

National Academy of Arbitrators  
HISTORY COMMITTEE INTERVIEW

Sam Kagel

Interviewed by John Kagel

July 2005

INTERVIEW WITH SAM KAGEL, INTERVIEWEE  
BY JOHN KAGEL, INTERVIEWER  
JULY 2, 2005

**JOHN KAGEL:** THIS IS AN INTERVIEW WITH SAM KAGEL ON JULY 2ND, 2005. INTERVIEWER IS JOHN KAGEL. SAM KAGEL HAS BEEN INVOLVED IN LABOR RELATIONS SINCE 1929 AND RETIRED ABOUT THREE WEEKS AGO AS AN ARBITRATOR. SAM'S BACKGROUND IS FOUND IN THE ATTACHED MEMOIR THAT HE WROTE WHICH LAYS OUT MUCH OF HIS BACKGROUND AND HISTORY IN LABOR RELATIONS, PARTICULARLY FROM THE PERIOD 1929 THROUGH 1945, BUT THEN, OF COURSE, BEYOND THAT.

IN TERMS OF ARBITRATION, SAM HAS BEEN ARBITRATING SINCE 1945, WAS THE COAST ARBITRATOR FOR THE WEST COAST LONGSHORE INDUSTRY FROM 1948 THROUGH 2003; WAS THE ARBITRATOR FOR THE CANNING INDUSTRY IN CALIFORNIA FOR AT LEAST TWO DECADES; WAS INVOLVED IN THE PAPER AND PULP INDUSTRY ESSENTIALLY AS ONE OF THE TWO ARBITRATORS FROM 1965; WAS THE FIRST AND ONLY LADY GARMENT WORKER UMPIRE IN THE BAY AREA FROM 1945 TO THE PRESENT. AND, ALL DURING THAT PERIOD OF TIME, HE WAS MEDIATING DISPUTES THAT AROSE IN THE BAY AREA AND THROUGHOUT THE NATION INCLUDING THE NATIONAL FOOTBALL LEAGUE AND NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION STRIKE IN 1982.

SAM, YOU'VE BEEN ARBITRATING MORE THAN ANYBODY OR AS ABOUT AS MUCH AS ANYBODY. TELL US WHAT YOU THINK THE HIGHLIGHT OF YOUR ARBITRATION CAREER MAY HAVE BEEN.

**SAM KAGEL:** Well, I think it was my association with the Longshore Industry.

**JOHN KAGEL:** WHY?

**SAM KAGEL:** Well, I was the Pacific Coast arbitrator for the Longshore Industry from -- the year, I can't remember exactly.

**JOHN KAGEL:** NINETEEN FORTY-EIGHT.

ALL RIGHT, SAM, LOOKING BACK AT 75 YEARS OF LABOR RELATIONS EXPERIENCE, BOTH AS A UNION ADVOCATE AND AS A NEUTRAL, WHAT WOULD YOU LIKE TO TALK ABOUT?

**SAM KAGEL:** I'd like to talk about specifically the years that I served as a neutral. And, I would say I commenced doing that specifically around --

**JOHN KAGEL:** [INTERRUPTING] NINETEEN FORTY-FIVE.

**SAM KAGEL:** (Continuing) -- 1945. When I was appointed as the arbitrator in the --

**JOHN KAGEL:** [INTERRUPTING] LADIES GARMENT.

**SAM KAGEL:** (Continuing) -- in the ladies garment industry. And from there, I was appointed from time to time as a neutral in many industries, which included football, groceries, retail sales, and many other branches of industry where labor arbitration either was ongoing or was first started out.

**JOHN KAGEL:** DURING THAT PERIOD OF TIME, DID YOU SEE THE ARBITRATION PROCESS CHANGE?

**SAM KAGEL:** Yes. I saw it change in several respects. Primarily, it was a change whereby arbitration starting with a single employer would gain rapidly -- an arbitrator in total number of employers affected by my services.

**JOHN KAGEL:** HOW ABOUT THE PRESENTATION OF ARBITRATIONS? DID THEY CHANGE OVER TIME?

**SAM KAGEL:** Not necessarily. Most of the time, the arbitration process was followed and it was generally -- consisted of industry accepting arbitration as a means of settling their differences when differences were committed to being settled by arbitration and not by other devices, which meant that actual differences involving strikes or lockouts were abandoned. And, in its place, the parties who accepted arbitration, accepted on a basis that for a period of time, whatever that turned out to be, was committed to settling their differences when they finally existed by a means of arbitration, which in itself meant that it was a peaceful settlement. It was not necessarily a process of settling only a portion of a dispute between employers and unions.

**JOHN KAGEL:** SOME CRITICS HAVE SAID THAT THE LAWYERS HAVE TAKEN OVER ARBITRATION. NOW, YOU WERE A LAWYER DURING MOST, IF NOT ALL, OF YOUR ARBITRATION CAREER AS A NEUTRAL. HAVE YOU SEEN

THAT THIS IS A TREND OR A TREND TOWARD THE END OF YOUR CAREER THAT WAS TROUBLING TO YOU AT ALL?

**SAM KAGEL:** No. It was not troubling to me because it was not an end. It was in many instances a beginning where employers and unions who had differences between themselves agreed by an agreement that they would use arbitration when differences could not be settled otherwise exclusively by using arbitration for settlement purposes.

**JOHN KAGEL:** YOU WERE AN ADVOCATE OF ATTEMPTING TO HELP THE PARTIES COME UP WITH DIFFERENT WAYS TO ARBITRATE SO THAT THEY WOULD ARBITRATE IN A TIMELY MANNER AND IN AN EFFICIENT MANNER. DO YOU WANT TO DESCRIBE SOME OF THOSE PROCESSES? I KNOW THAT YOU DID IT IN THE CANNING INDUSTRY, FOR EXAMPLE.

**SAM KAGEL:** Yes. In many instances where disputes had been brought to a conclusion, otherwise that by arbitrating, which meant that both parties would agree in advance to submit whatever their differences might have been or were in effect at that time to arbitration, which provided that it would be submitted for the settlement between all of the participants in the process through arbitration as a final step.

In many instances, the final process of submitting all the disputes of any kind between employers and unions was submitted to a final and binding arbitration. In some instances, that process took place over a period of years. But when it was finally concluded, it became a method of settling the grievances between employers and the unions.

**JOHN KAGEL:** WELL, THAT PRETTY MUCH DESCRIBES WHAT ARBITRATION IS SUPPOSED TO ACHIEVE. BUT, MY RECOLLECTION IS THAT YOU MADE SUGGESTIONS TO PARTIES AS TO HOW TO SPEED UP THEIR PROCESS SO THAT THEY COULD DO IT IN A TIMELY AND EFFICIENT WAY. IS THAT CORRECT?

**SAM KAGEL:** That is correct.

**JOHN KAGEL:** WERE YOU A BIG ADVOCATE OF MEDIATING DURING AN ARIBTRATION -- GRIEVANCE ARBITRATION CASE?

**SAM KAGEL:** Yes. In many cases, I would introduce the parties to the arbitration process; make clear to them that the arbitrator had full and complete authority to decide the settlement of their differences. But prior to introducing that

aspect of arbitration, I would engage both parties in an informal discussion concerning their respective views and would then present their interpretation of what that meant. When I found that the gap between the formal arbitration process leading to a settlement, I would then cut the discussion short and they would directly through the point where I would insist that the parties agree to arbitration at the final outcome of their disputes.

**JOHN KAGEL:** WHAT PERCENTAGE OF THE TIME DO YOU THINK THAT WORKED?

**SAM KAGEL:** In my own opinion, it worked most of the time.

**JOHN KAGEL:** WELL, I DO YOU RECALL YOU WROTE A LOT OF OPINIONS. SO APPARENTLY IT DIDN'T WORK ALL THE TIME. IS THAT RIGHT?

**SAM KAGEL:** No; that's not right. Because even where the parties could not finally agree, I always reserved my authority to write an opinion which would direct the parties to a final outcome of their disputes. That was the reason in a lot of the cases I would actually write an opinion. Because in the opinion, I would indicate what the differences were between the parties and how they finally - how, finally, the arbitrator resolved the issue. And at that point, my opinions would conclude with a statement of what the settlement should be. I made that settlement my decision.

**JOHN KAGEL:** YOU WERE A -- FOUND A PRACTICE IN NORTHERN CALIFORNIA WHEN YOU BEGAN ARBITRATING OF TRANSCRIPTS BEING TAKEN OF THE CASES. AND, THAT HAS CONTINUED THROUGHOUT THE PERIOD OF TIME. I'VE HEARD YOU GIVE SPEECHES ABOUT THIS. YOU'RE A BIG ADVOCATE OF TRANSCRIPTS IN THESE CASES, AREN'T YOU?

**SAM KAGEL:** Oh yeah. A complete advocate of transcripts in all cases where I finally concluded that in order for the parties to express themselves, they would have to do it with a record. And for that reason, the transcripts became very important because they would be benched upon the transcripts as they were finally produced by reporters. That became the basis for my decisions when I got to the point where I would write out and state to what the outcome of the hearing was.

**JOHN KAGEL:** WELL, DID YOU RUN INTO, FROM TIME TO TIME, PEOPLE WHO WANTED TO SAVE MONEY OR OTHERWISE NOT HAVE A RECORD? WOULD YOU CONTINUE TO ARBITRATE IN THOSE SITUATIONS?

**SAM KAGEL:** Yes. I did run into many situations where that did occur. And in those instances, unless the parties committed themselves to accepting the results of the arbitrator, I would not complete the process of having the parties simply express their views.

**JOHN KAGEL:** BEFORE WE CONCLUDE THIS FIRST SESSION, I'D LIKE TO HEAR HOW YOU GOT INTO ARBITRATION. I GUESS YOU'D HAVE TO START WITH YOUR STUDENT BASE BACK AT THE UNIVERSITY OF CALIFORNIA; IS THAT RIGHT?

**SAM KAGEL:** That is correct.

**JOHN KAGEL:** WELL, TELL US WHAT HAPPENED, PLEASE.

**SAM KAGEL:** Well, when I finally graduated from the University of California at Berkley, in 1929, uh, I always had in mind of going into the economics. And from there, hopefully, becoming an independent arbitrator of the disputes between employers and the unions.

**JOHN KAGEL:** WHAT DID YOU KNOW ABOUT ARBITRATION AT THAT TIME? HOW -- WAS IT USED A LOT? WERE YOU ONLY INTERESTED IN LABOR MANAGEMENT OR IN OTHER KINDS OF DISPUTES AS WELL?

**SAM KAGEL:** The use of arbitration up to that point between contending parties was not the normal procedure. But, it was one of my hopes that I would be introducing that system itself.

**JOHN KAGEL:** AND THE HALLMARK OF IT WAS A DECIDER SELECTED BY THE PARTIES TO MAKE THE DECISION; IS THAT RIGHT?

**SAM KAGEL:** That's correct.

**JOHN KAGEL:** WELL, THEN YOU GOT SIDETRACKED ALONG THE WAY. IS THAT WHAT HAPPENED?

**SAM KAGEL:** Well, I didn't become sidetracked by, as a result of the practice of the parties. But, I did become sidetracked by knowing that that type of settlement was not normally -- being reached by groups of workers that were at that particular time being organized into unions and also understanding that it was employers who were resisting the organization of their employees into unions.

**JOHN KAGEL:** SO YOU WERE AT THE UNIVERSITY AND YOU DECIDED TO GO INTO GRADUATE SCHOOL. THAT'S MY UNDERSTAND WHAT HAPPENED.

**SAM KAGEL:** I did decide at that time to go into graduate school. What happened was that Professor Felix Flugal, for whom I had been a reader of his course for the prior couple of years, called my attention to the fact that he was proposing and suggesting to me that I should go into graduate school at the economics department with the idea of becoming a candidate as a professor of economics at some school, two years hence. And I accepted that because the alternative was to go to law school immediately. But, the practice in the law departments of various firms in San Francisco, particularly, was not very encouraging. Many of those offices, the resulting lawyers were confronted by the fact that they could not that they could not hope to receive substantial experience to result in perhaps continuing work as an attorney in their particular firms. In short, the result of the major events of what was occurring in the economics department or economics section of the United States was very troublesome, and I was very concerned about how it was going to end. You have to understand that in 1929, the economic condition the United States was at a very low point and that we had at that time millions of unemployed persons who had been dismissed from their respective jobs. And, the whole economic process at that point in time was very troublesome. The result was that I started to look for some other way of trying to avoid that troublesome time. And, I did succeed in doing so by deciding not to join other persons who were looking for and did obtain positions with other government agencies within the 1929 area.

**JOHN KAGEL:** Going to side 2 here.

[Tape 1, Side A ended at this point and Side B commenced.]

**JOHN KAGEL:** AFTER YOU LEFT GRADUATE SCHOOL, YOU WENT ON TO REPRESENT UNIONS. BUT, I UNDERSTOOD THAT YOU HAD BEEN INTERESTED IN DISPUTE RESOLUTION WHILE YOU WERE DOING THE GRADUATE SCHOOL WORK.

**SAM KAGEL:** That's correct.

**JOHN KAGEL:** WHAT DID YOU DO DURING THAT TIME TO DEVELOP THAT INTEREST?

**SAM KAGEL:** Well, I kept track of what was generally happening within the labor management area. And finally, I reached the point in terms of my own education that I had developed a greater interest in the union point of view on

various disputes that I had reviewed during that period. The result was that when there appeared in the South Hall, which was the Economics Department, I noticed from a person identified as the Director of the Pacific Coast Labor Bureau asking for candidates with economics background to be interviewed for the purpose of becoming employees of the Pacific Coast Labor Bureau. I immediately went to San Francisco and interviewed Mr. Henry Menikow. I accepted that employment on several conditions. One was that during my tenure of employment with the Bureau, I could resign at any time I wanted to. And number two, that I was making no commitments for any particular period of employment by the Bureau period. As it turned out, I then worked for the Bureau for -- between 1920 -- what ... huh?

**JOHN KAGEL:** THIRTY-ONE?

**SAM KAGEL:** For a period -- of 1931, uh, until the outbreak of World War II. It was at that time that a major change was made in my career. For the previous ten years, I was working exclusively for unions representing their positions, both in general discussions or in arbitration procedures.

**JOHN KAGEL:** A LOT OF THOSE ARBITRATIONS WERE INTEREST ARBITRATIONS; IS THAT RIGHT?

**SAM KAGEL:** Correct. A great many of them that existed at that time had to do with what wages would be paid, what other formal conditions would be in existence.

**JOHN KAGEL:** WHO WERE THE ARBITRATORS OF THOSE DISPUTES AT THAT TIME? THEY WEREN'T FULL-TIME ARBITRATORS, WERE THEY?

**SAM KAGEL:** No. They were not full-time arbitrators. And frankly, most of them were from either the east coast or the -- and I did not know them or their records prior to my becoming an arbitrator.

**JOHN KAGEL:** DO YOU REMEMBER ANY OF THEM?

**SAM KAGEL:** Yes. I remember that at that time, Clark Kerr was one of the arbitrators at that time. But, I did not pay much attention to who previous arbitrators were.

**JOHN KAGEL:** WELL, YOU HAD TO PITCH THE CASE TO THEM, DIDN'T YOU?

**SAM KAGEL:** No.

**JOHN KAGEL:** WOULDN'T THAT MAKE ANY DIFFERENCE WHO THEY WERE AND WHAT THEIR INCLINATIONS MAY HAVE BEEN?

**SAM KAGEL:** No. Because there were very few arbitrations, as such, being held over that period of time. Most of the situations where there was a relationship between the management

**JOHN KAGEL:** SO AT THE OUTBREAK OF WORLD WAR II, WHAT HAPPENED TO YOUR CAREER AT THAT TIME?

**SAM KAGEL:** What happened at the outbreak of that war, and by the time that it reached the point where I finally left representing unions, the war itself reached a point where both the unions and management were not meeting specifically at all times for the purpose of trying to set up formal procedures to ascertain what wages or the conditions were being paid by employers who, incidentally, were actually representing their own employees. In short, the business of labor relations during that period of time, namely, during the period of the war was for all intents and purposes, non-existent.

**JOHN KAGEL:** WELL, DURING THE WAR, WHAT DID YOU DO? AND DID IT SORT OF CREATE AN ATMOSPHERE OF NEUTRALITY ABOUT YOU, SINCE YOU HAD BEEN REPRESENTING UNIONS ALL THAT TIME?

**SAM KAGEL:** Well, during the actual period of the war, which was for some years prior to my leaving the business of representing unions, was such that employers did not have to be concerned about me as such, since I was not representing the unions anymore at that time. I was only representing the employees if they were organized. Many times their employees would not be organized. At which time, they would discuss the employer's proposals with me but the matter of taking action, by way of economic action, was not a choice that they had to make at that time.

**JOHN KAGEL:** I'M GOING TO DIGRESS FOR A MINUTE AND BRING UP ANOTHER TOPIC. I REMEMBER SITTING IN OUR OFFICES, OH, I DON'T KNOW, 15 YEARS AGO, 20 YEARS AGO, THAT WAYNE HOROWITZ WHO WAS THEN HEAD OF THE FEDERAL MEDIATION AND CONCILIATION SERVICE AND YOU WERE SITTING IN YOUR OFFICE. SUDDENLY ALL THIS SHOUTING IS COMING OUT. I REMEMBER THAT THE ARGUMENT WAS THAT WAS WHETHER OR NOT AN ARBITRATOR HAD TO BE A NEUTRAL PERSON OR WHETHER OR

NOT YOU COULD BE ANYBODY AND BE RECOGNIZED AS AN ARBITRATOR.  
TELL ME, WHAT SIDE YOU TOOK AND WHY.

**SAM KAGEL:** At that time, I took the position if that they were going to select somebody to actually arbitrate a case, that person had to be a neutral.

**JOHN KAGEL:** YOU TOOK THAT POSITION OR WAYNE TOOK THAT POSITION?

**SAM KAGEL:** Well, he took that position too, but I also joined in that. I was not willing to have a management person who would have a direct interest in the subject that was being discussed at that time or settled to be such a person, without being -- having some credentials as an independent person.

**JOHN KAGEL:** WELL, I HAD BEEN UNDER THE IMPRESSION THAT ALL THESE YEARS, AND THANK YOU FOR CORRECTING ME, THAT YOU TOOK THE POSITION -- BECAUSE I'M NOT SURE YOU MEN WERE SHOUTING ABOUT -- BUT YOU TOOK THE POSITION THAT SOMEONE WHO WAS NOT DIRECTLY INVOLVED IN THE DISPUTE, OF COURSE, BUT WHO WAS RESPECTED BY BOTH SIDES, COULD BE AN ARBITRATOR WHETHER OR NOT THEY WERE A FULL-TIME NEUTRAL.

