TO ROLL. GIVE 'EM HELL.”

In early September, a coastwide vote by longshoremen and clerks resulted in 94% voting to instruct the leadership not to sign non-Communist affidavits, and 96% to reject the employer offer of August 10 (in case anyone had missed the August 30-31 message). The union did offer to have its negotiating committee resign, to be replaced by a rank-and-file elected committee, but the WEA rejected that.

During September and October, the employers refused to resume bargaining and carried on a continuing publicity campaign. On October 1 and again on October 4, the WEA and the [Pacific American Shipowners Association] ran full-page ads with a large picture at the top showing Bridges and USSR Foreign Minister Molotov hoisting cocktails, with a text including: “As long as the Communist Party line leadership remains in control, peace on the West Coast waterfront is directly and irrevocably tied to the same forces … [and] … will continue to disrupt and block every attempt to achieve peace on the West Coast waterfront.”

The union countered with an ad revealing that the Bridges/Molotov picture was at a UN reception in 1945, and adding a picture of [American President Lines] president Henry Grady with Molotov at the same party. The ad also had a list of other San Francisco attendees, which looked more like a social register than a list of red sympathizers.

By the end of October, some of the large West Coast shipowners decided that the Foisie/Harrison strategy was a loser. Led by Randolph (Joe) Sevier (who had been en route by ship from Honolulu to S.F. when the strike started, from job as president of Castle and Cooke to president of Matson), supported by PFEL CEO T. E. Cuffe, the shipowners took control and initiated steps to have the WEA step aside and to arrange for resumption of bargaining. The most important change in approach was for the shipowners to control negotiations, and control of relationships with the union. They reorganized the employer negotiating committee and arranged for Frank Foisie to take a world tour.

With the help of Al Roth a plan was worked out to have a non-WEA person as spokesman for a reorganized employer negotiating committee, and for like substitution on the union side. Al Roth went to Washington and met with CIO president Phil Murray, who arranged for Alan Haywood, former United Mine Workers officer, and R. J. Thomas, former president of UAW (before Reuther), to take Bridges' place as union spokesman. (I think there must have been a backdoor agreement by Bridges to this.) Jim Blaisdell and I were asked to come to San Francisco to help. At a meeting at the Bohemian Club with some of the shipping company presidents, I was asked to be the employer spokesman. I resisted, arguing that Blaisdell would be better, and that sugar and upcoming pineapple negotiations, and other things, needed my presence in Hawaii. Within a few days I agreed to be the spokesman, with out-of-the-room assistance from Blaisdell, and I was assured that the employers would cooperate in an attempt to establish a new relationship with the union and a substantial revision of the contract, so that the contract terms would govern what happened (and did not happen) on the docks -- instead of arbitration precedents, hip pocket rules and job actions.
Before I left San Francisco, I met with Bridges and also took Joe Sevier to Bridges’ residence in order to get them acquainted.

I made arrangements for a month’s absence from Hawaii and returned to San Francisco November 9 for meetings with the new employers committee and preparations for negotiations.

Negotiations were resumed November 11, with the first meeting being in the San Francisco Board of Supervisors’ chambers. I remember sitting in one of those big chairs while across from me were Haywood and Thomas. Because more and more longshoremen wanted to sit in (having little to do since they were on strike) we soon moved to the auditorium of the Veterans Memorial Building.

I had stressed the importance of not having any side conversations (or even speaking during negotiations, unless pre-arranged) by members of the employers’ committee with any union representatives and they agreed. But almost immediately I learned that some employers had talked to Haywood and Thomas (probably innocently and not about issues). After discussion about the dangers of this, and a recognition that Haywood and Thomas were only fronting for the union, the employers stopped side talks. And they recognized that any deal would have to be with Bridges. They agreed that Blaisdell and I could meet off-the-record with Bridges to try to program negotiation progress.

We had daily long negotiation meetings, with a few caucuses, and Blaisdell and I met into the evenings with the employer committee, which became dubbed “Dwight’s Sweetness and Light Choir.” By November 18, we had a general agreement to do away with arbitration awards, stop-work-imposed precedents, and hip pocket rules, and to rewrite the contract so its provisions would control. And to eliminate, or at least minimize, quickie work stoppages. The union was agreeable to giving up the use of work stoppages to win concessions, while reserving the individual’s right to refuse to work under unsafe conditions. There was agreement to try to completely revise the grievance system, aiming at preventing disputes and expediting settlement of the few expected to occur, including on-the-spot determinations by area arbitrators who would be on twenty-four-hour call at each port (which became known as “instant arbitration”).

A complete settlement for both longshore and clerks contracts was reached at the end of a long session on Thanksgiving Day, November 25. (It was a nice coincidence that we started Armistice Day and ended with Thanksgiving, a short gestation period for the New Look.) The ILWU had agreed not to return to work until settlements were reached for all of the maritime unions. That was done in ten days and the strikers resumed work December 6, after being on the bricks for ninety-five days.

The new contract completely rewrote the grievance provisions, with strengthened arbitration machinery, to minimize disputes and expedite their resolution. A coast arbitrator was to be elected by the parties, a position that Sam Kagel accepted December 20, after he negotiated terms with the parties. The union agreed to tightened no-strike, no-work-stoppage language, and agreed that on-the-job actions would not be used to try to win concessions. The hiring hall with union dispatcher and preference of employment was continued, although the employers gained some right to call on key men and special gangs. Important agreed-on holdings of prior arbitration awards were codified into the contract, and it was agreed that none of the over two hundred arbitration awards would henceforth be
used as precedents for interpretation of the contract, nor as establishing any rights outside the contract. Past practices and “hip pocket rules” were interred. Safety language was written into the contract, with limitations on the right of men to refuse to work because of health and safety concerns.

Longshoremen got a fifteen-cent raise and improved vacation provisions. The employers agreed to consider pensions in future negotiations. The straight time shift was six hours, with a nine-hour maximum shift.

Clerks won their own coastwide agreement, with port supplements to be negotiated, and walking bosses won de facto recognition in Oregon and California.

Colonel John Kilpatrick of [American President Lines], chairman of the employer negotiation committee, announced the settlement late on November 11 at the San Francisco City Hall, saying, “Gentlemen, there is going to be a new look. We who represent the employers are here with a new contract, a new outlook and a desire and determination to negotiate fair and workable agreements.”

PACIFIC COAST LONGSHORE ARBITRATOR (1948)

In 1948 the ILWU and PMA in settling that strike created a new grievance procedure. The parties agreed to have Area Arbitrators in Seattle, Portland, San Francisco and San Pedro. And it was agreed that two of such arbitrators would be from the ranks of the ILWU and two from the ranks of the Employers. Additionally, they agreed to having a Coastwide Arbitrator and I was appointed to that position in 1948. I acted as the Coastwide Arbitrator until January 31, 2003.

1971 STRIKE

Twenty three years elapsed since the 1948 strike. By 1970 the characteristics of the Longshore and Clerks workforce had completely changed. There were probably no members of that workforce who had been engaged in the 1934 or 1936 strike. There may have been a few who were part of the 1948 strike.

The make up of the Longshore and Clerks workforce in 1970 recognized respected and accepted Bridges as the International President of the Union but differed from him on the issue of calling a 1971 strike. Bridges was opposed to the strike, the membership of the Union, however, voted for a strike and went on strike.
At that time I was still functioning as the Coast Arbitrator who had been appointed as such in 1948. One day I received a telephone call from Ed Flynn, who was then the President of the Pacific Maritime Association, in which he complained to me that he was trying to arrange a meeting with Bridges for the purpose of negotiating an end to the 1971 strike and that he had been unsuccessful in that effort and would I help get Bridges to a meeting.

I then proceeded to make contact with Bridges. When I did, I explained to him that PMA wanted a meeting with the Union and Bridges response to me was “Fuck ‘em.” I was taken aback by that comment and so I said, “Fuck who? The Employers?.” He said, “No, my Members” and then went on to say they wanted a strike, they’ve got one. Well, in any case, I urged him to get a hold of Flynn and arrange a meeting which he did.

At that point in time, Flynn and Bridges asked me to act as a mediator, not as a Coast Arbitrator but as a mediator. I agreed to do so. By that time, the strike was 100 days old or perhaps a few more days than that.