**SAM KAGEL:** Well, you were mistaken.

**JOHN KAGEL:** WELL, IT WON'T BE THE FIRST TIME. LET'S GO BACK TO -- WE'RE ABOUT 1945 NOW AND YOU GOT YOUR FIRST APPOINTMENT AS HEAD OF THE -- OR AS THE UMPIRE FOR THE LATE LADIES GARMENT WORKERS IN THE BAY AREA. HOW DID THAT COME ABOUT?

**SAM KAGEL:** That came about because the unions, at that time, were represented by what we called as the pressers and also by the persons who actually put the garment together who were employees of the employer. And, there were enough of them to actually organize a union and to insist that the employers would have to join together and represent the employer -- represent the employers.

**JOHN KAGEL:** YEAH, BUT HOW DID THEY COME ABOUT PICKING YOU TO BE INVOLVED IN RESOLVING THEIR DISPUTES?

**SAM KAGEL:** They didn't come to me to resolve their disputes at any time until after the employers had organized and the unions had insisted upon dealing with organized employers. That over a period of time, and I don't recall how that was, they decided that since they could not agree between themselves

as to what the conditions should be, that they would need somebody to act as the impartial person. About that time, in New York, the first board of -- representing employers and unions was set up. And, what we tried to do in San Francisco was to copy that board, which we did.

**JOHN KAGEL:** YEAH, BUT HOW COME THEY CAME TO YOU AS OPPOSED TO SOMEBODY ELSE? DO YOU KNOW?

**SAM KAGEL:** No; I don't know specifically how that came to be except I think that probably employers believed that over a period of time when I was representing the union, that I might have been a little bit easier to work out a settlement with.

**JOHN KAGEL:** WELL, AND YOU RETAINED THAT JOB THROUGH, I GUESS, TECHNICALLY YOU'RE STILL IN THAT JOB. ALTHOUGH, UNFORTUNATELY, THERE'S NOT MANY LADY GARMENT WORKERS LEFT IN THE BAY WHO ARE ORGANIZED. BUT DURING THAT PERIOD OF TIME THERE WAS SOME VERY COLORFUL CHARACTERS IN THAT INDUSTRY; ISN'T THAT RIGHT?

**SAM KAGEL:** Correct.

**JOHN KAGEL:** WELL, DO YOU REMEMBER -- YOU WANT TO TALK ABOUT SOME OF THEM?

**SAM KAGEL:** Well, one of them was an employer representative, who had a lot of employees working for him. His name was --

**JOHN KAGEL:** ADOLPH SCHUMAN.

**SAM KAGEL:** Adolph Schuman. Most of his employees were in Chinatown. But nevertheless, because of the nature, Adolph personally had, he became a major spokesperson for the employer group. A board was set up with representatives of the employers and the unions and Adolph in effect really took over the functions of that particular board, which was to present the employer position. It was from that particular position of the employer and the union that came about the desire to set up a chairman of that board with certain limited functions. And, that was done. That was the position that I was first asked by both labor and management to assume. And, I did so.

**JOHN KAGEL:** WHO WAS REPRESENTING THE UNIONS AT THAT TIME?

**SAM KAGEL:** At that time?

**JOHN KAGEL:** MM-HMM.

**SAM KAGEL:** The unions were being represented by Jenny Mateous who headed up the Machine Operators, and by Zaharin, Z-a-h-a-r-i-n, who represented the Pressers. Because every garment that was finally -- left the plant had to be put together by the operators and then finally pressed by the pressers.

**JOHN KAGEL:** SO THREE YEARS LATER, YOU'VE GONE TO LAW SCHOOL AND, I GUESS, I'M NOT SURE BUT EVEN BEFORE YOU TOOK THE BAR EXAM OR LEARNED YOU PASSED IT, YOU BECAME THE COAST ARBITRATOR FOR THE LONGSHORE INDUSTRY ON THE WEST COAST. DO YOU KNOW HOW THAT APPOINTMENT CAME ABOUT?

**SAM KAGEL:** That came about because earlier than the period that you just mentioned, when we went into World War II, it was at that time, that a group of individuals in the New York area decided that they would have to have a separate set up of the labor management function. They did so. It was that group that asked the president of the -- who was not then the president of the university, but was associated with labor management matters on the west coast to set up a War Labor Board. There was because of that request by the east coast arbitrators that I was then asked by that person --

**JOHN KAGEL:** Parker.

**SAM KAGEL:** Yeah. That person who was Parker, to join in setting up such a board for at least the San Francisco area period. That was the reason that Parker asked me to join in such an effort and I was unwilling to do so. He also asked two other persons in the area to do so; one was Hubert Wycoff, who was arbitrating the War Labor Board decisions. He was located in Watsonville. And, they also asked a person who was a member of one of the government boards in San Francisco. Both of those persons agreed not to do so.

**JOHN KAGEL:** YEAH. BUT YOU STILL BECAME THE LONGSHORE ARBITRATOR. SO HOW DID THAT HAPPEN?

**SAM KAGEL:** Well, that happened after I was appointed by the board. The board was a very short-lived board. It was enough to set up a board with representatives from the employers of the union. Most of the employers -- most of the union representatives were persons who were secretaries of Central

Labor Councils, as such, and who took those jobs because they thought there was no other way that they could become acquainted with what was to happen at those particular meetings of the board. But, I had a choice. And, my choice was to stay with representing the unions, which I had been doing for 25 years up to that point or to become a member of the board representing the unions. I decided not to do that.

**JOHN KAGEL:** RIGHT. BUT, IN 1948, NOW THIS IS THREE YEARS AFTER WORLD WAR II, AND THE WAR LABOR BOARDS ARE GOING OUT OF EXISTENCE, BUT --

**SAM KAGEL:** No.

**JOHN KAGEL:** THEY DID NOT?

**SAM KAGEL:** They did not go out of existence.

**JOHN KAGEL:** ALL RIGHT. WELL, THEN HOW DID THEY GO OUT OF EXISTENCE IN THE LONGSHORE INDUSTRY TO THE POINT WHERE THEY SELECTED THEIR OWN ARBITRATOR?

**SAM KAGEL:** Because in groups where the employer and the unions had agreed previously to the selection of arbitrators, they would then agree to select someone who was acceptable to both parties. But, when one of those two parties refused to join in such a selection, that there was no arbitrator appointed.

**JOHN KAGEL:** WELL, AT SOME POINT THEY DID SELECT YOU AS AN ARBITRATOR.

**SAM KAGEL:** Well, they selected me as an arbitrator because in 1948 the union and the Longshore industry was having a very long strike. And, that strike was being promoted by the Employer Association. Also at that time, employer representatives from Matson Steamship Company, who were mainly at that point settled in Hawaii, decided that they had had enough of being represented by only one party. So they decided that they were going to take over the Employer Association and they did. And, before they did that, they were able to get the aid of Dwight Steele, who used to be a representative of employers in San Francisco, primarily. But, they got his services in Hawaii because he had become in the meantime, head of the Hawaiian Employer's Council. With Dwight Steele being their spokesperson, they all came to San Francisco and the

employers, Matson Steamship employers, then moved in and took over the employers Board of Directors and staff of -- from the previous person who had been running that operation on a non-union basis. And when they did that, they also announced to the union, the Longshoremen's Union, who had been on strike for many days or months, actually, that they were now willing to do so.

INTERVIEW WITH SAM KAGEL, INTERVIEWEE  
BY JOHN KAGEL, INTERVIEWER  
JULY 9, 2005

**JOHN KAGEL:** THIS IS TAPE 2 OF THE INTERVIEW WITH SAM KAGEL. TODAY IS JULY 9, 2005. ALL RIGHT, SAM, I WANT TO ASK YOU A QUESTION THAT GOES BACK TO THE LAST TIME WE WERE THERE, TALKING -- WHEN YOU SAID BACK IN 1929 OR SO WHEN YOU WENT ON TO GRADUATE SCHOOL, ONE OF YOUR INTERESTS OR YOUR PRIMARY INTEREST WAS DISPUTE RESOLUTION. HOW DID YOU DEVELOP THAT? WHAT CAUSED YOU TO HAVE THAT KIND OF INTEREST?

**SAM KAGEL:** Well, my interest, basically, was looking forward to what a law school degree would do for me in that regard. But, I found out that there were students at Boalt Hall at that time who were not primarily interested in serving as arbitrators or a board, and even for mediators.

**JOHN KAGEL:** I KNOW. YOU TOLD US THAT. BUT WHAT CAUSED YOU TO GET INTERESTED IN THAT FIELD AS OPPOSED TO ANYTHING ELSE THAT YOU MIGHT HAVE DONE?

**SAM KAGEL:** What got me specifically interested in the field that I landed into was my belief and knowledge that going to law school by itself was not going to provide me for an

**JOHN KAGEL:** AND THIS OTHER QUESTION, ESSENTIALLY, IS NOT -- WHY DID YOU DECIDE TO GO INTO DISPUTE RESOLUTION AS OPPOSED TO BEING A LIBRARIAN OR AN AVIATOR OR A SOLDIER OR SOMETHING ELSE?

**SAM KAGEL:** Well, the reason that I became interested in seeking a career exclusively dedicated to settling disputes between employers and unions -- when I came to that conclusion, I took a look at my possible career --

**JOHN KAGEL:** [INTERRUPTING] NO. I'M GOING TO STOP YOU AGAIN. WHY DID YOU GET EXCITED ABOUT TRYING TO SOLVE THOSE DISPUTES, NOT WORRYING ABOUT WHAT MEANS TO DO IT, BUT WHY WAS THAT INTERESTING TO YOU?

**SAM KAGEL:** It wasn't particularly interesting to me at that point in time. What I was looking forward to was a career having to do with settling disputes between employers and union.

**JOHN KAGEL:** I KNOW BUT SOME DAY, ONE DAY YOU MUST HAVE WOKEN UP AND SAID, "THAT'S WHAT I WANT TO DO?" WHAT DO YOU THINK --

**SAM KAGEL:** Well, that one day that I woke up and said, "that's what I want to do," I found out that there were a number of students already in Boalt Hall that had that particular conclusion to their careers in mind.

**JOHN KAGEL:** ALL RIGHT. I'M GOING TO NOW SWITCH BACK TO WHERE WE WERE. WE'D GOTTEN ABOUT TO 1948. AND IN 1948 A LOT OF EVENTS HAPPENED. YOUR DAUGHTER WAS BORN. YOU FINISHED YOUR LAW SCHOOL, THREE YEARS AT LAW SCHOOL. I GUESS YOU TOOK THE BAR. BUT, YOU ALSO BECAME THE COAST ARBITRATOR FOR THE LONGSHORE INDUSTRY. YOU ALSO, EITHER THEN OR SHORTLY THEREAFTER, BECAME A PROFESSOR AT BOALT HALL, WHICH IS PRETTY UNIQUE GOING DIRECTLY FROM BEING A STUDENT TO A PROFESSOR. SO WHAT WAS -- WHY DID EVERYTHING COME TOGETHER IN THAT ONE YEAR?

**SAM KAGEL:** Well, because that's the way my career developed.

**JOHN KAGEL:** OKAY. I UNDERSTAND THAT. BUT, LET'S TAKE IT APART PIECE-BY-PIECE. YOU TOLD US A LITTLE BIT ABOUT HOW THE LONGSHORE APPOINTMENT CAME ABOUT. WHY DON'T YOU TAKE US THROUGH THAT? YOU SERVED IN THAT JOB FOR 52 YEARS. SO WHY DON'T WE BRANCH OFF INTO WHAT YOU -- THE HIGHLIGHTS OF THAT PARTICULAR RELATIONSHIP.

**SAM KAGEL:** The highlights of that particular relationship was a direct result of the Hawaiian employers coming to San Francisco and sending the manager of the Pacific Maritime Association on a trip around the world and discharging his attorney.

**JOHN KAGEL:** NOW WHO -- SO THAT LEFT YOU WHERE THAT YOU GOT APPOINTED; IS THAT CORRECT?

**SAM KAGEL:** You're right. I got appointed at that precise moment when all of thing occurred. And also what occurred at that time was that the longshoremen, led by Harry Bridges, made up their mind that they were not going to suffer any longer in a meaningless strike situation, but were going to sit down with

the employers to work out their mutual problems and take it from there. And at the conclusion of a month or two of following that particular procedure, one of the employers on that negotiating committee announced that the parties have now come to an agreement and that from now on in the employers would not to take advantage of breaks that they thought were present or to take advantage of breaks were not present.

**JOHN KAGEL:** WELL, THEY SET UP A SITUATION WHERE THEY HAD AN ARBITRATOR IN EVERY PORT WHO WERE ON CALL TO GO DOWN AND TAKE CARE OF SHIPS, WHICH MIGHT HAVE A SAFETY PROBLEM OR SOME OTHER PROBLEM, SO THAT THE DECISION COULD BE MADE AND THE SHIP COULD GO ON THEIR WAY. YOU WERE BOTH THE PORT ARBITRATOR IN THE SAN FRANCISCO BAY AREA AS WELL AS THE COAST ARBITRATOR FOR A WHILE. YOU HAD TO GET UP AT THREE IN THE MORNING TO GO DOWN AND TAKE CARE OF SHIPS AND SO ON. RIGHT?

**SAM KAGEL:** Right. That's correct. But, all of that occurred at a precise time that I was also appointed as the Pacific Coast Arbitrator binding upon both the employers and on the union. It was all very short lived. In fact, so that that particular episode in my career was very short in that once I was appointed as the coast arbitrator, the issue then became whether or not a dispute had developed at a particular port was subject to coast arbitration. And once that was decided, that's when I took over. All of the cases either had piled up or was being piled up at the time.

**JOHN KAGEL:** DID YOU HAVE ANYTHING TO DO WITH THE SET UP WHERE THERE WERE INDIVIDUAL PORT ARBITRATORS AND THEN A COAST ARBITRATOR TO DEAL WITH COASTWIDE ISSUES?

**SAM KAGEL:** No, no. What happened was that all of the changes came about because of the 1948 settlement that was worked out between the employers and the union. It was at that point in their negotiations they determined that they only wanted to have a port arbitrator in each of the four major ports on the Pacific Coast, who would then be responsible for conducting hearings if necessary and making decisions if necessary on a coast-wide basis. And, that's the way it turned out. So from 1948 and thereafter, I became the coast-wide arbitrator and all disputes that occurred in any of the ports, first had to come to me for deciding one issue only, that issue is whether or not the dispute involved a port matter or a coast-wide matter.

**JOHN KAGEL:** WELL, THEN IF IT WAS A COASTWISE MATTER, YOU MADE THE DECISION; RIGHT?

**SAM KAGEL:** Exactly.

**JOHN KAGEL:** NOW, THE PROCESS THEY HAVE DOES NOT INVOLVE LAWYERS; ISN'T THAT CORRECT?

**SAM KAGEL:** No; they do not involve lawyers. Most of the PMA, Pacific Maritime persons who were associated with settling disputes were not lawyers. And, Pacific Maritime had a law firm that represented them but the law itself, as such, was never argued or referred to.

**JOHN KAGEL:** THAT RELATIONSHIP CONTINUED -- I THINK THERE WAS A STRIKE IN THE 1970S; ISN'T THAT CORRECT?

**SAM KAGEL:** Yes.

**JOHN KAGEL:** AND YOU GOT INVOLVED IN A MEDIATION ROLE IN THAT AFTER, WHAT, 80 DAYS OF STRIKE?

**SAM KAGEL:** Yes. What happened in that case was that after about 70 days of strike, the employers kept on insisting that they wanted to have a meeting with Bridges and his committee. And to get that particular episode behind them, the employer representative at the time did not find that they could get Harry and his group into a meeting. Finally, the employers made an appeal to me asking me to get Harry into a meeting for the purpose of settling the strike, which I did. It took a little bit doing but after about a week or two of talking to both parties, I was able to bring them to a conclusion for the purpose of either settling or not settling whatever disputes were on the table at the time.

**JOHN KAGEL:** WELL, WERE THERE SOME THAT WEREN'T SETTLED BUT THEY WENT BACK TO WORK ANYWAY?

**SAM KAGEL:** Correct.

**JOHN KAGEL:** HOW DID THEY GET RESOLVED?

**SAM KAGEL:** Well, I can't give you the detail now of that settlement at that time as to those particular matters. But, the fact that by the time that the major parties of the employers and the unions had come to a conclusion, at the end of that meeting or series of meetings, they had where the

employers, one of the employer negotiators made a public announcement that all differences had now been settled and the longshoremen were going back to work.

**JOHN KAGEL:** ONE OF THE KEY ISSUES, NOT NECESSARILY IN THAT STRIKE, BUT ON THE WATERFRONT ON THE WEST COAST WAS THE MECHANIZATION AND MODERNIZATION SETTLEMENTS THAT THE PARTIES WORKED OUT. THAT NOW MAKE THE LONGSHOREMEN ONE OF THE HIGHEST PAID BLUE COLLAR TYPE JOBS IN THE COUNTRY. DID YOU HAVE ANYTHING TO DO WITH THAT? OR, WAS THAT JUST BETWEEN THE PARTIES?

**SAM KAGEL:** No; I had something to do with that. First, we had to determine what was the range of payments made for certain kinds of work. Once that was determined, then it was turned over to the parties to administer that particular settlement, in which they did. So for a long time, there were no cases submitted to me because that was one of the matters that had been agreed to be submitted to me on the issue of whether the longshoremen would have any right to strike or to offer to arbitration on certain matters that both parties had agreed to was arbitral.

**JOHN KAGEL:** THE -- I REMEMBER AS A KID THAT ONE OF THE TRIPS YOU HAD WAS TO GO TO THE HAWAIIAN ISLANDS AND TO VISIT EVERY SMALL PORT THAT WAS ON EACH OF THE ISLAND. AND, I DON'T KNOW, IT TOOK YOU TWO OR THREE WEEKS TO DO THAT WITH CELEBRATIONS AND LUAUS AT EVERY PORT THAT YOU WENT TO. WHAT WERE YOU DOING OVER THERE?

**SAM KAGEL:** Well, I was doing just that. Each island over there had a different set of agreements with their local longshoremen. So I had to have hearings in each of the ports of the main island to determine what the differences were. In the process of doing that, I saw opportunities to settle many of the differences without asking for a formal decision. And, that's the way it worked out. In each of the major ports, including San Francisco, we were able to -- as a result of work between the employers and the unions, in that particular port, for example, set for the differences or lack of differences and was referenced to handling of cargo and a type of cargo they would handle. So that went from port to port. And while we had our hearings during the day, at night the longshore committee, together with the employers committee would invite us to have a

luaus at one beach or another. So that during the night we celebrated and during the day we came to agreements.