I had been engaged since 1945 extensively in both arbitration and mediation. In mediation it was my technique to ascertain on the Union and Employer side one or two persons that I could work with in suggesting a possible solution of a disputed matter and I would use those persons to help me in selling such acceptable conclusion to their respective full committees.

It was my hope that I could work in such a manner with Bridges so far as the Union was concerned. As it turned out, that was not the case. It was Jimmy Herman, who at that time was the President of the Clerks Union, who was my point person with the Union Committee. On the Employers side, my helper was Ed Flynn.

We mediated for a period of 6 or 7 days and nights and came to a conclusion on most of the issues then in dispute. I was instructed to announce the end of the strike on a certain day, as I recall around noon time. But before I did so, I spoke with Bridges and pointed out to him that there were some remaining issues which had not been settled upon, namely, issues involving steady men...
in Southern California. Bridges’ response was that I should announce the end of the strike and after that was done then I along with Rudy Rubio, who was at that time the Vice President of the International Union, should contact the PMA representatives and work out a settlement or agreement of those remaining issues. That is what was done. So, in effect, the strike ended with these remaining issues still unresolved but they were resolved after the strike ended.

PERSONS

During my activities I met and worked with many persons. I make note of some of them.

PAUL ST. SURE

Paul St. Sure became an attorney and in 1924 he worked in the District Attorney’s Office of Alameda County between 1924 and 1929. During that period, Earl Warren, who later was appointed to the United States Supreme Court, was the District Attorney for Alameda County.

When St. Sure left the D.A.’s office in 1929, he went into private practice and started to represent Employers in collective bargaining.

In 1952, St. Sure became the President of the Pacific Maritime Association and during the period between 1929 and 1952 St. Sure was engaged in representing Employers concerned with collective bargaining. Some of those clients that he serviced included the California Processors and Growers Association, the Milk Products Manufacturing Association, the Pacific Gas and Electric Company, the Red River Lumber Company, and dozens of other Employers either in associations or individually. Thus, by the time St. Sure became President of PMA he had had twenty three years of experience in representing Employers in collective bargaining.

I met St. Sure in 1935. At that time, I had already been representing Unions since 1933. Many of those Unions had collective bargaining agreements with Employers some of whom were represented by St. Sure.

In those cases, I worked out an arrangement with St. Sure dealing with grievances filed by Employees of such Employers that when a grievance was filed I would get a copy of the grievance
and would investigate the charges made by the individual Employee. I would then transmit that information to St. Sure who then would check out the grievance from the Employer’s point of view. When he had done that, St. Sure and myself would meet and go over the information we had obtained from each of the parties that we represented and, in practically all such case, we came to a conclusion of what we thought should be done with that grievance, should the relief sought by the grievance be granted or denied. After we would come to a joint conclusion, each of us would then confer with our own Parties. St. Sure with his Employer and me with my Union. If we found that there was an agreement with our conclusion, the grievance would be settled accordingly. We did this in many cases and we never once found it necessary to arbitrate a grievance.

During this process, I became very well acquainted with St. Sure. He was a man who accepted collective bargaining as being the proper method in which Employers and Unions could and should develop a relationship.

In 1935 I became involved with St. Sure in the Santa Cruz Packing Case. That was a case in which the Warehousemens Union was seeking to organize the Warehousemen working for the Santa Cruz Packing Company. The Union filed charges against the Company under the terms of the Wagner Act which had just been passed. George Creel who had been a propagandist for the United States government in World War I was appointed as the Director of that Agency in San Francisco. It was determined that the Santa Cruz Packing Case should go to arbitration because, at that point in time, St. Sure on behalf of the Company was taking the position that the Company was not covered by the Act because, according to the Company and St. Sure, the Company did not have 50% of its product in interstate commerce. The Union disagreed.

The Arbitrator who was selected for that case was Roger Trayner who at that time was a Professor of Law at Boalt Hall the University of California Law School.