**JOHN KAGEL:** WELL, WAS THAT PART OF THE COAST ARBITRATOR JOB? OR, WAS THAT IN ADDITION TO?

**SAM KAGEL:** That was in addition to. That part of what we would call the longshore arbitration procedure, that the main job would be that of -- San Francisco, for example, coming to an agreement because they had certain kinds of practices and cargo practices, which had to be changed or varied. That was also true of the port in Oakland. That was also true of the port in Seattle. So it was a matter of going into each one of those ports and describing precisely what the practice had been with reference to certain types of cargo and coming to an agreement about those ...

**JOHN KAGEL:** LET'S SWITCH TOPICS FOR A MINUTE TO SOME OF THE OTHER RELATIONSHIPS THAT YOU HAD. ONE IS WITH THE NEWSPAPERS. IN 1968, THERE WAS A NEWSPAPER STRIKE AND YOU WERE CALLED IN AS -- TO MEDIATE THAT AS THE MAYOR'S MEDIATOR, IF I RECALL. THAT WAS THE ONLY NEWSPAPER STRIKE THAT WE'VE HAD IN SAN FRANCISCO, AT LEAST IN THE 20TH CENTURY.

**SAM KAGEL:** That came about because in Los Angeles the Mailers union, those persons who put together packages of newspapers for various cities went on strike. The strike down there resulted in a great many of the other printing trades observing picket lines of the mailers union. The mailers union was the smallest of all of the craft unions. They were nevertheless -- they had enough background to call upon their neighbors in the other unions such as the typographical union, which had not yet been mechanized completely to join them on the picket line. That brought the Los Angeles picture up to San Francisco. Now at that time, in San Francisco the various unions, the mailers union and the [inaudible] union, the pressmen union all had different dates for when their contracts ran out. In any case, that was [inaudible] at that time. So when the mailers union came into San Francisco and called upon the other unions to join with them, they did so. When they did that, that caused the [inaudible] and the pressmen and others to raise hell because their contracts, when they had them, but they were contracts for a particular termination date. But it was a contract termination different dates. To make a long story short about that picture, Louis Goldblatt, who was then the

secretary of the longshoremens, came up with the idea of -- my -- since I had been appointed as a mediator, my function would be to call all the employers together, in which we did. Had a lunch at the Palace Hotel. And, at that luncheon, there were no union people there, only employers. We had a very frank discussion that what was happening on the coast was that in this case in southern California when the mailers went out, which was the smallest of the unions, they could tie up all of the newspapers. The same thing could happen with the mailers up in Seattle. So there was no uniformity of bringing economic pressure upon the employers to have a final and similar date for its termination of the contracts. The employers at this luncheon did come to an agreement that the mediator, which was myself at that time, would call upon the mayor of San Francisco who -- the person I was representing to seek from the employers an agreement that all of their contracts would be terminated on the same date. And that, as a matter of fact, is what actually worked out. I was able to get, I think that that -- as I would call it now, something thirteen unions that had different dates of -- the end of their contracts to agree upon a single date for all thirteen. That took time. As a matter of fact, it took somewhere maybe five or six months to accomplish. But when that was accomplished, I then reported to the mayor of San Francisco, who was at that time I can't remember now.

**JOHN KAGEL:** JOE ALIOTO.

**SAM KAGEL:** Joe Alioto, for Joe to call for a meeting of all of the union representatives and the employer representatives, which he did at his office. We made an announcement that all of the differences had been taken care of and were now being observed by both employers and the unions. That meant the end of a process, which had been in existence for many, many years. One union going out on strike and that union putting up picket lines with the understanding that those picket lines would be observed. So that the unions gave up their right to observe picket lines of say, of the pressmen, or the [inaudible] or someone else -- [inaudible].

**JOHN KAGEL:** AROUND THE SAME TIME, YOU WERE INVOLVED I THINK THEY CALLED THE 13(C) ARBITRATION TO DETERMINE WHAT THE BARGAINING UNIT OF THE BAY AREA RAPID TRANSIT DISTRICT WOULD BE AND ENDED UP WITH THE SAME KIND OF RESULT, IF I REMEMBER.

**SAM KAGEL:** That's true.

**JOHN KAGEL:** THAT WAS ARBITRATED MORE THAN MEDIATED; IS THAT CORRECT?

**SAM KAGEL:** Correct.

**JOHN KAGEL:** THERE WAS A LARGE NUMBER OF UNIONS THAT WANTED TO HAVE A SAY IN HOW THAT WORKED AND ENDED UP WITH WHAT, 2, 3 OR 4.

**SAM KAGEL:** Correct.

**JOHN KAGEL:** WELL, WAS THAT -- DID YOU JUST DO THAT? OR, DID YOU HAVE ANY CONSULTATION WITH LEADING PARTIES TO COME UP WITH THAT DECISION?

**SAM KAGEL:** I had to come up with that decision to point -- show them where the settlement could be reached. By that time, the officers of those reluctant unions began to understand that there was no percentage in one of them going on strike and then insisting that everybody else observe their particular choice of the date. We had many meetings on that item. But, when we did have the meetings, all of the major unions.

**JOHN KAGEL:** BART HAD THE SEIU LOCAL AND THE AMALGAMATED TRANSIT UNION.

**SAM KAGEL:** That's correct. But I was able to get them to select a time and a place and a date when all contracts, after those two unions would be --

**JOHN KAGEL:** WOULD EXPIRE. RIGHT?

**SAM KAGEL:** Agree to. And from that time on, when those unions were in negotiations and they failed to come to an agreement, the other unions that were attached to them agreed to observe their picket lines.

**JOHN KAGEL:** ALL RIGHT. I'VE GOT TO TURN THE TAPE OVER. HANG ON A SECOND.

[Tape 2, side A ended at this point and side B commenced.]

**JOHN KAGEL:** YOU GOT INVOLVED IN THE NATIONAL FOOTBALL LEAGUE AS AN ARBITRATOR FIRST AND THEN A MEDIATOR LATER ON. IS THAT WHAT HAPPENED?

**SAM KAGEL:** No.

**JOHN KAGEL:** NO? OKAY. TELL US WHAT HAPPENED.

**SAM KAGEL:** What happened with the National Football deal was that I was appointed from the beginning as one of the arbitrators working off of an arbitrator's panel.

**JOHN KAGEL:** YOU WERE WORKING ON AN ARBITRATOR'S PANEL AND THEN SOMETHING HAPPENED.

**SAM KAGEL:** Yes. There was a strike. As I recall, the 49ers themselves, which was observed in part only by the other teams that had agreements with the employers. In due course, as we often would say in negotiations, that would work itself out. So that from that time on, the football players in their contracts with the employers set forth conditions which made it impossible for a single player's team to tie up the rest of the teams. And from that point on, they had the relationship where if one team went down, all of them went down. The basic purpose of many of these kind of negotiations and contracts was actually to set up the methods by which the individual teams could become an important part of a settlement. And once that that was accomplished, you now had a single contract with players being played with other teams on a date basis.

**JOHN KAGEL:** AND TO BE THAT INVOLVED IN A NATIONWIDE STRIKE TO ATTEMPT TO MEDIATE A SETTLEMENT IN 1982, I'M NOT SURE OF THE YEAR.

**SAM KAGEL:** Yes. Well, that was the result of my work as a mediator. Because at that time, the 49ers were playing and some of the other teams were not playing. And, so there had to be a manner of getting various teams together and agreeing to a single contract setting forth the conditions of that particular contract. So that if that contract was violated by one team or another, then that matter would go to arbitration and whatever was settled by arbitration would then become the condition for that particular team.

[Brief pause in tape.]

**JOHN KAGEL:** PUTTING THAT EPISODE ASIDE, THERE WAS AN NATIONWIDE STRIKE OF THE FOOTBALL TEAMS AND YOU GOT INVOLVED IN TRYING TO MEDIATE. RIGHT?

**SAM KAGEL:** Correct.

**JOHN KAGEL:** OKAY. TELL US ABOUT THAT.

**SAM KAGEL:** That was -- I was only a mediator that time, not an arbitrator. That's to begin with. The result was a number of the teams that constituted the league were not satisfied with the results of their own negotiations. And, that went on for one or two years until finally the employers found it to their benefit to their benefit to have a contract for one or two years with a result that when a strike did occur in football, everybody went on strike.

**JOHN KAGEL:** YEAH. BUT WHY DID THEY PICK YOU AS A MEDIATOR? DO YOU KNOW?

**SAM KAGEL:** Yes. Because I had been selected before that particular incident took place as the mediator between the 49ers and the football players. And also, at that time, the National Football League who had been able to pull together its own members into a single negotiating Pool. The players insisted that they always have that notion in mind, with one of the two notions were put together it resulted in a single negotiating Pool whereby the players with all the other teams, where they would do announce, with agreement of the other players, what the schedules were going to be and who was going to play whom.

**JOHN KAGEL:** DID THAT MEDIATION RESULT IN A SETTLEMENT? OR, DID IT JUST GET CLOSE?

**SAM KAGEL:** Well, that one was a settlement; that was a settlement.

**JOHN KAGEL:** ALL RIGHT. YOU STAYED AS A -- CONTINUED AS AN NFL ARBITRATOR TILL YOU RESIGNED THAT POSITION JUST AT THE END OF LAST YEAR; IS THAT RIGHT?

**SAM KAGEL:** That's correct. What happened in that instance, I had been doing the football arbitration schedule. There were four of us on that deal for 23 years. And, a case arose in which led me to resign from that particular panel. That was the end of that as far as I was concerned. I served for 23 years on it.

**JOHN KAGEL:** DO YOU WANT TO DESCRIBE ANY OTHER OF YOUR ARBITRATION RELATIONSHIPS THAT YOU'VE HAD OVER TIME?

**SAM KAGEL:** Yes. For many years, I was the chosen arbitrator for the paper and pulp industry. And, there came a time after the employers decided to withdraw their agreement to follow the rules of all of the other employers. And that particular incident took place with employers of the Players Association --

**JOHN KAGEL:** THE PLAYERS? YOU'RE TALKING ABOUT PAPER AND PULP.

**SAM KAGEL:** I'm talking about that.

**JOHN KAGEL:** WELL, YOU SAID PLAYERS ASSOCIATION.

**SAM KAGEL:** Oh, I understand that. In San Francisco --

**JOHN KAGEL:** [INTERRUPTING] OKAY.

**SAM KAGEL:** And in San Francisco the employers one of those years -- I don't remember how many years thereafter -- took the position that they were no longer going to agree to a master contract and would insist upon having agreements for each of the local unions.

**JOHN KAGEL:** AND HOW LONG DID YOU STAY IN THAT RELATIONSHIP?

**SAM KAGEL:** Until the very end.

**JOHN KAGEL:** AND ANY OTHERS YOU WANT THAT COME TO MIND SPECIFICALLY? ANY SPECIFICALLY DIFFICULT CASES OR ONES THAT YOU -- STAND OUT IN YOUR MIND?

**SAM KAGEL:** Well, I can't think offhand what industries were involved. We've already covered the hotel [inaudible] -- Los Angeles mailers going on strike. And, that resulted in a [inaudible] deal between the printing trades, at least paper printing trades, of having deals with the mailers unions, typographical union, the pressmen union and the other unions in that group coming to an agreement of -- on a coast-wide basis with all those particular unions having coast-wide agreements with relevance to working conditions and with reference to money.

**JOHN KAGEL:** WELL, YOU GOT INVOLVED WITH SOME OTHER RELATIONSHIPS. THERE WAS A RESTAURANT STRIKE.

**SAM KAGEL:** Oh yes.

**JOHN KAGEL:** AND THERE WAS A -- WHY DON'T YOU TELL US ABOUT THAT ONE.

**SAM KAGEL:** Well, in the restaurant business, the unions had two groups. One was a group of basically of chefs. The other group was a group having to do primarily with serving food to customers who were already sitting at their tables. That union or those unions, there were about five other unions, operated through a group of unions known as a joint board. And, a joint board included waiters, as an individual and separate union, the persons working at the dishwashing, persons operating dishwashing equipment, and the cooks. They major union in that group at that time was the cooks and that seemed to follow their skills to a degree. And, that union went through a lot of history. Finally, I forgot the year now, there came a year of when the waiters decided that they were not going to stand for having other unions improving things at their particular pledges and conditions. As it turned out, this move was lead primarily by a guy out of the waiters union. And, the result was that he led his waiters union out of a combination and from that point on, I attempted to mediate, getting them altogether and failed. But also at that time, I had convinced him a large number of his members that what this individual was seeking to accomplish was not going to answer either the individual's view or resolve a problem. In any case, the joint board continued halfway or three-quarters of the way over a period of time until the year [inaudible] union, along with the waitresses took the title of the Joint Board of Culinary Workers and set up certain conditions that were relative to their function on a joint board. And with that, they also had, however, the help and guidance of one of the international vice presidents.

**JOHN KAGEL:** IN ANOTHER ONE THAT YOU GOT INVOLVED IN WAS AN OPERA ORCHESTRA. REMEMBER THAT ONE?

**SAM KAGEL:** Yes.

**JOHN KAGEL:** There's a book written about it. We can put that in there but tell us something about that.

**SAM KAGEL:** I didn't know that there was a book written about it.

**JOHN KAGEL:** WELL THAT WAS YOUR "ANATOMY OF A MEDIATION."

**SAM KAGEL:** Boy. Well, in any case, about the orchestra -- had been functioning separately from the musicians for some years. And finally, however, at one point in time the membership of the orchestra itself was brought into question and the membership of the musicians union had determined to go on its own basis. This then led to a long negotiation between the parties. And about ten days prior to the contract running out and the orchestra not functioning, I was asked to become a mediator in that circumstance. And so, we proceeded to have sessions during the day and night over a period of about 10 or 15 days. We proceeded to establish certain, basic rules about participation of the various instruments. Early on during that period, but early enough to becoming profitable for the basic orchestra to decide that they wanted to stick together even though there were internal differences between, for example, a timpani instrument and a violin player, and also differences between cellos and pianos and so. All of those matters had to be reworked and they were reworked. So that within a period of about five or six days before the orchestra was to go on stage and do its chore, the orchestra took a vote and all decided to stick together. And, that included a sacrifice by a number of the instrument players.

**JOHN KAGEL:** OKAY. AT THE END OF THIS TAPE, I'LL SWITCH OVER TO THIS NEXT TAPE.

[Tape 2, Side B ended at this point]

prepared to sit down and have discussions and try to settle their differences.

INTERVIEW WITH SAM KAGEL, INTERVIEWEE  
BY JOHN KAGEL, INTERVIEWER  
JULY 18, 2005

**JOHN KAGEL:** INTERVIEW WITH SAM KAGEL. THIS -- TODAY IS JULY 18, 2005.

WELL, YOU'VE HAD A COUPLE OF SESSIONS TO THINK ABOUT THIS. BUT, YOU'VE BEEN ARBITRATING SINCE 1945. YOUR CAREER GOES BACK WAY BEFORE THAT. ACCOMPANYING THIS TAPE WILL BE AE MEMOIR YOU WROTE PRIVATELY, PLUS A SPEECH OR TWO THAT YOU'VE GIVEN INCLUDING A LONG SPEECH ABOUT THE 1934 GENERAL STRIKE. BUT, I'D BE INTERESTED IN YOUR RECOLLECTION, THIS IS YOUR PREDICTIONS ABOUT

LABOR RELATIONS GENERALLY, ABOUT ARBITRATION SPECIFICALLY, ANYTHING YOU WANT TO TELL US ABOUT HOW WE CAN GO FORWARD.

**SAM KAGEL:** Yes. Thank you. We can go all the way back, picking representatives who know what they hell -- talking about after they've checked out the dates.

**JOHN KAGEL:** THAT WOULD BE USEFUL, THOUGH, NO DOUBT. YEAH, BUT DO YOU THINK ARBITRATION IS STILL AN APPROPRIATE METHOD OF DECIDING DISPUTES IN LABOR RELATIONS OR ANYPLACE ELSE?

**SAM KAGEL:** Yes. And, is such that where neither party is prepared to make a convincing argument in favor of its client, it then becomes up to the arbitrator to actually make the decision. And in order to make the decision, the arbitrator has to gain certain basic information. For example, what kind of work does this guy do? Did he actually observe the rules of the plant or the office, whatever it may be?

**JOHN KAGEL:** THAT'S IT? THAT'S ALL YOU'RE GOING TO SAY ABOUT THE FUTURE OF ARBITRATION?

**SAM KAGEL:** Yes. That's right.

**JOHN KAGEL:** WELL, YOU'VE DONE SOME EMPLOYMENT CASES ALONG THE WAY, NOT TOO MANY, BUT SOME; ALSO, SOME COMMERCIAL CASES. WHAT DO YOU THINK ABOUT ARBITRATION AND THAT KIND OF AREA?

**SAM KAGEL:** Well, in the commercial area, I think that the hearings are presented by persons who are much more familiar with what was going on or had been going on. Therefore, they can present a fully scoped piece concerning their particular position. I think that the use of arbitration in commercial backgrounds is much more desirable than in cases where what is at stake is whether or not employee X did or did not do something and is able to line up a number of witnesses on both sides of what his claim might be.

**JOHN KAGEL:** WELL, ONE OF THE BIG PROBLEMS THAT HAS BEEN DISCUSSED IS THE FACT THAT COLLECTIVE BARGAINING AGREEMENTS COVER, WHAT, 12 PERCENT OR SOMETHING OF THE WORKFORCE IN THE UNITED STATES. AND ASSUMING THAT VIRTUALLY ALL OF THOSE AGREEMENTS HAVE ARBITRATION CLAUSES --

**SAM KAGEL:** [Interrupting] Correct.

**JOHN KAGEL:** (CONTINUING) -- THAT AT LEAST POTENTIALLY, ANYONE WHO IS TERMINATED WOULD HAVE ACCESS TO AN OUTSIDE THIRD PARTY AND AT LEAST WHATEVER DUE PROCESS THE ARBITRATION PROCESS BRINGS. THAT LEAVES 88 PERCENT OF THE AMERICAN WORKFORCE WITHOUT SUCH PROTECTIONS. IF THE EUROPEAN COUNTRIES, AUSTRALIA, OTHER INDUSTRIALIZED COUNTRIES, EVEN SOME NON-INDUSTRIALIZED COUNTRIES HAVE ALTERNATIVES TO JUST THE EMPLOYER DETERMINING WHETHER THE EMPLOYEE STAYS ON THE JOB. I GUESS MAYBE I'M GIVING THE CONCLUSION IN THE QUESTION, BUT I TAKE IT THAT YOU FIND THAT THE COLLECTIVE BARGAINING PROCESS AT LEAST PROVIDES SOME PROTECTION TO EMPLOYEES.

**SAM KAGEL:** Definitely. No question about that. The presentation made by an employee who has been charged with violating some rule is a situation where that employee is much more apt to be able to defend himself or herself as the case may be. That can always be done with the use and aid of a business agent who will develop the case for the employee and will also lead that employee in his or her presentation.

**JOHN KAGEL:** WELL, WHAT CAN BE DONE, DO YOU THINK, TO HELP THE OTHER 88 PERCENT WHO DON'T HAVE ANY KIND OF PROTECTIONS FROM ARBITRARY DISCHARGE?

**SAM KAGEL:** They have to take -- they have to take their [inaudible] like everybody else.

**JOHN KAGEL:** WELL, SO IN OTHER WORDS, UNTIL COLLECTIVE BARGAINING BECOMES A LITTLE MORE WIDESPREAD OR THERE'S SOME MOVEMENT FOR A LEGAL INSTITUTION, THEY'RE NOT GOING TO GET THAT KIND OF PROTECTION.

**SAM KAGEL:** No. They're not going to get that kind of protection. And they're not apt to get the kind of development that you have in mind apparently that would aid a trier of fact to come to a good decision or a bad decision about a particular employee that's has been affected.

**JOHN KAGEL:** ALL RIGHT. AT THE OUTSET OF THIS TAPE, I ASKED YOU THE QUESTION ABOUT -- OR SOMEWHERE AT THE BEGINNING -- ABOUT THE FACT THAT YOU WERE ASKED WHEN THE NATIONAL ACADEMY OF ARBITRATORS WAS BEING FORMED TO BECOME A CHARTER MEMBER. BUT YOU TURNED THEM DOWN. I WANT TO GO BACK TO THAT AND SEE HOW YOUR RECOLLECTION IS NOW ABOUT WHO ASKED YOU AND WHY YOU TURNED THEM DOWN.

**SAM KAGEL:** My recollection is very simple. I was asked by Clark Kerr who at that time was promoting memberships in that association. Clark did call me, asked me to -- whether I'd be willing to join in that effort. I indicated to him that I was not. At that particular moment in my own experience, I had all the arbitrations that I could possibly handle. I felt very secure in feeling that I did not have to be concerned with work from the outside or from other sources. In other words, I was very independent at that particular moment about my abilities, number one, and number two, my "good sense" in resolving disputes.

**JOHN KAGEL:** WELL, YOU ALSO HAD A VIEW, DIDN'T YOU, ABOUT WHETHER OR NOT THERE SHOULD BE AN ORGANIZATION OF ARBITRATORS RUNNING AROUND THE COUNTRY PROMOTING THAT PROCESS, WHETHER AS AN ACADEMY OR OTHERWISE?

**SAM KAGEL:** No.

**JOHN KAGEL:** YOU HAD NO VIEW?

**SAM KAGEL:** I had no view.

**JOHN KAGEL:** WELL, IT'S BEEN REPORTED YOU CONSIDERED TO BE A SELF-GOOSING ORGANIZATION. BEN RATHBUN SAID THAT IN 1975 IN PUERTO RICO AT THE NATIONAL ACADEMY.

**SAM KAGEL:** I considered what had resulted and the efforts by a number of the named arbitrators in those statements to be a self-goosing operation. But, I did not promote that feature of organization by arbitrators. As a matter of fact, the experience of the entire year was such that I was [inaudible] that the persons who had cleared themselves to be arbitrators and to work off a panel appointed by the government or by anyone else was foolhardy.

**JOHN KAGEL:** DO YOU STILL HAVE THAT VIEW?

**SAM KAGEL:** Yes.

**JOHN KAGEL:** YOU MUST HAVE -- I MEAN, YOU'VE MET THOUSANDS OF PEOPLE IN -- PROFESSIONALLY THROUGHOUT YOUR CAREER. YOU WANT TO TELL US ABOUT SOME OF THEM THAT STAND OUT? GIVE US SOME NAMES AND SOME OF THE THINGS THAT YOU RECALL.

**SAM KAGEL:** Well, there were many, many such persons who might fit a general definition of being an impartial that I met and I had discussions with. But, there were very few of them that I would personally select as an arbitrator. In most instances, I found that with a small amount of digging and background and so on, those persons who might be glib in what they say, what they don't say, or whether they're intelligent or not intelligent really had very little to do with declaring a decision on a particular case.

**JOHN KAGEL:** WHO WOULD YOU CONSIDER TO BE THE OUTSTANDING LABOR LEADERS THAT YOU'VE ENCOUNTERED OVER THE SEVENTY YEARS THAT YOU'VE BEEN DOING THIS WORK?

**SAM KAGEL:** Bridges.

**JOHN KAGEL:** ONE? THAT'S IT?

**SAM KAGEL:** Yeah.

**JOHN KAGEL:** OKAY. WHAT MADE HIM STAND OUT AMONG ALL THE THOUSANDS OF OTHERS THAT YOU'VE MET?

**SAM KAGEL:** Well, I did meet thousands of others. But Harry had determined to seek to introduce to the IA into the into the recognition by the employer. Harry, at that point, was working against the so-called Blue Book Union, which was in fact a company union. That being the case, his attitude had to be very much restricted. With the break that Harry got, was the fact that the president, who was then -- been elected, announced publicly that the Congress was going to recognize and did recognize persons who belonged to unions and selected unions for purposes of collective bargaining. That was the big breakthrough.

**JOHN KAGEL:** WELL, DIDN'T YOU ALSO -- AT LEAST YOU'VE TOLD ME OVER TIME -- THAT ONE OF BRIDGES' GREAT ACHIEVEMENTS WAS RECOGNIZING WHERE THE INDUSTRY WAS GOING AND MAKING SURE THAT THE UNION GOT ITS PIECE OF HOW -- WHERE IT WAS HEADED.

**SAM KAGEL:** Mm-hmm.

**JOHN KAGEL:** (CONTINUING) -- WHEN THE CONTAINERS CAME ONTO THE DOCKS.

**SAM KAGEL:** Yes. I told you that. We had discussions about that.

**JOHN KAGEL:** WELL, SHARE IT.

**SAM KAGEL:** Well, the fact was that the longshoremen as such became enamored of having a position of having something to do with moving cargo. So far as I could tell, from what was going on the waterfront, most of the actual disputes concerning the movement of cargo was not by the results of many discussions between the longshoremen and their leadership. It was primarily -- orders had come down from the front office of some company who looking over the record at the time, not being satisfied with their written records, and then raising a stink about it.

**JOHN KAGEL:** WELL, ALSO ON THE -- TELL US ABOUT YOUR VIEW ABOUT HOW BRIDGES AND THE MECHANIZATION OF MODERNIZATION AGREEMENT. YOU'VE ALWAYS FELT HE WAS PRETTY FORWARD THINKING ABOUT THAT.

**SAM KAGEL:** Well, as a matter of fact, steps were taken to introduce a full mechanization program into the longshore industry as such. And, it was only after Bridges became entangled with his claimed membership in the Communist Party that that became the primary aim of that discussion. Otherwise, the discussion about Harry's availability as a competent longshoreman, wasn't recognized. He had been working on the docks for 20 years.

**JOHN KAGEL:** YEAH BUT, MAYBE I CAN STEER THIS A LITTLE BETTER. WHEN CONTAINERS CAME ALONG, THE LONGSHOREMEN HAD TWO WAYS TO GO: THEY COULD HAVE RESISTED HANDLING THOSE OR -- IN VARIOUS WAYS -- OR THEY COULD GO ALONG WITH IT. AND AS I UNDERSTAND IT, WHAT BRIDGES DID WAS TO FIGURE OUT A WAY TO GO ALONG WITH IT SO THAT THE WORKERS HE REPRESENTED SHARED IN THE PROFITS THAT THIS NEW METHODS WOULD BRING.

**SAM KAGEL:** The longshoremen went along with the business of having ships loaded with containers or unloaded with containers. It had no real relationship, in my opinion, to the financial results for either the longshoremen or the employer. The savings that came in the use of a container, both by using it for the purpose of filling it and unloading it at a port, was simply that it was happening non-objectively. It was obvious that if you had a big ship and it was all full of materials or goods at some foreign port, that it would make sense to have it unloaded at such port as would receive it.

**JOHN KAGEL:** YOU'VE RUN INTO SOME CURRENT LABOR LEADERS. TELL US WHAT YOU THINK ABOUT GENE UPSHAW.

**SAM KAGEL:** well, Gene Upshaw was a hell of a nice guy and a great football player.

**JOHN KAGEL:** AND HE WAS BIG TOO. RIGHT?

**SAM KAGEL:** And he was big. That's about all I could tell you Gene Upshaw.

**JOHN KAGEL:** ALL RIGHT. HOW ABOUT JOHN WILHELM? YOU SPENT A LOT OF TIME AT -- THERE WAS A STRIKE DOWN AT THE FRONTIER HOTEL IN LAS VEGAS AND JOHN WAS INVOLVED IN GETTING THAT RESOLVED.

**SAM KAGEL:** I spent a lot of time with John Wilhelm. And while we were conducting the boycott of the restaurants and gambling joints, the leadership was so strong as -- in the area where it was functioned, that local leadership of the restaurant workers were able to actually build up a procedure which included membership conducting and being at picket lines almost all -- days and months and years. In fact, it went on for over two years. So that there was no concern about the local leadership as to whether or not their union was or was not strong enough to conduct that strike. It was obviously clear that while all of the other gambling joints were operating in that city, the joints that were affiliated either directly or indirectly with the closed restaurant continued to operate.

**JOHN KAGEL:** I'LL GIVE YOU A FINAL QUESTION. IS THERE ANY HOPE FOR THE UNION MOVEMENT OR IS IT JUST AN ANACRONISM THAT WILL DIE OUT?

**SAM KAGEL:** It will not die out. It will continue in some form. It may not be a direct form. For example, in the case that I had down in Vegas, we had reached over a period of six months an agreement on all issues involving operations except one. That issue had to do with the return of fired workers by the employers to work at the restaurant.

**JOHN KAGEL:** CAN YOU TELL US WHAT FORM YOU THINK IT MIGHT -- THE UNION MOVEMENT MIGHT EVOLVE INTO OR IS THAT TOO FAR IN THE FUTURE FOR YOU TO GUESS AT?

**SAM KAGEL:** I think that's too far in the future. It is going to depend largely on the kind of a city that will be developed around gambling joints such as Vegas.

**JOHN KAGEL:** OKAY. SO IF YOU THINK IF THEY HAVE GAMBLING, YOU'LL HAVE UNIONS? IS THAT WHAT YOU JUST SAID?

**SAM KAGEL:** Exactly.

**JOHN KAGEL:** ALL RIGHT. ON THAT, THANKS VERY MUCH.

SAM KAGEL - LABOR FILE: 1909 TO THE PRESENT

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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 9<sup>th</sup> 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 17<sup>th</sup> 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 Longshoremen's 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 Meriweather 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 14<sup>th</sup>.

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 Milkern determined to reinstate their charter with the Teamsters. The Milkern 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 Milkern 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 Milkern 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 milkern 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 Milkern's 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 Milkern, 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 milkern's 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 its 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.
  - 1945: Became a naturalized U.S. citizen.
  - 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 Christansen, 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 knew 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 Warehousemen 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 let 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' 88<sup>th</sup> 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 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

the Coast.

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 Scripps-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 Vendors 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."

(Fickert was the prosecuting District Attorney in the Mooney case.)

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 Oshiwich, 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, Maimonides, 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

long pants.

I thoroughly enjoyed 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 girl friend. 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 Teggart. 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 Teggart 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. Reardon 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 the 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 Forrestal 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 acquired knowledge in writing a book. In 1961, the Bureau of National Affairs published my book 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

back to work.

## **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

effect.

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

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 Warehousemen's 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 Warehousemen's 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 skimmers 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

ILWU.

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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## **"The 1934 Strike"**

### **As Told by Sam Kagel, A Member of the 1934 Joint Marine Strike Committee**

#### **INTRODUCTION BY DAVID OLSON**

My name is David Olson, I was the inaugural holder of the Harry Bridges chair and the founding director of the Center for Labor Studies. I welcome you to this session. This is a very special session of the several days of proceedings, because we are featuring a person who is a legend on the West Coast in arbitration circles, in waterfront worker circles, who has a historic memory about many of the events that we have been pondering and talking about over these last three days.

We have been celebrating the sixty-fifth anniversary of the 1934 longshore strike and the ninetieth anniversary of the 1919 Seattle general strike. Sam Kagel was ten years old when the 1919 strike happened. At the time, he was a student at the Harrison Street Grammar School in Oakland. In 1929, he received his bachelor's degree from the University of California at Berkeley. He then became a graduate student in economics. He left that graduate program prior to receiving the Ph.D. degree for a position in the California State Department of Industrial Relations. He served for nine years in the Pacific Coast Labor Bureau, from 1932 to 1941. He has asked me to point out that this

was a group of economists who were not lawyers and who represented unions in negotiations; in effect they were part of the unions.

Sam Kagel experienced the 1934 longshore strike up front, close, and personal. He became an important participant in the events that he will describe today. He was a member of the Joint Marine Strike Committee, representing the Marine Engineers Union and the Longshore Union. During World War II, our speaker served on the Northern California Manpower Commission. In 1948, he received his law degree from the Boalt Law School at the University of California at Berkeley.

After the law degree, in 1948 he was appointed the Pacific Coast Longshore Arbitrator, a position he still holds today. He was a friend of, a colleague of, and worked closely with Harry Bridges in the 1934 strike. He has asked me to emphasize that though he has practiced arbitration for 51 years, he has not retired. He does not intend to retire, and his current active accounts include longshore, teamsters, and professional football.

### **SAM KAGEL**

My main assignment here is to try and get you to understand and to become part of the 1934 longshore strike. I want to suggest to you a very simple formula about strikes. I'm talking about economic strikes. I'm not talking about social strikes. The 1934 longshore strike was an economic strike. Now, what is a strike? A strike is simply one of the techniques that's available to settle disputes. The normal method of settling a dispute, whether it be over wages, hours, or anything else -- is to try to negotiate a settlement. If this does not work, you try mediation, and if this does not work, you might arbitrate, but if X is not agreed to, then you strike, or, you're locked out.

Now what you need to make a strike successful is to have an issue. And in '34 we had an issue. You have to find an opponent. We had an opponent in 1934. You had to have leadership. And such developed during that period, from 1932 on -- Bridges being one of them. And you need a conclusion. Now, the conclusion in '34 was an arbitration, which was forced so far as the longshoremen were concerned on them. They didn't want to arbitrate even after the general -- well, it's called the general strike. And that was not a general strike, because again, in the economic picture, what we had in San Francisco was a general sympathy strike, and that's what you really had here. I mean, I read as much as I could find about your strike in 1919. And I find that it was a confused contrast of various beliefs, some old Wobblies, some labor people in charge of the labor council who had lost their hold on the membership. A confusion actually as to what was in dispute. It didn't last long. And most of these sympathy -- general sympathy strikes don't last long, and there's a reason. If you keep them going too long, there's an internal pressure that develops, and it'll blow up in your face, and that's what happened in San Francisco. And we'll get to that, I hope, before the hour is out, and show you how it was one of -- just one of the elements that brought about the final settlement of that strike.

So, we start out with the fact that in San Francisco, longshoremen had been organized as early as 1865. In 1916, there was a longshore organization called the Riggers and Stevedores. And it was referred to as the Red Book Union. The reason for that was because its dues book was colored red. And that union had a strike in 1916 against the employers in San Francisco, which was very unsuccessful.

1919 comes about, and we have another strike by the Red Book Union. One of the demands that was made in that strike was that the longshoremen be given representation on the board of directors of the shipping companies plus a cut of the profits. To this day,

no one's certain who it was that got the local to adopt that demand, and whether it was not in fact planted by the Employers. In any case, the 1919 strike occurred, and the Employers made up their mind that they were no longer going to have the Riggers and Stevedores union or any union associated with the ILA. Now, the ILA was the International Longshoremen and Association, which had its headquarters in New York headed by Joe Ryan. And you'll hear about Joe in this particular story in a few moments.

So what did the Employers do? On the docks, the Walking Bosses had what they call a Harmony Club. And the Harmony Club was designed by the Walking Bosses, their own union as against the shipping companies. The Employers in 1919 went to two men in that club: Bryan and Stein, and got them to agree to create a new longshore union. And that union was given a closed shop by the employers, which in those years, meant that you couldn't work on the docks unless you had a membership and a dues book from the Blue Book Union. And it was called the Blue Book Union because the dues book was colored blue.

Now that union was a company union. Some years ago the Matson Steamship Company wrote a history of the company, and it had a chapter dealing with the labor relations that Matson was in. And in that book, with reference to the Blue Book Union -- I'm quoting now from that study -- "Matson and other ship owners broke a San Francisco longshore union in 1919, and replaced it with a company-dominated organization. This was complete with blacklists, and a system wherein a stevedore had to have a brass -- a sort of an identification tag -- and a blue book to get his pay, but would acquire neither unless he had paid his dues to his company union and not otherwise in disfavor."

Now that company union did absolutely nothing for the longshoremen. In San Francisco, the only way you could get a job was to "shape up." And the shape up

constituted longshoremen shaping up, physically shaping up in front of piers. And how did you get a job? Well, the walking boss would select you. And this led to all kinds of favoritism. It led to all kinds of bribery, because that's the only way you could get on the ship to work. And the Blue Book Union did nothing about that.

In some of the other ports on the coast you had so-called "halls" for employment. We called them in those years "Fink Halls." They were run and conducted by the employer. And while you could get a job through that hall, the employer also used that hall for the purpose of discriminating against any longshoreman or group of longshoremen that was attempting to organize.

The other problem was the matter of speed up. There was no control on the size of the load. There was no control on how often the hook was going to be lowered for the purpose of moving cargo into the hold. Once you were at a job, you were at the complete mercy of the employer. He could decide how many hours you were going to work. It might be a one-hour job. It might be a continuous job for 10 or 15 hours. And you were always confronted with speed up.

That condition lasted from 1919 to 1934. And when I talked earlier about having an object against which workers might want to strike, this was it. The longshoremen wanted to get rid of the Blue Book Union. But don't forget, the Blue Book Union had a closed shop agreement. They were paying about 90 cents an hour, which in those years, was high pay. And that was a very difficult hurdle to overcome when seeking longshoremen to get rid of the Blue Book Union.