I appeared before Trayner representing the Warehousemens Union. I was not an attorney. At that time, one did not have to be an attorney to participate in the preliminary procedures provided for in the Act. After an appropriate arbitration hearing, Trayner decided that Santa Cruz Packing
Company was covered by the Act, that even though only 35% of its product was in interstate commerce, that it was enough to “affect” interstate commerce and, therefore, the company was covered by the Act.

St. Sure had represented the Company in the case before Trayner and after the adverse decision the Company decided to appeal Trayner’s decision through the courts. At that point in time, since I was not an attorney, the matter of all of the appeals through the courts were turned over to the attorneys for the Board. Over a period of time, the Santa Cruz Packing Case finally reached the United States Supreme Court. St. Sure told me then that he was going to appear before that Court to argue the Company’s position.

St. Sure did so. After he had appeared before the Court and came back to San Francisco he called me up and said that he did not think that the Company was going to win because of some of the questions that some of the Justices had asked during his oral presentation.

As it turned out, his guess was correct. The United States Supreme Court did decided that “affecting interstate commerce” did not require that 50% of a Company’s product had to be in interstate commerce in order to be covered by the Act. That case for many years was one of the leading cases taught in law schools relative to the definition of “affecting” interstate commerce.

Bridges worked closely with Paul St. Sure when St. Sure in 1952 became President of the Pacific Maritime Association and he launched what was called a “performance and conformance program.” The purpose of that program was to have both the Longshoremen and their Employers observe the terms of the contracts as written and stop creating “hip pocket” contracts which changed some of the provisions of the basic Agreement and therefore was in violation of that Agreement.

Bridges cooperated with St. Sure as to that program. At some time early in 1960, at the invitation of St. Sure, he, Bridges, and myself went to Southern California and met with the Union representatives and the Employer representatives in that area seeking to get them to accept the
"performance and conformance program." Our efforts were not too successful.

In the early '60s PMA and ILWU began discussions concerning the "mechanization and modernization" of longshoring. St. Sure was the leader of the Employers in this enterprise. Bridges accepted the concept of modernization on the condition that the jurisdiction of the ILWU would be protected.

Discussions between the Union and PMA took place over a period of two years and the Parties agreed to what has been referred to as the M and M Agreement, the Mechanization and Modernization Agreement.

Lincoln Fairley, in his book "Facing Mechanization the West Coast Longshore Plan", published in 1957, concluded as follows, "In the main, the new highly mechanized technology has been accepted, not alone because it appeared inevitable, but because they made the work easier. While the Longshoremen suffered a temporary setback due more to unanticipated developments than to the original design of the M and M plan, this was indeed only temporary. Now, more than 5 years after M and M ended, their membership has declined no one has been laid off, earnings have risen, and with a wage guarantee and a good pension plan west coast Longshoremen continue to enjoy a unique degree of lifetime security."

After the M and M Agreement ended, and at a time when containerization came into full usage on the West Coast, the leadership of Bridges and St. Sure resulted in additional provisions in the collective bargaining agreement providing for further security to the Longshoremen and Clerks adding terms involving improvement in severance pay, additional pensions, additional money for medical benefits. All of these improvements both in the original M and M Agreement and the Agreements that followed after containerization, were made without strikes.

I have often, in discussions with both the Union and PMA representatives, suggested and urged them to have in front of the PMA headquarters and the ILWU headquarters a bust of both Bridges and St. Sure; that but for the leadership of those two men, the peaceful change in the
method of delivering cargo by way of containers would not possibly have occurred; that it was their leadership that led to a peaceful resolution of a revolutionary change in the manner in which cargo was delivered by ship.

Paul St. Sure left PMA in 1965 and 25 days after his retirement on September 25, 1965, he died. After he died, Bridges’ statement concerning Paul St. Sure was, “Our union and the whole organized labor movement has lost a trusted friend Paul St. Sure never hesitated when it came to speaking for equal treatment for all men and women. He was a particularly eloquent defender of civil rights and a bitter critic of bigoted elements who sought to practice racial discrimination in any form. That he affirmed such beliefs while at the same time he so ably and honorably represented large and powerful management interests not only made him all the more effective in such matters but served to give us all a true measure of the man. For myself there is a profound feeling of sorrow at the loss of a staunch and trusted personal friend.”