So, there had to be some kind of a propaganda group, a group that was going to try to actually do something to get the longshoremen interested in taking physical action to get rid of the Blue Book Union. And Bridges was one of the persons. Henry Schmidt was

another. Dutch Diedrich was another. There was a whole group of longshoremen who believed -- this is in 1932 -- and sought to do something about getting rid of the Blue Book Union. They had meetings. They sponsored a mimeographed newspaper, one sheet called *The Waterfront Worker*, which was distributed irregularly on the docks, and in which the Blue Book Union was attacked. They were moving at a slow pace, because here you had to overcome a union which had a closed shop, and jobs were controlled by this Blue Book Union in conjunction with the employer.

That job was very difficult. But it has always impressed me, the coincidental events that occur historically. And at this particular precise moment, that happened. I'm talking about 1932. And what was that event? Well, it was the election of Franklin Roosevelt.

When Roosevelt was elected, he stated publicly that what he wanted was action, action, action. And he got action. That Congress -- it might have been the 73<sup>rd</sup>, I'm not certain of the number now -- but in the space of about three months, passed legislation, which came to be called the New Deal. And those of you who might be interested historically in that, I would suggest that you go to your library and maybe to a secondhand bookstore and find a copy of Arthur Schlesinger's book called *The Coming of the New Deal* in which he describes these events.

The Congress of the United States at that time was frightened about our economic situation. Remember, we were in a Depression, which occurred in 1929 with the big break in the stock market. And between 1929 and 1932, we had guys jumping out of windows on Montgomery Street, which is our financial district. Guys selling apples on the corner. And one of the great songs of that time was *Brother, Can you Spare a Dime?* We had 16 or 17 million unemployed.

The efforts of the Bridges group were very important, because their opposition to the Blue Book Union was aided in large measure by the passage of the National Industrial Recovery Act, which was one of the 16 major pieces of legislation passed under the so-called New Deal. And what was so great about that? That act contained Section 7A. And Section 7A for the first time in the history of the United States was a declaration by the Congress of the United States that workers had a right to organize and select unions of their own choosing.

Now, as soon as that happened and the President signed it, my office prepared a great many petitions asking longshoremen to sign up with the ILA. All the longshoremen signed it. And in addition, the old ILA local, which had been put out of business by the Blue Book Union, was resurrected as Local 38-79. And membership was offered to longshoremen at 50 cents and they were given an ILA button. And within maybe 20 days, 2,000 longshoremen signed up.

In my opinion, the work that was done by Harry and his group, and by the fact that at that precise moment there came aid by way of Section 7A, assured longshoremen, who might have otherwise not been so assured, that they would be protected as to their right to organize.

The end of the Blue Book is described in Matson's own history of its company as follows:

The Company fired four men for wearing ILA buttons on the job.

President had approved the National Recovery Act code for the waterfront so NRA officials said they could do nothing to help the fired men.

Bridges and his group took action when they convinced the Matson workers to strike until the discharged men were taken back. They did strike. Finally the company agreed

to arbitrate the case of the discharged men, which was done and Matson was ordered to reemploy the original discharged men.

And the Matson history then says, "Bridges said later, 'that [the arbitration award] reestablished the ILA on the waterfront.'"

When the award was announced many longshoremen built a fire and threw their Blue Book dues book into the fire.

Harry and his group eventually voted themselves into control of the local ILA union. And it made a demand upon the employers in San Francisco for collective bargaining. And, the employers in San Francisco at that time said no, because one of the things that the union wanted was a coastwide agreement.

So, what happened next was that the San Francisco longshoremen took the step of calling all of the local unions on the coast to a meeting in San Francisco. The purpose of the meeting was to establish the minimum demands that the longshoremen were going to propose for the code, and they then agreed at that time that they wanted to have a coastwide agreement, and that was the #1 demand. The second demand was a hiring hall, which would be run by the union. Number three, they wanted a dollar an hour. Number four, they wanted a six-hour day, because in those years the name of the game was to spread work because of the Depression. Those became the basic demands.

In April and May efforts to settle an agreement for Longshoremen failed. On May 9, 1934 all of the Longshoremen on the Pacific Coast went on strike.

This strike also included maritime workers because as ships came into port, the crews walked off and joined the strike. So on May 9 the strike was a Longshore and maritime workers strike. And this resulted in the Longshore union adding to their demands a demand that the ship owners would have to deal with the maritime unions.

At that time the Longshoremen together with the maritime workers unions--the Sailors Union, the Master Mates and Pilots Union, and the Marine Engineers Union--set up the Joint Marine Strike Committee. I was a member of that committee representing the Marine Engineers. That committee took over the direction of the strike so far as the government and the employers were concerned.

In order for the strike to be successful, it was necessary to keep the ports closed. The ports were closed when the longshoremen and maritime workers went on strike. In that effort the Teamsters were the key. What was the support from the Teamsters?

At the beginning of the strike teamster support was lukewarm. The Employers had strikebreakers on two ships docked in San Francisco. And they were used to unload ships. They weren't loading them, because there was no place they could go. But they were unloading them. And the docks were getting filled up. At first, they were able to move some of the cargo off the docks and away from the pier, because the Teamsters said, "Okay, we'll pick it up." Well, that didn't last long, and they stopped that.

However, the Teamsters later said, "We're not going to handle any cargo coming off those ships." In San Francisco, we also had a belt railroad, which was state-owned and operated by civil servants. And that railroad ran along the distance of the waterfront. And strikebreakers were unloading cargo onto the belt railroads. And at first, the Teamsters handled that cargo. And then finally, they said they wouldn't handle it.

Eventually the movement of cargo off the docks stopped and then the employers in San Francisco said, "We're going to have to open the Port."

There was in existence in San Francisco a group of employers and financial interests who, in other labor situations had come in and represented the employers in dealing with strikes with the object breaking the strike and the involved unions. And it was called the

Industrial Association. The Waterfront Employees turned over the strike to the Industrial Association for the purpose of opening the port. So, in July the Industrial Association made its arrangements with the police in San Francisco that they would receive police protection for the purpose of opening the port. And they bought half a dozen trucks, and they became the Atlas Trucking Company; they rented a warehouse from one of the piers. On July 3, they moved cargo from the piers to the warehouse. And such was done with about 1500 San Francisco police guarding this operation.

So, on July 3<sup>rd</sup>, they made the first move, and they moved a couple of trucks. And there was a slight riot -- not really a riot, but just a protest. Then the Employers said, "Well, tomorrow's July 4th, so we're going to celebrate. And so we're not going to try to open the port. But on July 5th, we are."

Well, comes July 5<sup>th</sup>, Thursday. What resulted was the Rincon Hill Battle. And it was not just a riot; it was actually a battle.

I'm going to take a moment to read to you a description of what took place, written by an employer who happened to be in the neighborhood:

As I entered the fog-laden San Francisco warehouse district on the morning of July 5th, 1934, there seemed to be little out of the ordinary in the life of the city. Only the frequent squads of pickets reminded me that the 57 day-old longshore strike was still in progress. There I saw a long line of red trucks emerging from the back of one of the buildings. These were the strikebreakers, carrying out the port opening plan of the San Francisco Industrial Association. How closely each truck followed the other, and how carefully the drivers seemed to keep their faces turned away from the watching picket lines. Perhaps it would unhealthy to be

recognized. Leaving the scene, I drove to the top of Rincon Hill, commanding a view of the south waterfront and the Embarcadero along Pier 38. As I walked toward the mixed crowds assembled there, an object whined ominously overhead and crashed into the wooden frame building on the street corner. Below, I saw little crowds of bluish smoke rising on the bars on the dirt slopes. There were tear gas bombs coming from a group of about 50 police officers in blue uniforms at the base of the hill. And charging down upon them was a shouting mob of several hundred strikers -- men and boys, some in old coats, some in shirt sleeves, down upon the uniform. They hurled rocks. They picked up the tear gas bombs, and threw them back at the police. For the bombs became thicker, and shots faster. Four strikers fell in agony. The ranks broke, and the men streamed up the hill with the police in pursuit on foot and horse. Flames shot up on the dry grass slopes of the hill, and the smoke of the vessels mingled with the blue gas from the bombs. In a few moments, the red cars of the fire department were racing into the scene. Pickets tried to cut their rough fire hoses. Streams of water played on the rioters, and at times, on the police and firemen. I followed the pickets toward ILA headquarters on Stewart Street. The crowd seemed to have retreated to the streets above for a few minutes respite. Suddenly, bedlam broke over Stewart Street. Struggling knots of longshoremen clearly pressed by officers, mounted and on foot, swarmed everywhere. The air was filled with blinding gas. The howl of the sirens, the low boom of the gas guns, the crack of pistol fire, the whine of the bullets, the shouts and curses of sweating men.

Everywhere was a rhythmical waving of arms like trees in the wind. Swinging clubs, swinging fists, hurling rocks, hurling bombs, as the police moved from one group to the next. Men lay bloody, unconscious, or in convulsions in the gutters, on the sidewalks, and in the streets, and two men were killed.

One was a longshoreman, Howard Sperry, and one was Bordose, who was a maritime cook. And to this day, on that corner, on Stewart Street, on every July 5th, Bloody Thursday, a memorial is held by the maritime unions and the longshoremen in memory of those two men.

Well, there then followed a funeral. In the meantime, the port was opened because not only were there some 1,500 police on the waterfront, but the governor had ordered in the National Guard. And the National Guard proceeded to put armed soldiers in front of every pier including machine guns. And the General in charge announced that there would be no nonsense so far as he was concerned if the longshoremen attempted to fool around with his men.

For the burial an arrangement was made by the Longshoremen with the police that the bodies would be escorted up Market Street to the funeral parlor. Those of you who know San Francisco know that it's a long street in the middle of town. And, by agreement with the Longshoremen, no police were be present.

On the day of the funeral, there were thousands, not only Longshoremen but also workers from many other unions. Other persons, who were not even workers or members of unions, also marched in this procession. The caskets were on a truck. One of them was covered with an American flag, because one of the men was a veteran. There was a band that played a solemn Beethoven music. There wasn't a cop in sight.

And that particular funeral was one which led Paul Elial who was then the research man for the Industrial Association to write the following. He said, "It was one of the strangest and one of the most dramatic spectacles that had 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 the justice and righteousness of the strikers' cause." And again, this was a coincidental event, which played an important part in the final resolution of the longshore-maritime strike.

Those of us who were on the Joint Marine Strike Committee knew that the port was now open. Between the police and the National Guard, there was no way to keep the port closed.

There had been murmurs of a general strike. And we in the Joint Marine Strike Committee had a lot of discussions of such an action and finally announced in favor of such a strike. We were talking about a general sympathy strike. And we knew that there would be some groups of workers who would not join. For example, the ferryboats continued to operate between Oakland and San Francisco. The newspapers continued to operate. The electrical workers continued to supply power.

But nevertheless, after this funeral procession, union after union took action to join in a sympathy strike. And a demand then went to the San Francisco Labor Council, which was basically a conservative labor council in those years, to announce such a strike. The San Francisco Labor Council could not entertain the business of a so-called general strike according to the AF of L rules, so we were told. And so it converted itself into a general strike committee. There were a couple hundred delegates there, including the membership of the Joint Marine Strike Committee. Fifty delegates were selected out of

that group to monitor the conduct of the general strike. Bridges was proposed as chairman, and lost.

It became very clear to us that the name of the game was to end the general strike as soon as possible. And one of the union leaders of the Labor Council Committee, George Kidwell of the bakery wagon drivers, was a very great friend of the longshoremen. He had been doing some reading, and he said, "Look, I read about the Seattle general strike. I read about such strikes in other parts of the world. I am convinced that we have to bring this strike to a conclusion as rapidly as possible. Otherwise, it's internal pressure will blow up in our faces."

Well, first, let me tell you what happened on the first day of the strike, which was July 16. If you know Market Street in San Francisco, imagine looking up it and seeing nothing. There were no autos -- nothing. There were only sixteen restaurants given permits to be open, which was ridiculous in a city the size of San Francisco. Grocery stores had been cleaned of the shelves.

This event was a "Red Revolution" according to the Employers, the newspapers, and the United States government, except for Madame Perkins.

Well, the strike began to dissolve really rapidly; it only lasted for four days, until July 19. The Labor Council passed a resolution that provided that the general strike would end when the employers and the involved unions agreed to arbitrate all differences. And in the case of the maritime unions, that the employers would deal with them.

The Joint Marine Strike Committee wasn't particularly happy with that, because the Longshoremen did not want to arbitrate the matter of the hiring hall. But nevertheless, the resolution passed, and unions other than the longshoremen, began to go back to work. The Teamsters accepted the resolution, and at that time Michael Casey said that if the

employers accepted it they would go back to work. The Teamsters returned to work on July 21.

There was one man who recognized the position of the Teamsters, and that was John Francis Nylan. He was a very, very prominent attorney. He represented the Hearst newspapers. And during the strike he had organized all of the newspapers -- and we had five of them in those years in San Francisco -- to run canned editorials blasting the hell out of the waterfront unions. He apparently saw what was happening, and he described in his oral history what he did. He says -- I am quoting -- "I invited all the shipping magnates down to my place in the country, and we had an iced water lunch, no cocktails or anything of that kind. And then I took them down into the open air where all of 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 legitimate interests of labor down there. That they had to get onto themselves, get in line and help out of this thing. That went on all afternoon down there."

And then what did he do? He then had published in the newspapers that the employers had accepted the proposal of the Labor Council strike committee, and the employers did so. As to the Longshoremen, Bridges insisted, on a coast-wide vote at that time as to whether longshoremen would agree to arbitrate. They did so, and the Longshoremen returned to work on July 31.

Who was the arbitration board? Franklin Roosevelt appointed a three-man committee. First to mediate -- and that consisted of Ed McGrady, an assistant to the Secretary of Labor; an attorney in San Francisco by the name of Cushing; and Archbishop Hanna.

The President converted that mediation board to an arbitration board. Henry Melnikow and myself of the Pacific Coast Labor Bureau both prepared and presented the arbitration on behalf of the longshoremen. And we had hearings in San Francisco, Seattle, Portland, and San Pedro.

On October 20<sup>th</sup>, 1934, the Arbitration Board came down with its decision. It granted a coast-wide agreement. As to the hiring hall, it set up a joint hiring hall but with the dispatcher selected and elected by the union, which is what it is today, which gives the union a great deal of control over the hall. And they granted the six-hour day, which many years later, the longshoremen converted to an eight-hour day for a price. That was the award. That was the first Longshore contract. And it provided for arbitration of grievances. Did that result in peace?

No. Some of the basic matters over which the longshoremen had struck -- namely, the size of the load and the speed up -- had not been addressed by the Longshore Board.

And so for two years, the longshoremen by job action and violation of the contract and violation of arbitration awards that were made from time to time, reached to the point where speed up was controlled. And the size of loads were reduced, and it finally became part of the contract.

There was a strike in 1936. Mainly because of the sailors going out on strike.

The next strike of the Longshoremen was in 1948. The '48 strike was very important, because by that time, the Taft-Hartley amendments had been passed. And they provided for some kind of a control by the employers exclusively of the hiring hall, and the employers thought they were going to get the union out of the hiring halls.

It also provided that the officers had to sign a statement they were not Communists. The Longshoremen refused to do that. And they submitted that issue to a coast-wide vote

of the Longshoremen. With the exception of a couple of hundred votes, thousands of Longshoremen voted, "Don't sign." When that happened, the Employers said, "We're not negotiating." And they didn't.

This was about the 70th day of that strike. But there was a group of employers in Hawaii, primarily Matson, who wanted to end that strike. They came over to San Francisco, and they brought with them a man by the name of Dwight Steele, who at that time was President of the Hawaiian Employers Council who had been dealing with the longshoremen over there, particularly with Jack Hall, who had organized both sugar and pineapple and the longshoremen.

And the first thing this group of Employers did was they took the man who was the head of the Employers Union and sent him on a trip around the world. And the Matson group told Bridges, and the Executive Board said, "Hey, look, we don't give a damn whether you're a Communist or not a Communist. We don't care about that. We want to settle this strike."

And so, the strike was settled. It went for about 85 days. And one of the things that was settled was that the union gave up the right to have job action, because the Employers said, "We can't operate if you're going to continue that kind of a technique."

And they got other things on return, but they also provided for the present grievance procedure, which is the only one of its kind in the United States. It was in 1948 that I was appointed as the Coast Arbitrator, and I'm still in that position. And Area Arbitrators were provided in Portland, one in Seattle, one in San Pedro, and one in San Francisco.

Of those four persons two come from the ranks of the union and from the ranks of the Employers.

Now those Area Arbitrators are employed full-time by the union and by the employers, and they're paid half and half. And we also instituted what we called "instant arbitration," which meant that if there was any work stoppage on the docks, whether it be for safety purposes or any other purpose, the Area Arbitrator would immediately go to the dock, hear that case, and make an immediate decision. The union was either right in stopping work, or it wasn't right. And if it was right and it was a safety matter, the Area Arbitrator ordered that the condition be corrected. If, on the other hand, the union for some reason was using that incident as a gimmick, they would decide, "You don't get paid for stand-by time, and go back to work."

Now that is a grievance procedure that's been working since 1948. No Area Arbitrator has ever been discharged. They've died in office, or they retired in office.

In any case, that brings you up to '71, because there was no strike between '48 and '71. And in '71, there was a strike that went over 100 days. I mediated – not arbitrated--the end of the strike.

Well, anyway, that was that. We've had no strikes since '71. Right now, currently, as a matter of fact, this month there's a caucus that meets in San Francisco of the longshoremen determining what proposals they're going to ask for in their contract, which expires on June 1st of this year.

It can now be reported that ILWU and PMA agreed on a contract, which will be in force until June 30, 2002. My position as Coast Arbitrator has been continued by the Parties until at least June 30, 2002.

Important Notice—  
see page 10



# The DISPATCHER

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## Inside Line

### ARNOLD'S DECLARATION OF CLASS WAR

No more innuendos. No more backdoor assaults. No more collateral casualties. This is all out class war and they declared it.

California Gov. Arnold Schwarzenegger has made his position clear—the enemies of the state are its workers, particularly those organized in unions. All the ballot initiatives he is backing in the Nov. 8 special election share one goal—to stick it to workers and any non-Republicans who have opposed Schwarzenegger's corporate agenda.

Posing as a moderate Republican, Schwarzenegger is pushing an extreme Bush-like program, shamelessly attacking workers and unions, while raking in millions and millions from his corporate sponsors.

The nurses and teachers have been relentless, stalking Schwarzenegger at every one of his million-dollar fundraisers, even and especially when he's been doing his begging outside of California. They continuously staged media events to hammer home the financial status of those backing his "reform" agenda and contrast them with the working people he is blaming.

Schwarzenegger's poll numbers are way down. So now the media, ever the sheep, are emboldened to finally do their job and point out how he is using dummy front organizations to hide and launder campaign contributions from his corporate pals. What we now have is not just influence peddling, but also blatant lying about it. As Watergate and Iran-Contra showed, it's not so much the crime but the cover-up that'll get ya.

The lines Schwarzenegger has drawn could hardly be sharper. The one initiative he had to withdraw was perhaps the worse. It would have eliminated the defined benefit pensions—guaranteed retirement checks—for state public employees such as police, firefighters, teachers, nurses and government workers. Schwarzenegger only pulled the petitions to put it on the ballot once it became clear that in their haste to stick it to all unions, their legal language was so poorly written that it also eliminated the death benefit payment to families whose police or firefighter member perished in the line of duty. The police and firefighter unions raised holy hell over that and even the California Republican Party couldn't find a spin to defend it.

But his other initiatives made the Nov. 8 California ballot. (See page 4 for the ILWU endorsements.)

Recently, in a desperate move to electro-shock a pulse back into his campaign, Schwarzenegger officially embraced Prop 75. This is the so-called "Paycheck Protection" law that through burdensome bureaucracy would effectively take public employee unions out of the political process.

There's nothing tentative about Schwarzenegger's actions now. He's fighting for his political life. But we're fighting for our real lives.

We can win this one. We can not only beat back this insane attack—we can deal a mortal blow to the Bush/Republican agenda in California. We just got to do it.

Contact your local, your ILWU District Council and/or your local Central Labor Council to find out what you can do to terminate the Terminator.

—Steve Stallone  
Editor

# PRESIDENT'S REPORT

## Register for relief

By James Spinosa  
ILWU International President

Our entire country has been stunned by the devastation of Hurricanes Katrina and Rita. We have all been moved by compassion to reach out and find some way to help those who have suffered so much.

So many have lost their homes and most of their worldly possessions. And so many have lost their places of work, the jobs and income that sustained them and their families. The loss of a sense of home and community is by itself devastating, but being separated from loved ones, having lost touch with them for so many anxious days and weeks, or having lost them for good—it's all so overwhelming.

Characteristically, the ILWU family immediately jumped into the fray to provide aid and comfort. In our locals up and down the Coast, officers and rank and filers quickly sized up the needs, what they could best do to meet them and got down to it. The basic necessities and small comforts of life are not the only things in short supply—so is hope. And we must help with that too.

There won't be a quick fix to this disaster. Recovery will be a long process and we have to commit to being there for the long haul. As organized labor has always known and practiced, the best way to assure that commitment over time is through an organized and structured program.

So I and the other officers of the ILWU have worked out a plan for ILWU longshore workers to raise and donate money to the ongoing relief effort for the next six months.

We have decided to work with and through our friends and allies in the AFL-CIO. The labor union federation that stood by us during the 2002 longshore contract fight is now leading a comprehensive program to help working people in the Gulf area get back on their feet.

The AFL-CIO has set up worker centers in seven cities where evacuees are staying—Baton Rouge, Houston, Atlanta, Mobile, Dallas, San Antonio and Pearl, Mississippi. These centers are providing job referrals, counseling and information services to dislocated workers and their families. They are also guiding families as they apply for government and other assistance, helping them access aid as expeditiously as possible. The centers will also fulfill some immediate needs of victims by distributing supplies, clothing, etc.

Under our new program, interested ILWU longshore workers can, with ease and convenience, make voluntary, charitable contributions for hurricane relief efforts directly through individual payroll withholding. In addition, our longshore employer PMA will match dollar-for-dollar on the first \$250,000 of contributions by longshore workers through this program. This program is completely voluntary.

To participate, all you need to do is sign and return to PMA a consent form, "ILWU-PMA Voluntary Payroll Authorization," specifying the amount you choose to have withheld from your paycheck in each weekly payroll period between Nov. 1, 2005 and April 30, 2006. You may also choose to cancel your donations at any time before April 30, 2006.

In the special notice regarding the ILWU-PMA hurricane relief campaign along with the consent form for authorization of withholding donations are reproduced on the last page of this issue. The consent form can be cut out and used to submit to PMA. The special notice and consent form are also being distributed to all longshore workers through the joint dispatch halls, local Union offices and local PMA offices.



*It's times like these that make us so acutely aware of how much we rely on each other to overcome the inevitable adversities.*

If you choose to participate in this voluntary program, the minimum amount that PMA can withhold from each paycheck is \$5.00 due to administrative reasons. The withholding program will cover approximately 26 payroll periods during the six-month period. So, for example, a minimum contribution of \$5.00 per paycheck during 26 weekly payroll periods would amount to approximately \$130 by the end of the six-month program.

The funds raised from ILWU members through this payroll withholding program will go entirely to the special Hurricane Relief Fund of the AFL-CIO's Union Community Fund (UCF), labor's charity for working families and communities in distress. The contributions will go to UCF worker centers that are assisting working families in the Gulf region devastated by the hurricanes. None of the monies donated will go towards "administrative fees." In the event that the UCF worker centers need to close sooner than expected, UCF will give any remaining donations from our program to other charitable organizations providing hurricane relief. So all ILWU monies will be devoted to hurricane relief efforts. The Union Community Fund is a nonprofit, 501(c)(3) public charity. Donations to UCF are, therefore, tax-deductible to the extent provided by law for charitable contributions. PMA's matching contributions will go to a hurricane relief public charity yet to be determined. (See payroll deduction form on back page.)

Those affected most by the hurricanes are workers and the poor, in this case mostly people of color who have been the victims of an unjust system for generations. We need to show the same unwavering solidarity in the face of this devastation caused by nature as we do to devastation caused by the bosses, when our fellow workers are on strike or locked out or under another Bush or Schwarzenegger attack—because that is part of this.

This was not just a "natural disaster." Certainly there were ferocious and horrendous hurricanes. But it was political decisions that turned disaster into catastrophe.

New Orleans flooded because of a political decision by the Bush administration not to fund reinforcement for the levees that would have held back most of the city's floodwaters, and instead use that money for the Iraq War and the tax cuts for the rich. It was a political decision by the Bush administration to move FEMA away from being a natural disaster emergency relief agency and to put someone with absolutely no experience in the field in charge of it. And it's a political decision by the Bush administration to use this devastating disaster to further attack workers and make them victims again.

In the Katrina situation, Bush has invoked emergency powers to "suspend" certain laws passed by Congress and signed by a sitting president. The first one was the law guaranteeing "prevailing" area wages for federal government-funded building projects.

If all those billions are going to be spent rebuilding New Orleans and that area of the Gulf Coast, a good strategy would be to give local workers in Louisiana and Mississippi decent pay. In that part of the country, prevailing wage amounts to only about \$9.00 per hour. Economists figure that would reverberate seven or eight times through the local economy.

But Bush believes that \$9.00 per hour would hinder growth and the contracts being given to Halliburton and his other corporate pals. It's not enough that his policies led to this disaster, but now he means to make workers pay for it again.

It's times like these that make us so acutely aware of how much we rely on each other to overcome the inevitable adversities. We are not an individualist, ownership society. We are interdependent. And an injury to one is an injury to all.

## The DISPATCHER

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# ILWU mobilizes relief for Katrina victims

By John Showalter

Kris Hillyer ran into her daughter's bedroom and began packing clothes when she first saw the devastating images of Hurricane Katrina victims flashing across her television screen on the day after the Category Five storm crashed into New Orleans and communities along the Gulf Coast.

"I took all the new clothes I'd just bought her for school and packed them up to send to relatives in Jonesboro, Georgia. Their church is driving the goods to victims in Gulf Coastal communities," said Hillyer, an ILWU Local 52 marine clerk who works as an on-dock rail supervisor at the Port of Seattle. She is working with local Red Cross officials to let donors know which goods are most needed.

Hillyer's actions are mirrored in the cash and material donations given by many ILWU local members coastwise in the weeks since Katrina robbed hundreds of thousands of working families of everything. The Coast Committee and the International have, together, donated \$10,000 to the AFL-CIO's hurricane relief fund, while a Seattle-based a relief fund established with the involvement of longshore Local 19's Jack Block, Jr., Northwest Cares, has raised as much as \$4,000 for storm victims.

Block—a City Councilman in Burien, Wash.—is coordinating hurricane relief donations and their shipment south with Hillyer, Gabriel Prawl of Local 19 and others from ILWU Puget Sound locals, regional churches and member organizations of the Million Worker March. The Burien City Council agreed to allow the ILWU to use an empty Gottchalk's Department store and its parking lot as a drop-off point for donations, and steamship company NOL/APL has donated five empty 53-foot containers. Gordon Trucking loaned vehicles and Tacoma Local 23 members paid \$2,900 for Teamsters Local 174 drivers to transport items like diapers, toiletries and clothes to a distribution center in one of several evacuee centers in San Antonio, Texas.

Block traveled with the five-truck relief convoy to San Antonio the week of Sept. 19. The trucks were unloaded by the Salvation Army and donated items were distributed by the Red Cross at three evacuation centers in the city where as many as 14,000 hur-



Local 10 members load a container with Katrina relief supplies outside their dispatch hall.

ricane evacuees had been living. Block said that approximately 11,000 of the evacuees have found at least some form of temporary housing due to the generosity of real estate developers, families, churches or other public and private groups. More than 400 volunteers are still helping coordinate relief efforts on-site for the remaining 3,000 evacuees in San Antonio.

Other member-loaned vehicles have been driven south to towns in Alabama, Georgia, Mississippi and Louisiana where relatives of union members and their churches have been driving goods on the final trip into the disaster areas. The combined donations of the Northwest locals are expected to help thousands of destitute individuals evacuated from the Gulf.

At Local 23, members joined with a military family relief effort called "Southern Comfort" at nearby Fort Lewis. As families from Gulf Coast military bases were relocated to Fort Lewis, the local pitched in to the donations in Burien, directed the needy families to the site to receive these goods and gave cash donations to these families. Members at other locals in California and the Columbia River region are giving through the AFL-CIO's fund and coordinating with local churches, donors' compa-

nies and distribution centers for evacuees in cities around the country.

At Local 10 in the San Francisco Bay Area, just days after Hurricane Katrina struck, retired longshoreman Reverend Joe Noble, Local 10 President Trent Willis, and Executive Board member Clarence Thomas met with U.S. Representative Barbara Lee (D-CA), member organizations of the Million Worker March and local NAACP officials to plan material donation efforts to the Gulf Coast. Mountains of community donations piled up in front of the Grand Lake Theater in Oakland were then loaded into containers donated by Maersk, Horizon and Matson shipping lines. On Sept. 8, longshore workers began packing the first San Francisco container in the Local 10 hiring hall parking lot with water, blankets and other necessities. At press time, eight containers in Oakland and two in San Leandro and one in San Francisco were shipped out.

Local 10 also passed a resolution opposing Bush's repealing of the Davis-Bacon Act for the clean-up and rebuilding of New Orleans. That act requires contractors receiving federal money for construction projects to pay their workers at least the area prevailing wage. The resolution also

supports the rights of New Orleans and Gulf community residents/victims to rebuild their own communities as part of a federally funded public works program, and not have outside contractors awarded the work.

In Southern California, volunteers from Local 13, building trades unions and other unions within the L.A. County Federation of Labor are working seven days a week to convert warehouse space belonging to the Salvation Army into a one-stop relief center that will house 100 families and serve over 1,000 people displaced by Katrina.

Dozens of Local 13 volunteers were among the first on the scene Sept. 8, as more than 500 County Fed activists literally swept clean the 120,000-square foot warehouse, clearing the way for carpenters, electricians, drywall laborers, plasterers and carpet layers to erect the maze of rooms that will house families and offer office space for agencies that will assist storm victims.

The Inlandboatmen's Union, the ILWU's Marine Division, has set up an "IBU Hurricane Relief Fund" with the Waterfront Credit Union in Seattle. Members are donating to that fund designed to help the dozen IBU members in the Gulf who have been affected by Katrina.

## Katrina hits port workers lives, jobs

By John Showalter

Some 1,500 longshore workers in the Gulf Coast region, members of the International Longshoremen's Association, have been adversely affected by Hurricane Katrina. New Orleans Local 3000 is bearing the heaviest burden, along with locals in Mobile, Alabama, and Pascagoula and Gulfport, Mississippi also affected.

At a Sept. 14 emergency gathering of North Atlantic, South Atlantic and Gulf District ILA locals in Houston, the ILA International decided to reallocate \$1 million in general funds for relief of longshore workers and their families affected by the hurricane and challenged every ILA local to give at least \$1,000 out-of-pocket to the relief effort. The ILA North Atlantic District has given \$500,000 and the South Atlantic District has given \$200,000 towards immediate relief.

ILA Charleston Local 1422 President Ken Riley, who attended the Houston meeting, spoke with *The Dispatcher* upon his return home. Riley said Local 3000 has temporarily relocated its office and hiring hall to Baton Rouge, Louisiana. The local's president, James Campbell,

told Riley that longshore workers are only working in partial capacity at the Port of New Orleans. Most members—having lost their homes—are living in military ships docked at the port. Campbell also said that his local members, like many stranded in New Orleans after the hurricane and subsequent flood, didn't know where their neighbors, family and union brothers and sisters were in the days after the disaster.

The New Orleans local is having problems getting checks to its pensioners and accurately recording members' time worked. Only 60 percent of Local 3000 pensioners have direct deposit. ILA General Vice President Benny Holland, Jr. reported that Local 3000 is crediting New Orleans' longshore workers whose work was disrupted with the minimum work hours to qualify for welfare and benefits.

ILA presidents and secretaries meeting in Houston made it an immediate goal to get weekly checks for \$500 into the hands of every, identified, affected local member for the next three weeks. Many other ILA locals—like ILWU locals—are coordinating their relief donations with local Black churches or giving between

\$10,000-25,000 to the ILA's Katrina Fund. For instance, in Charleston, ILA Local 1422 gave \$1,000 worth of bottled water to a local congregation's relief drive, and Savannah ILA Local 1414 gave \$25,000 towards the fund.

Other nearby ports have absorbed

some longshore workers from the New Orleans. The ports of Galveston, Houston, Baton Rouge, Pascagoula and Gulfport—all targets for goods delivery in New Orleans' absence—hired approximately 100 Local 3000 members.



Leif Carl of Local 19 (left) and his brother Silas, a Local 19 casual, load supplies headed for San Antonio, Texas.

# WASHINGTON REPORT

## The disaster after the disaster

By Lindsay McLaughlin  
ILWU Legislative Director

**H**urricane Katrina ripped through the Gulf coast last month killing hundreds of people. Citizens of Louisiana, Mississippi and Alabama lost their homes, their jobs and their businesses. The levees around New Orleans broke and flooded 80 percent of the city.

We have since found out that the government diverted needed money to shore up levees to the war in Iraq and anti-terrorism initiatives. Americans cried out for help from the Superdome, the New Orleans convention center and from atop their flooded homes while Bush and his cronies at the Department of Homeland Security fiddled and dawdled. Federal Emergency Management Agency head Michael Brown was complimented by Bush for doing "a heck of a job" before the American people demanded he be sacked in favor of someone who knew something about emergency response. The world watched in horror as the all-powerful U.S. government left American citizens, New Orleans' poorest and most vulnerable residents, to fend for themselves. The Bush administration's incompetence and callous disregard for human suffering is in itself a disaster of immense proportions and contributed to making it worse. But it did not stop there.

Following the hurricane disaster, Bush decided to use it as an opportunity to attack basic fundamental worker rights for the people of the region. Sound familiar? After the terrorist attacks on 9-11, Bush started attacking worker rights and civil liberties by proposing the Patriot Act and by pushing through unfair and indiscriminate criminal background checks on American workers.

Four days after the hurricane hit, Bush waived the Jones Act—which mandates water transportation of goods between U.S. ports must be done by U.S.-flagged, U.S.-built, U.S.-crewed and U.S.-owned vessels—to benefit the petroleum and gas industry, even though the U.S. maritime industry clearly has enough vessels

to handle the situation. This waiver expired Sept. 19, but it gave the anti-Jones Act coalition a victory, and other industries have followed suit and are asking for waivers. The American Farm Bureau Federation has asked for a waiver of the Jones Act for agricultural products through the end of 2005.

Bush also suspended Davis-Bacon Act protections for construction workers in the rebuilding efforts of New Orleans and the Gulf. Davis-Bacon, enacted in 1931, requires contractors on federally funded construction projects to pay workers at least the prevailing wages in the area where the work is conducted.

"Suspending Davis-Bacon protections for financially distressed workers in the Gulf states amounts to legalized looting of these workers who will be cleaning up toxic sites and struggling to rebuild their communities while favored contractors rake in huge profits from FEMA reconstruction contracts," commented Ed Sullivan, president of the AFL-CIO Building and Construction Trades Department.

In the rush to cut worker wages in the Gulf, Bush's Davis-Bacon suspension may have been illegal, according to a Congressional Research Service report on Sept. 15, 2005. The law requires the president to issue a national emergency, according to the CRS.

"The Bush administration first made mistakes when it was too slow to respond to rising floodwaters," said Rep. George Miller (D-CA), a member of the Education and the Workforce Committee. "Then it made mistakes when it was too quick to slash workers' wages."

H.R. 3763, introduced by Miller (D-CA) would rescind Bush's proclamation to slash wages for workers in the region. It already has 170 cosponsors. This common sense legislation is needed to get money in the hands of the people who really need it—the workers in the Gulf region who have been devastated by the hurricane.

The day after Bush signed the executive order allowing contrac-

tors awarded federal money to help rebuild the Hurricane Katrina devastated Gulf Coast to pay substandard wages to construction workers, the U.S. Department of Labor waived most federal affirmative action laws for contractors. The affirmative action waiver applies to companies that do not have existing government contracts and are awarded federal relief work contracts. This waiver is for three months, but could be extended.

The bankruptcy bill the Republicans passed earlier this year could effectively ruin the futures of the working poor in New Orleans whose lives have already been demolished by keeping them responsible for debts they cannot possibly pay with all their assets washed away.

"In today's lagging economy, far too many hardworking Americans are living paycheck to paycheck, just barely getting by, said Congressman John Conyers (D-MI). "In that tenuous financial condition, many families are only one tragedy away from being devastated by debt. Many of the families who have now lost their homes, livelihoods, and personal possessions will soon be contacted by credit collection agencies demanding the next minimum payment on a credit card. Unfortunately, the bankruptcy bill recently passed by Congress makes matters far worse for these families."

The hypocritical Republican Congress is moving to exempt Katrina victims from the bankruptcy bill. But earlier this year, Democratic amendments to it designed to exempt disaster victims from the effects of the bill were voted down. Clearly there will be more disasters and more working people financially wiped out and deserving of a fresh start. But Congressional Republicans feel no pressure to provide for them and won't. Congress needs to repeal the bankruptcy bill that is simply a boon to multi-billion dollar credit card companies at the expense of working people.