WILLIAM (BILL) WARD

One of Bridges true supporters was Bill Ward. Ward’s father in 1933 became a member of the ILWU. Bill who was born in 1927 was in the Navy from 1948 to 1950. Bill then became a Marine Clerk and then transferred to the ILWU Longshore Local 13. Bill in 1963 became a Union Representative on the Coast Labor Relations Committee. Bill voted against the first M and M Agreement but changed his mind when he determined that “mechanized” changes were gong to and did change the work duties of a Longshoreman.

In 1957 and 1958, Ward was elected as a Business Agent for Local 13. In 1974, Bill was appointed to a National Committee putting together safety standards for marine terminals. Bill, upon his retirement, acts as the representative of retirees on the past and present (2002) Coast Negotiating Committee.

RANDOLPH MERIWEATHER AND TOM CROWLEY

Two of the many interesting persons I dealt with on the waterfront were Randolph
Meriweather and Tom Crowley.

One of the clients of the Pacific Coast Labor Bureau was the Marine Engineers Beneficial Association (MEBA), Local 97. Its office was next door to ours in the Ferry Building at the foot of Market Street in San Francisco. That union represented Engineers on the ferryboats as well as those boats operating between San Francisco and the Sacramento-San Joaquin Delta.

The head of the Union was Randolph Meriweather. Meri, as he was called, was a large-muscled man who spoke and acted straight-on. He sailed the world and also worked as a “gas skinner,” i.e., Chief Engineer on tugboats. (Tug operators were called gas skinners in those days for reasons I never explored; the name no doubt had something to do with the small, old-fashioned gasoline motors on the tugs.) In the 1930s, virtually every tugboat in the San Francisco Bay belonged to Tom Crowley.

Tom Crowley was a short, wiry Irishman who, according to the stories he told me, first started to amass some capital by rowing whaleboats out to English sailing vessels that came into the San Francisco Bay. Sailors on those vessels were forbidden to come ashore. Crowley would row out to the English ships for the ostensible purpose of taking grocery orders, but under the floorboards of his whaleboats he had whiskey which he sold to the sailors. With the profits of this business, he began his tugboat company.

Crowley, addressing the California Legislature at a hearing over a bill to regulate tugboat operations on the Bay, once said, “Gentlemen, there are only two people who are ever going to operate tugboats on the San Francisco Bay. They are Tom Crowley and God.”

Before the 1934 strike, Meriweather had worked for a time for Tom Crowley as a tugboat operator. Crowley enjoyed telling a story about the time Meri was hauling a raft of logs by tugboat from the San Francisco Bay to San Pedro. Meriweather was the only person on board. Off the coast of Santa Cruz, he felt hungry so he went to the food locker where all he found was a can of asparagus. There was no other food available. Crowley would later say, “Hey, I don't know why
Meriweather complained. After all, he had an ax and he could have opened that can of asparagus."

In 1936, a new agreement between the Marine Engineers Beneficial Association and Crowley had not been negotiated by the time the old contract expired. The Union called a strike. The Union's demands included a pay increase to $205 a month, a ten-hour day with one hour off for lunch, and eighty-five cents per hour overtime.

The strike had been going on for more than sixty days when Crowley suddenly called me up and said, "Get ahold of Meriweather and come down to my office. I'm ready to settle." When we walked into Crowley's office, he threw onto the desk a cigarette paper with typing on it. Crowley used to roll his own cigarettes. On this cigarette paper was typed "$205.00 a month, ten-hour day with one hour off for lunch, and 85 cents per hour overtime"; the document was dated February 29, 1936, and signed Thomas Crowley. I looked at this cigarette paper and Meriweather looked at it, and Meriweather said, "Well, what do I do?" I said, "What do you mean, what do I do? This is what you've been striking for. Sign it." Meriweather signed it. I still have that cigarette paper.

I asked Crowley, "How come you kept us out on strike all this time then agreed to what we wanted at the beginning of negotiations?" He said, "Well, I'll tell you. I own a ship repair operation in Alameda. My brother was a partner with me, but the only business we had over there came from my tugs, so I figured why should my brother be in that business and get any profit from it? I needed the strike in order to make a deal so I could buy out my brother." And that apparently was the reason for the 1936 strike of the MEBA against Crowley tugs.