To add insult to misery, the Bush administration is busy handing out no-bid contracts to its most cherished corporate supporters. A major donor to the Republican Party, the Fluor

Corporation and the Shaw Group, a client of George W. Bush's former campaign manager, was awarded a \$100 billion contract. Meanwhile, Halliburton Company subsidiary Kellogg, Brown and Root (which still funnels money to Vice-President Dick Cheney) was awarded a \$30 million clean up contract.

You can ask your member of Congress to take several sound public policy steps that would help those people who have suffered so much in the Gulf.

**Your member of Congress can be reached at:**

*The Honorable \_\_\_\_\_*  
U.S. House of Representatives  
Washington, D.C. 20515

*The Honorable \_\_\_\_\_*  
U.S. Senate  
Washington, D.C. 20510

Tell your member of Congress and Senators to:

1. Restore Davis-Bacon wage protections for construction workers who will rebuild the Gulf Coast.
2. Protect the Jones Act so mariners in the Gulf region will have gainful employment.
3. Identify and protect recovery workers from new and terrible biological and chemical hazards in the region.
4. Improve the benefits of the Disaster Unemployment Assistance program.
5. Provide health insurance coverage to all survivors through Medicaid, and reverse the budget cuts that limit Medicaid's ability to meet ongoing needs as well as those created by Katrina.
6. Provide comprehensive re-employment services to displaced workers.
7. Restore affirmative action requirements for contractors in an area where those who suffered most were disproportionately poor and people of color.
8. Repeal the bankruptcy bill so that Americans hit by disasters can start anew.

**"THANKS FOR GETTING THESE PROPOSITIONS WRITTEN FOR ME ON SUCH SHORT NOTICE."**



Raphael Cornford

## ILWU election endorsements

### Californian state ballot initiatives

- Prop 74 NO: No new delays on teachers' worker rights.  
 Prop 75 NO: No silencing unions' voices in the political arena.  
 Prop 76 NO: No budget power grab to allow the governor to cut school spending.  
 Prop 77 NO: No unfair and untimely redistricting.  
 Prop 78 NO: No phony reform designed for pharmaceutical companies' profit.  
 Prop 79 YES: prescription drug discounts for uninsured low and middle-income Californians.  
 Prop 80: YES: secure energy supplies and no more Enrons.

### Washington State ballot initiatives and port commissions

(by the Puget Sound District Council)

- Initiative 900 NO  
 Initiative 901 YES  
 Initiative 912 NO  
 Initiative 330 NO  
 Initiative 336 YES

### Port Commissions

- |                            |                    |   |   |
|----------------------------|--------------------|---|---|
| EVERETT<br>District 2:     | Connie Niva        | SEATTLE<br>District 1<br>District 3<br>District 4 | Lawrence Malloy<br>Richard Berkowitz<br>Pat Davis |
| GRAYS HARBOR<br>District 2 | Jack Thompson      | TACOMA<br>District 1<br>District 2<br>District 4  | Connie Bacon<br>Dick Marzano<br>Ted Bottiger      |
| OLYMPIA<br>District 1      | Steve Pottle       | VANCOUVER, WASH.<br>District 1                    | Brian Wolfe                                       |
| PORT ANGELES<br>District 2 | George Schoenfeldt |   |   |

# 'Wharf Rats' opens along the Coast

by Tom Price

The ILWU family turned out for a special screening of "From Wharf Rats to Lords of the Docks" Sept. 4 shown simultaneously in San Francisco at the Palace of Fine Arts, in San Pedro at the Grand Warner Theatre, in Portland at the Guild Theatre and in Seattle at the Meany Hall for the Performing Arts.

The film features British actor Ian Ruskin in a one-person play that weaves ILWU founding president Harry Bridges' personal life, from his childhood in Australia to his retirement in the 1970s, with the rise of the union in the 1930s, Bridges' deportation trials and the struggle to come to terms with the mechanization of the waterfront.

At the San Francisco event, Woody Guthrie's granddaughter, Sarah Lee Guthrie, entertained the crowd with songs from the film before the screening. Academy Award-winning cinematographer Haskell Wexler, who directed the film, made the nearly 1,000 attendees laugh with his sharp political humor.

ILWU International Secretary-Treasurer Willie Adams presented Ruskin with proclamations from San Francisco Mayor Gavin Newsom and Oakland Mayor Jerry Brown declaring this Sept. 4 "Harry Bridges Day." That Sunday was also proclaimed "Harry Bridges Day" in Los Angeles, Portland, Tacoma and Seattle.

Wexler shot the movie in San Pedro at the Warner Grand Theater July 28, 2003. ILWU members filled the

theater during the filming. Wexler's camera came in close to show an amazingly intimate view of Bridges' thoughts and life, and then cut to the audience and the members who are Harry's legacy. Wexler is a pioneer in filming real situations and adding actors and story to blur the line between realism and fiction. As in his ground-breaking 1969 film "Medium Cool," Wexler's "Wharf Rats" moves the viewer into the film and establishes a closer relationship between the two. He also used ILWU Local 13 members to reenact scenes from Harry's life. Cuts to actor Elliott Gould and former Screen Actors' Guild President Ed Asner round out the narration.

Ruskin, who wrote the play, has spent the last five years researching Bridges, talking with his family and late wife Nikki Sawada Bridges, as well as many of the union's former officers and pensioners who knew and worked with him. Ruskin honed his character in scores of smaller performances in union halls, schools and libraries, refining his take on Bridges' speech and mannerisms. Ruskin trained at the Royal Academy of Dramatic Art in London and performed in London's West End theatre. He has more than 100 film and TV credits, including the BBC's production of "King Lear" with Lawrence Olivier and Diana Rigg. He has also performed the one-man play "The Man Himself" by Alan Drury.

The soundtrack is a gem in itself. Arlo Guthrie sings "The Ballad of Harry Bridges." It was originally



ILWU International Secretary-Treasurer Willie Adams presents Ian Ruskin with proclamations from the mayors of San Francisco and Oakland proclaiming Sept. 4 "Harry Bridges Day."

sung by his father Woody Guthrie and the Almanac Singers as a fundraiser for Bridges legal defense and written by Lee Hays, Millard Lampell and Pete Seeger. Sarah Lee Guthrie sings her grandfather's newly discovered "Harry Bridges." Longshore Local 13 member David Mora sings "Harry Bridges Mambo" and former Dave Matthews Band guitarist Tim Reynolds sings "Put the Gas Mask On." Peruvian guitarist Ciro Hurtado sings his "Tengo Hambre Blues" and Jackson Browne rounds it up with Pete Seeger's "Step by Step" sung to a reggae beat.

Ruskin's fascination with Bridges led him to found the Harry Bridges Project five years ago to "promote the legacy of this extraordinary labor

leader and social visionary, and to aid in educating future generations about his life and work," he said. His producer, Suzanne Thompson, hooked up Wexler and Ruskin and got the talents of Jackson Browne and Arlo Guthrie onboard. Ruskin's credo in this film is summed up by the Czech writer Milan Kundera:

"The struggle of man against power is the struggle of memory against forgetting."

To purchase the 2-DVD video send a \$24 check payable to "The Harry Bridges Project," / 350 West 5TH Street / Suites 208-9 / San Pedro, CA 90731. The second disc contains 21 special features, with interviews with Arlo Guthrie, Ruskin and others. See [www.theharrybridgesproject.org](http://www.theharrybridgesproject.org).

## Hotel workers demand contract

On Labor Day, John Wilhelm, president of the hospitality division of UNITE HERE, the union for hotel, restaurant, garment and laundry workers, joined leaders and members of San Francisco Local 2, in getting arrested for blocking the entrance to the Grand Hyatt Hotel just off Union Square. The union targeted the Grand Hyatt for this act of civil disobedience because it is one of the holdouts among the 14 hotels in the Multi Employer Group which refused to make efforts to come to an agreement with the union on a new contract. Local 2's agreement with the MEG expired over a year ago. The 14 hotels locked out the union's members for nine weeks last fall, but were forced to take them back after a wave of community and labor support convinced even San Francisco Mayor Gavin Newsom that they were willing to damage the city's tourist industry rather than reach a new agreement.

The key issues Local 2 is fighting for are: 1) to uphold the union standard of affordable health care for workers, their families and retirees; 2) wage increases that meet the ris-

ing cost of living in the Bay Area; 3) decent pensions so workers who have spent decades working in San Francisco's high profile tourism industry can retire in dignity; 4) to allow non-union workers in San Francisco and San Mateo counties to choose whether or not they want to be part of a union without coercion and intimidation by management, by signing union authorization cards (card check neutrality); and 5) a contract term that does not allow employers to isolate San Francisco workers from hotel workers elsewhere in North America.

Just before the Labor Day action, the first of the 14 hotels broke ranks—the St. Francis—and agreed to the key demand of a contract which expires in 2006. They were taken off the boycott list. Then the Palace and Argent hotels also announced they would agree. They still remain on the list, however, in addition to the other 11 hotels which are still taking a hard line against the union.

Eight of the hotels in the MEG would have to agree in order to overturn that stand.

—David Bacon



San Francisco UNITE HERE Local 2 hotel workers march to the Grand Hyatt before getting arrested for blocking the hotel's entrance.

## LABOR DAY 2005 IN THE L.A. HARBOR



Bill Orton

Brilliant sunshine, thousands of workers, unfurled union banners, and hundreds of blue ILWU balloons helped to welcome leaders of America's largest labor federation on Sept. 5 for the 25th annual Harbor Area Labor Day March, held in Wilmington, Calif.

"I'm here today because the future of the national labor movement depends on what is happening right now in California," AFL-CIO President John Sweeney told thousands of workers gathered for a pre-parade rally.

Sweeney's choice to attend the Wilmington March highlights the stakes for labor in the outcome of the Nov. 8 statewide special election in California, where Gov. Arnold Schwarzenegger and his anti-union cronies want to silence the voice of workers with Proposition 75, a redux of the despised Paycheck Protection.

A crowd estimated at 3,000 took part in the march. Martin Ludlow—the newly-appointed head of the Los Angeles County Federation of Labor—personally worked the phones to urge all area unions to take part in the Wilmington march and promised to push all affiliated unions to join the 2006 parade as a show of worker solidarity for what will be a pivotal election year in California.

"We had another wonderful parade and it's only getting bigger," said parade organizer Luisa Gratz, president of ILWU warehouse Local 26.

Leading the parade were ILWU International President James Spinosa and Secretary-Treasurer Willie Adams, ILWU Coast Committeeman Ray Ortiz, California Assemblyman Hector de la Torre (D-South Gate), and ILWU Local 13 President Mark Mendoza, Vice President Kevin Schroeder and Safety Officer Dave Beeman.

—Bill Orton

**INTRODUCTION BY HARVEY SCHWARTZ**

This is the first in a series of oral history articles featuring the legendary Sam Kagel, who retired as Coast Arbitrator for the longshore industry in 2002 after 54 years on the job. Kagel, though, did not start his storied career as an impartial judge. In the beginning he was a union advocate with the Pacific Coast Labor Bureau, a consulting firm that represented organized workers in negotiations, mediations and arbitrations.

The Pacific Coast Labor Bureau was new when Kagel, a graduate student in his early 20s, joined it in 1932. He soon met Harry Bridges and other longshore activists. Once the 1934 strike began he worked closely with Bridges, saw the union through to victory, and represented the longshore and warehouse unionists through the remainder of the 1930s.

This month's essay focuses on Kagel's recollections of his youth, his employment with the Labor Bureau, and his relationship with Bridges and the longshoremen in 1934. I was commissioned to conduct a series of interviews with Kagel in 1999 that were sponsored by the ILWU Coast Labor Relations Committee. That set of taped discussions provided the basis for this article.

As this was being written, Kagel was still arbitrating labor cases. He was also the last living member of the 1934 Joint Marine Strike Committee (JMISC). Being named an honorary member of the Marine Engineers Beneficial Association (MEBA) in June 1934 and serving on the JMISC remained among Kagel's fondest memories as he looked back upon his long and distinguished career.

Kagel represented the longshore union until the United States entered World War II in December 1941. He was especially active in negotiations and arbitrations during the union's warehouse organizing drive in Northern California between 1934 and 1938. Kagel worked for the War Manpower Commission from 1942 to 1945. After the war he was recruited by the International Ladies Garment Workers Union (ILGWU) to be the clothing industry's impartial arbitrator. This job enabled him to pay his way through law school.

In the wake of the 1948 longshore strike, Kagel was appointed Coast Arbitrator for the longshore industry by the ILWU and the then new employer group, the Pacific Maritime Association (PMA). He subsequently arbitrated labor disputes in a great variety of industries. By the 1970s he was regarded as the leading pioneer in his field and the nation's top labor arbitrator. He even became the chief arbitrator for the National Football League (NFL).

Today 9,000 of Kagel's arbitration cases dating back to the 1950s are on deposit at the Labor Archives and Research Center, San Francisco State University. They are currently undergoing archival processing for eventual use by labor scholars, students and other researchers. Thanks to Labor Archives Director Susan Sherwood for her help with material on Kagel.

At the 2004 Bloody Thursday memorial in San Francisco, Kagel was made an honorary member of ILWU Local 10. It seemed a fitting tribute to a man

who had spent seven decades in labor relations and, as you will read, had devoted himself completely to the longshoremen's cause in 1934 when the union was struggling for its very survival.

**SAM KAGEL**

Edited by Harvey Schwartz  
Curator, ILWU Oral History Collection

About 1906 my father, Hyman Kagel, came to San Francisco to avoid the Czar's Army and to get his butt out of rural Russia where the Jews were being slaughtered. He knew my mother, Zelda, who was from a Russian village some miles from his. When she first got to this country my mother worked in the Triangle Shirtwaist Company in New York. That was where they had the huge fire in 1911 that killed so many women who had been locked inside by the factory owners. Fortunately, my mother left for San Francisco a few years before that happened.

My father's first job in America was on a hog farm in Colusa, California. He went there from San Francisco, but soon returned to the bay city where he married my mother. I was born in San Francisco in 1909. When I was about five we moved to the East Bay and settled in Oakland, where my parents bought into a small grocery store at the corner of 4th and Harrison. That was part of a poor working-class neighborhood then. When I was in the sixth grade at the Harrison Street School I used to collect stale bread from a local sandwich maker so we could feed the kindergarten kids.

At our house we had a little shed where my father piled newspapers to sell. My chore was to bundle them. I became a speed-reader by racing through the comic strips. Even before high school I read Jack London, who was from our Oakland neighborhood. Eventually I got to Frank Norris, Emile Zola, Anatole France and Upton Sinclair. Those guys were basically sociologists who turned out to be great writers. Zola wrote a fantastic story about coal miners. He also opposed discrimination in France during the famous Dreyfus case.

As a kid I worked loading watermelons into horse-drawn wagons for the local fruit sellers. My father drove one of those wagons. We had a fruit stand in the produce market. When the watermelons came into Oakland on trains I would drop a few off for the Wobblies who rode the rods. The Wobblies, as they were known, were members of the radical Industrial Workers of the World, the IWW.

The Wobblies would talk with me generally in their economic terms, although we never had any great or long conversations. I knew about them though. Six blocks from our house there was an IWW reading room. About 1923 I saw a bunch of guys dressed in army uniforms trash the place. They threw the Wobblies' typewriters, furniture and books out into the street. This was part of the post-World War I "Red Scare" of the early 1920s.

I also remember a couple of guys coming to our house around the same time. They wanted my mother to turn the minutes of the Workingman's Circle over to them. She was the secretary of that group, which was an organization of Jewish people whose primary interest was supporting strikers. My mother wouldn't give these guys the minutes. She was not even an American citizen at the time. I thought that was very brave of her.

In the mid-1920s I went to the University of California, Berkeley. I paid my way working in the produce markets and passing out towels in the Harmon Gym. My senior year I was hired to read examination papers in economics. I graduated in 1929 and became an economics graduate student and a teaching fellow. Then I met Paul S. Taylor, the prominent labor economist, who was at Cal. He got me two jobs. One was a short-term appointment with the California Department of Industrial Relations. The second was with the Pacific Coast Labor Bureau.



Left to right, Harry Bridges, Sam Kagel and Henry Melnikow

I took the Pacific Coast Labor Bureau job on a temporary basis in 1932 and stayed for ten years. The Labor Bureau was part of a New York outfit. Our Pacific Coast office was set up in San Francisco by Henry Melnikow, who had been representing the typographical union in negotiations and arbitrations for a year or two when he hired me as an assistant. Melnikow was a brilliant statistician and economist. He really knew how to present witnesses and how to cross examine, too.

I couldn't have gotten a better teacher than Melnikow. When he had an arbitration case I would do the research and help put together the exhibits. Remember, this was the Great Depression that started in 1929 and the employers were cutting wages. Usually the question was how small the cut was going to be. In increases you were talking about two or three cents an hour. When we got that, we'd go out and get drunk.

Of course, nobody knew what was going to happen during the following nine or ten years. Between '32 and '41 or '42 we had what I would consider 50 years of labor experiences all smashed into this short period. What a lucky guy I was, because I was right in the middle of it all.

When the unions began to stir in the 1930s, the Labor Bureau was the only place they could come to. Lawyers were not in the collective bargaining field yet. We only used lawyers when we got arrested. Generally the lawyers didn't get into collective bargaining until the U.S. got into World War II (1941-45). When the War Labor Board was set up with millions of regulations, then the unions "got the shit in their neck," as we said on



San Francisco police violence injured scores of workers and killed two on Bloody Thursday, July 5, 1934.



August 1934.

Courtesy Sam Kagel

the waterfront, and the employers likewise. Then we all ran to our lawyers.

In 1932 the Pacific Coast Labor Bureau had a small office in Room C on the mezzanine of San Francisco's Ferry Building. The Ferryboatmen's Union, the Masters, Mates and Pilots (MMP), and the Marine Engineers' Beneficial Association (MEBA) were all in the Ferry Building too. Our office had glass windows facing the Bay. I saw the Bay Bridge being built from the first hole to the weaving of the last cables.

I started to get acquainted with the longshoremen around 1932. That's about when I met Harry Bridges. This was before the San Francisco longshore local was actually set up. On occasion the longshoremen would come around and talk with Clyde Deal of the Ferryboatmen's Union. Then they would talk with us or with me particularly because that's what I was assigned to do. Harry wasn't a big name with us at first. He was just another longshoreman among several who wanted to get rid of the company-dominated Blue Book union.

Once Section 7A of the National Industrial Recovery Act (NIRA) came into force in 1933 things changed fast. Section 7A said workers could join real unions, although there wasn't statutory enforcement until the Wagner Act passed two years later. Still, under Section 7A Matson Navigation had to put back longshoremen they had fired for union activity. That was a big deal. As Harry said, that was the end of the Blue Book.