Crowley used to invite me to lunch at his club in the Merchants Exchange Building. One day after lunch, we were walking down California Street to the waterfront. One of his assistants was with him, and as we were walking down the street, Crowley said to his assistant, "Say, you see that Buick across the street?"

"Yes."

"Do you see those horns sticking out in front?"
The assistant nodded and Crowley told him to go over and unscrew one. I said, "Wait a minute, are you going to tell this guy to go over there and unscrew that horn?" Crowley answered, "Hell, yes. Somebody did that to my car, so I don't see any reason why I shouldn't do it to someone else."

Crowley was notorious on the waterfront for very seldom buying any supplies. For example, when one of his tugs was docking one of the vessels, instead of the operator letting go of the ship's line, he would yell up to the sailor onboard the vessel to throw the line down. Thus Crowley acquired lines without paying for them. He was rumored to have done the same with bumpers.

Crowley was an extremely colorful person. I tried in later years to get him to write his experiences, but to no avail.

**Dwight Steele**

Steele after graduation from Boalt Hall Law School and then worked with San Francisco attorney Hart Clinton who represented the Warehouse Distributors Council. I became acquainted with Dwight during that period when I represented the Warehouse Union. When I became War Manpower Commissioner for Northern California, Dwight Steele was an Employer member of our Labor Management Committee and he was an Employer member of the Wage Stabilization Board during the Korean War.

During World War II, Steele was elected President of the Hawaiian Employers Council and served as such from 1946 until 1949. During that period he represented the Big 5 Companies Sugar and Pineapple Plantations. During that period he developed an excellent working relationship with the ILWU Union representatives Bridges, Jack Hall and Louis Goldblatt.

As I have noted in this book, Steele was brought to San Francisco by the ship owners during the 1948 strike and he made a major contribution to the settlement of that 3 month strike in creating a "new look" of the previous troubled relationship between the ship operators and the
When Steele left Hawaii and returned to San Francisco, he gave up his law practice and devoted all of his energies to the conservation movement and campaign to protect San Francisco Bay and Lake Tahoe.

Dwight became an acclaimed conservationist and was named as one of the “urban legends” among Bay Area conservationists by the Sierra Magazine in 2000. He was also named as co-winner of the 2002 Chevron-Texaco Conservation Award.

Steele died on July 11, 2002 at the age of 88.

“HARPOON” LOUIE BUTIER

Harpoon Louie's was a saloon on the corner of Battery and Clay run by a big Yugoslavian named Louie Butier. Most of the representatives of both the Employers and the Unions knew that Harpoon Louie's was the place to find somebody when you had something to talk about. If you went down there to talk business, you would go off to a table away from the bar so you didn't mix up your business with your drinking. At the same time, there might be ten or twelve guys lined up at the bar playing liars' dice.

Harpoon lived near the Claremont Hotel in Oakland. He had been a bartender in Oakland but he got in some woman trouble so he came over to San Francisco and opened his own bar. This was during Prohibition and he used to make whiskey down in the basement. At the end of Prohibition, he was able to get what I'm told was the number one liquor license in San Francisco.

The reason Louie was called “Harpoon” was that he was extremely adept at playing dice. In every bar, in those days, people used to shake dice either for money or for drinks. Louie could put dice in the cup and nine times out of ten call the numbers before he turned the cup over. Those of us who knew him well never played dice with him because we knew we would get “harpooned.”

Harpoon ran the bar by himself and would close up around midnight. Since I lived across the Bay at the time, many nights I would pick him up and take him home. Before he left the bar, he
changed into very good, expensive clothes. In fact, I was at the bar a number of times when salesmen would come with clothing samples and he would pick out what he wanted. He also had a thing for hats. One time he invited me into his house where he showed me a closet that must have held fifty hats.

Louie used to hire guys to clean up the place and paid them in booze. A great deal of the produce and meat that Louie dispensed he didn't pay for. Sales persons and friends of his would drop it off. He absolutely made, so far as I'm concerned, the best pot roast in creation. There was a little kitchen behind the bar. He only cooked two things -- steak and pot roast. If you wanted a steak, he would heat up a great big iron skillet then just slap it on there. Nothing fancy, but it was fantastic food. He had a huge piece of pot roast cooking all the time. The longer pot roast cooks, you know, the better it tastes. With Louie, you never knew how many days a piece of meat had been cooking but it all tasted fantastic.

When I passed the state bar in 1948, Louie threw a big party for me. He was in his seventies by then. Al Lorenzetti, the number two man with the Janitors Union, and Bill Storie, head of the San Francisco Employers Council, planned the event. Other people who attended the party were George Hardy, head of the Janitors Union, Jack Goldberger who had organized the newspaper drivers, Wendell Phillips of the Bakery Wagon Drivers Union, Judge McCarty, John Bristol of the Employers Council, and Jack Shelley who might have been a Congressman by that time. George Bahrs, chief counsel for the employers, was there, as were Charles Roth who had been with the employment service and my first assistant when I was War Manpower Commissioner; my cousin's husband Sam Ladar; Eugene Bitler who headed up the San Francisco Newspaper Employers; and Bill Hearn of the Bakery Employers Association.

**BENIAMINO (BENNY) BUFANO’S BOALT BEAR**

One of my classmates at Boalt was Martin Borden who was, in my opinion, the most competent and intelligent of all of my classmates. Martin at the time and through law school was
suffering from a kidney disease which, at that time, was incurable.

After my class graduated and we took the bar examination, Marty also took the bar, passed the bar and thereafter died. As an alumni, I contacted a number of my classmates and we determined that we would like to get something into Boalt Hall in memory of Marty Borden.

During my work on the waterfront, I became personally very familiar with Benny Bufano who had a reputation internationally of being an extraordinarily great sculpture and creator of mosaics. I suggested to my classmates that we should seek from Bufano a small California bear which would then be placed in Boalt Hall in memory of Marty Borden. This was agreed to and accordingly I made contact with Bufano.

He agreed that he would provide a California bear. The cost was $350 which was paid to him. He made the bear and the next question was to get it onto the campus and into Boalt Hall.

At that point in time we became aware that there could be no showing of any sculpture of any kind on the Campus unless it had been approved by the Board of Regents. Accordingly, an application was made to the Board of Regents to have Benny’s Bear placed in Boalt Hall.

No action was taken by the Board of Regents for a long period of time. What turned up after inquiry was that one member of the Board of Regents, namely John Francis Neylen, was opposed to anything Buffano created. So, what was Neylen’s difficulty with reference to Buffano? It turned out that Neylen knew of Buffano’s action when the United States entered into World War I, namely, cutting off his trigger finger and sending it to President Wilson. While I understood that that event was not pleasing to Neylen, it was difficult for me to understand why Buffano, an internationally recognized sculpture could not have his work displayed at Boalt Hall.

Accordingly, on a particular day at Boalt where I was teaching, I talked with Professor Barbara Armstrong about the problem and we both then approached Dean Prosser and asked him to contact the Board of Regents to obtain permission for Benny’s Bear to be displayed in Boalt.

Prosser agreed, took what ever action he had to take and did get permission from the Board
of Regents. So, at that point, Buffano's Bear was placed upon a pedestal, which incidentally cost the Board of Regents $1,500, and the bear then was placed in Boalt Hall.

At the time that the Bear was placed in Boalt, we arranged for an unveiling of the Bear. So, on a particular Saturday, the Bear is now in Boalt Hall, we covered it with a sheet and we invited Buffano to come to Boalt Hall, which he did, and he was the one who uncovered the Bear. The Bear of course remains today in Boalt Hall and I understand is accepted by the Boalt students as if it had always been a part of the school.

CONTINUUM

It is now January 2003 and I am still arbitrating and mediating with only one exception. As already noted I was appointed Coast Arbitrator by PMA and ILWU in 1948. Now in 2003, 54 years later I vacated that position on January 31, 2003. The Coast Arbitrator now will be John Kagel who I nominated for the position.
ACKNOWLEDGMENT

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<td>1968 SF Newspaper Strike</td>
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