Our Labor Bureau office developed a

union petition and gave copies to the active longshoremen, who went up and down the waterfront signing everybody into the Pacific Coast District of the International Longshoremen's Association (ILA). The union didn't become the ILWU until 1937.

In 1934 the longshoremen demanded a coast-wide agreement, a union hiring hall that would get rid of the fink halls at the other ports and the morning "shape-up" for jobs in San Francisco, a six-hour day to spread employment around and some increase in wages. Once the '34 strike began and the other maritime unions went out too, the longshoremen expanded their original demands to include the requirement of a settlement for everyone.

I discussed all these things continually with Harry. These demands were solely what the longshoremen up and down the coast said they wanted. They were all pure "pork chop" issues. They were not designed politically by Communists, Republicans, Democrats or anybody else, despite the employer charges at the time that the '34 strike was a Communist uprising.

Five weeks into the strike Harry became Chairman of the Joint Marine Strike Committee (JMSC) set up then by all the maritime unions. For all intents and purposes he was the Committee. There were other outstanding guys on the JMSC, like Randolph Meriwether, who headed the MEBA, but Merry did whatever Harry wanted to do and whatever I advised.

I actually became a member of the JMSC because of Meriwether. I represented his union and worked with him on everything. We became close friends. When they said to pick guys to represent the MEBA on the JMSC, Merry said he wanted me as one, even though I was not a member of his union per se. But I was made an honorary member in June 1934.

It was all very exciting. Here I was, for God's sake, a young guy in the midst of an event I knew was of major concern. I knew that because I already had this background in labor economics and history. I was full of piss and vinegar too. Hours and days meant nothing to me. We would go day and night, weekends included. There was no such thing as regular hours.

I lived in Berkeley, but could get to San Francisco easily because the ferryboats were not on strike. Sometimes, when it got late, I would stay overnight in this wonderful old hotel near the waterfront. It was right across from the Southern Pacific Building. I think it was called the Terminal Hotel. They charged a dollar a night. Sometimes, when it got very late, I just slept on my desk at the Labor Bureau. But I never felt put upon. This was part of the job. I was representing unions and I was a member of the JMSC. I wasn't there for the fun of it.

Then came the battle on Bloody Thursday, July 5, when the employers tried to force open the port. I saw a lot, although, thank God, I didn't see the guys getting shot in the back. I was in my office in the Ferry Building when everything started. You could smell the fumes from the gas and from whatever else the police were shooting, and you could hear shots. I left my office and watched the battle as it moved up and down the waterfront. The mounted cops tried to break up the crowds of strikers by using their horses' rumps to move in and separate people. And I saw guys getting clubbed.

During the middle of Bloody Thursday, Archbishop Edward J. Hanna, who later served on the board that arbitrated the strike, got me on the telephone. He wanted to meet with people from the JMSC. The only other member I could get at that moment was Ed O'Grady of the MMP. We went to see the Archbishop. He wanted us to do something to stop the rioting. He was very worried about it. I said, "Hey, so is everybody else. People are getting killed!" I pointed out to the Archbishop that what was going on was beyond our control. It was the police who were using tear gas and live ammunition.

Despite the violence, federal mediation hearings were ongoing during the strike. I had to testify for the MEBA on July 9, the day of the great funeral march up Market Street for the two workers the police killed on Bloody Thursday. I cut the mediation proceedings off at the end so I could join the funeral procession. Nobody said anything while we marched. Except for the low music and the shuffling of shoes there wasn't a single sound. We just got in line and walked.

I can still see the San Francisco general strike of July 16-19 held to protest the killings. I can still see it and feel it. It was an exhilarating moment

at the beginning. I looked up Market Street and there was nothing moving. It was like in the movies where something happens and all of a sudden the film shows blank. But it was short-lived, as it had to be. It was really a sympathy strike that was ended before it could completely unravel.

We had Harry testify before the National Longshoremen's Board appointed by President Roosevelt to arbitrate the longshore strike. Harry had been on the waterfront for years, had worked all types of cargo, and had been a member of a "star gang," which was a kind of pre-strike steady gang that was really a form of favoritism. We knew he was articulate because we had been dealing with him, and his name was "the name" in this event. So what better witness do you want to describe the conditions on the waterfront? Harry was made to order.

We didn't want to put on a lot of witnesses. There was no point to that. So we just used Harry. I worked with him for hours getting him prepared for the testimony. He and I used to sit in our office at the Labor Bureau, work hard, and drink Old Quaker, which was one of the earliest whiskeys that came out after Prohibition ended in 1933.

I remember how Harry spoke publicly in those days, and afterwards as well. He wasn't given to impassioned speeches. He just explained what the situation was on the waterfront, what the longshoremen wanted and why they wanted it. He never got excited when we met with the JMSC or the federal mediators or when he appeared as a witness in the arbitration proceedings. Harry just knew where he wanted to go and how he was going to get there, and it was no big excitement.

Harry's testimony to the National Longshoremen's Board was outstanding and the union got its basic demands satisfied in the '34 strike arbitration award. One thing the award did not cover was conditions like sling load limits. In those pre-container days the hand-worked cargo was moved to and from ships in slings. Before 1934 the loads were too heavy and were dangerous. So once the longshoremen were back to work they undertook by "job action," or quickie strike, to cut down on the size of the loads. The employers screamed bloody murder about these work stoppages.

There was an arbitration system set up after the '34 strike under which the Secretary of Labor selected arbitrators for the longshore industry. The first arbitrator, Judge Max C. Sloss, who had been on the California Supreme Court, decided some early cases against the union, including these work stoppage beefs. He called me at least twice to complain since Melnikow and I were representing the union. Sloss said the longshoremen were not obeying his work stoppage decrees.

I told Harry about this. He said, "Look, I tell the guys to cut it out. That's the best I can do." Finally he went to his membership. They took a vote and decided to seriously observe the Sloss awards. But in the meantime the sling loads were reduced in practice. There was some slowing of the cargo hook as well, which meant that the pre-strike "speed up" was eliminated.

Looking back, Harry's great achievement was in setting up a democratic union that was exactly the opposite of the kind of autocratic union then in existence on the East Coast under ILA president Joe Ryan. Harry was the guy, there's no question about it, and it wasn't the Communists who did it. Harry was accused of copying the Communist line, which is crap. Of course, the Communists were very active in the 1930s and they were looking for credit wherever they could get it, but they didn't have anything really important to do with running the '34 strike or Bridges.



San Francisco police gassing maritime workers during the 1934 general strike.

Dispatcher file photo

STORY PROJECT  
XI, Part I  
*g the Union:  
e Pacific Coast  
, Harry Bridges  
934 Strike*

# ILWU Pensioners pledge continued struggle at 38th Convention

by Tom Price

The Pacific Coast Pensioners Assn., the organization of ILWU longshore retirees, gathered for their 38th Convention in San Francisco Sept. 12-14. Their goal: to support the union, the Coastwise contract and the interests of all active and retired ILWU members and families.

In all, 132 delegates and 20 guests, representing pensioners from the U.S. West Coast and Canada, rekindled the camaraderie they shared for so many years on the job and in the hall. But it was not about nostalgia. The retirees focused on problems that will confront the youngest worker, the worker's children, and eventually the old timers everyone hopes to be one day.

Longshore Local 10 President Trent Willis welcomed the pensioners to the area. "But it's really the other way around," he said, referring to the retirees welcoming of younger members to the union they built.

The union's top officers dropped by the meeting to greet the old timers. International President Jim Spinosa's opening remarks reassured the members their pensions and benefits were safe and that the union was watching carefully moves by Congressional Republicans that might harm pension plans in the future.

"We're going to make every effort not just to hold the bar up with our plan but to make it better for workers throughout the world," Spinosa said.

International Vice President Bob McEllrath assured the pensioners that the Welfare and Pensions Committee of the Longshore Caucus was meeting often in preparation for the 2008 negotiations.

"The committee is in training just like a pro fighter," McEllrath said. "The committee we have is just like a champion, we can go in and do 15 rounds."

International Secretary-Treasurer Willie Adams said a few words about organizing.

"It's important that we do another March Inland," Adams said. "Longshore will grow, by the nature of the work, but we need to also fight for the people who can't fight for themselves."

Coast Committeeman Joe Wenzl laid down a friendly challenge to sign up more pensioners for the union's continuing battles.

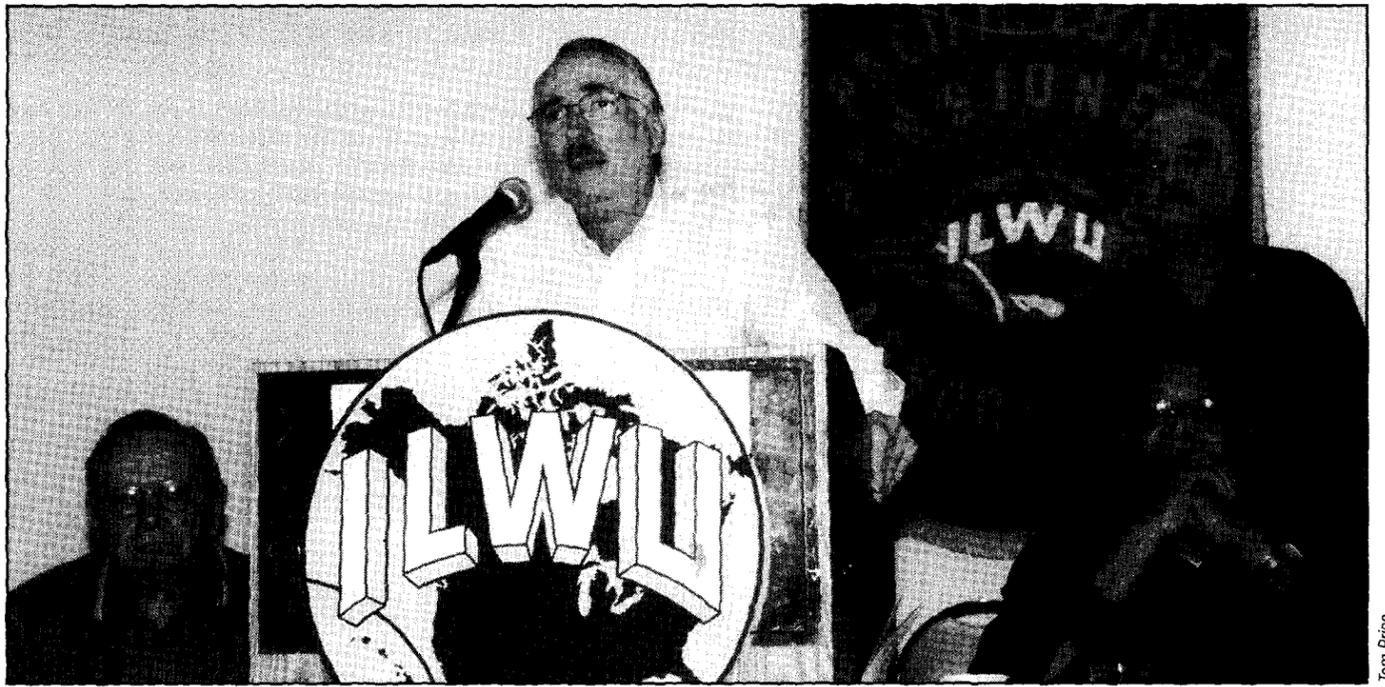
"There are only 2,500 pensioners signed up, yet there's 8,700 retirees," Wenzl said. "The fight for pensioners' benefits is a constant fight. You need to get down to the hall and mingle with the new members. We need to make the family connection to show that we are all in this together."

Coast Committeeman Ray Ortiz Jr. stressed the need to re-unify labor.

"The movement of the global economy has labor eating at each other, while the big boys, the Wal-Marts and Wall Street, are sitting back laughing at us," he said. "Some other unions have even gone after their pensioners, because with the high health care costs a guy working says, 'I'm working, why should I pay a co-pay when the pensioner went out with fully paid healthcare?'"

The resolutions the delegates passed reflected present and future needs. The Convention voted to increase dues slightly to \$5 annually and resolved to protect health care, prepare for the 2008 longshore negotiations and ask the ILWU Longshore Division for an assessment of one dollar per month per member on active members to support the next PCPA Convention.

The PCPA needed to raise dues because the pensioners are sending representatives to the Third International Pacific Rim Mining and Maritime meeting in South Africa in 2007. They had also agreed with the



ILWU International President Jim Spinosa (at microphone) addresses the Pensioners' Convention. Looking on, left to right, PCPA President Arne Auvinen, (standing) Coast Committeeman Ray Ortiz, Jr. and (seated) PCPA Vice President Joe Lucas.

Maritime Union of Australia Veterans to work more closely in international retiree organizations and build international worker unity.

The delegates voted to contribute \$1,000 to Hurricane Katrina relief and hold a "tarpaulin muster" to raise more funds. Canadian pensioner Frank Kennedy announced ILWU Canada's Longshore Pensioners' club would match the U.S. contribution. Southern California pensioners donated \$5,000 and Longview donated another \$1,000.

The ILWU has negotiated some of the best health care plans in the U.S. But the pensioners see that corporate America's drive to pass rising health care onto workers is epidemic, and that workers have to fight this trend if health care is to be at all affordable. Rather than control costs, or look to single-payer strategies to reduce administrative costs, the corporations want to wash their hands of responsibility to workers' health care.

The delegates passed a resolution noting that a single-payer system could

eliminate 25 percent of current health care costs and committing themselves to join picket lines whenever medical coverage issues provoke a strike.

ILWU pensioners have long memories of contract battles past. The 2002 negotiations showed the PMA, the employers group, is, as another resolution states, "in cahoots with the Bush administration, and [it] clearly desires to completely destroy the ILWU." And that could end health care and other benefits for retirees and survivors. Looking forward to the next longshore negotiations in 2008, the resolution calls for the nine ILWU credit unions to take "the necessary steps to put the significant financial power of their joint members in readiness for the upcoming negotiations."

"Credit unions represent almost a quarter billion dollars of our money," said Lewis Wright, an ILWU pensioner and chair of the board of directors of the ILWU credit union in Wilmington. "Let's put our money where it can do the best for our future."

Rich Austin spoke in favor. "I'll ask my local to ask the credit union to suspend loan payments in the event of some nasty employer chicanery."

The convention voted for its officers for the upcoming year. They will be:

**President**—Arne Auvinen  
**Vice-President**—Joe Lucas  
**Recording Secretary**—Bill Duncan  
**Treasurer**—Barbara Lewis  
**EXECUTIVE BOARD:**  
**Seattle**—Paul McCabe, alternate Bill Roberts  
**Columbia River**—George Gornick, alternate Verna Porter  
**Coos Bay**—Jim Davidson  
**Columbia River small ports (Longview and Astoria)**—Kenny Swicker, alternate Ester Auvinen  
**Southern California**—Lou Loveridge  
**Northern California**—Cleophas Williams, alternate Ralph Rooker  
**Canada**—will elect delegate to Executive Board when they go back home  
**Negotiating Committee**—Bill Ward  
**Education Committee**—Al Perisho  
**Benefits Committee**—Rich Austin  
**HBI**—Judy Swicker, Lou Loveridge



**FARM WORKERS TASTE SWEET VICTORY**

SAN FRANCISCO—United Farm Workers of America President Arturo Rodriguez (behind microphone) toasts the union's new contract with Gallo of Sonoma Sept. 14 on the steps of San Francisco City Hall. (Right to left) Ana Rizo of the National Farmworker Ministry, San Francisco Labor Council Executive Director Tim Paulson, San Francisco Supervisor Gerardo Sandoval and many UFW members joined the toast, poured by members of UNITE-HERE Local 2 in full banquet uniform.

"This wine has never tasted so sweet," Rodriguez said. "Si Se Puede!" [We can do it!]

"Se pudo!" the workers answered. ["We did it!"]

The celebration came three months to the day after UFW members and allies came to the same spot to announce the union's first national boycott of Gallo in 32 years. The new contract capped 12 years of efforts to extend key benefits to all 310 workers at Gallo's Sonoma winery. Gallo hires some workers directly and some through labor contractors.

Gallo of Sonoma workers first voted to join the UFW in 1994. The company—the U.S.'s largest wine exporter—stalled for five years before signing a contract that gave some basic protections to contracted workers.

After that agreement expired in 2003, Gallo began campaigning to get rid of the union. California's Agricultural Labor Relations Board unanimously ruled that campaign illegal in November 2004.

Gallo still stalled and crawled at the bargaining table, refusing to extend health care and other benefits to the contracted workers. By this time, those workers made up three-fourths of its labor force.

In 1973 farm workers and organizers had criss-crossed the country in buses and old cars to build the boycott. Once this year's boycott started, word spread around the country by e-mail and list-serve in a matter of weeks. The ILWU International Executive Board passed a statement of policy in support of the boycott at its August meeting.

Under pressure, Gallo finally signed a pact that gave all the workers a 9.5 percent raise over two and a half years. Direct employees got a 70 percent cut in their health care co-pays, bringing those down to \$26.68 per month. Contracted workers got a \$400 annual bonus that can go towards health care, as well as the right to file grievances over discipline and seniority.

—MER

# Strike situation worsens at Northwest Airlines

by Tom Price

When Northwest Airlines unilaterally slashed mechanics' jobs and wages Aug. 20, the workers walked out. Since then, except for growing support from other union workers, things have gotten worse.

The Aircraft Mechanics Fraternal Assn., the union representing 4,427 mechanics, cleaners and custodians, returned to the bargaining table Sept. 8 to accept much of the company's demand for \$176 million in concessions and to bargain severance packages. On that same day longshore Local 19 voted a \$20 per member assessment for AMFA strikers, totaling nearly \$10,000.

But when AMFA sat down at the table, the company boosted its demands to \$203 million in concessions and another 1,000 job cuts. AMFA broke off talks Sept. 11.

NWA's previous last offer Aug. 20 called for a workforce reduction of 53 percent, a 26 percent pay cut, 20 percent medical co-pays and a freeze in retirement contributions. NWA also hired 1,300 scabs to do AMFA's work. If the company gets its way, the new job cuts will mean AMFA will have lost 90 percent of its jobs over the last four years.

"Our resolve is still very strong," said AMFA Asst. National Director Steve MacFarlane. "This isn't about increases in pay and benefits. This is truly about our very survival and our jobs in the airline industry."

Workers around the country are outraged by NWA's shabby treatment of its employees. In Toledo, Ohio AMFA threw up picket lines Sept. 5 and 6 at rail yards, protesting cargo headed to NWA in Detroit. Members of the United Transportation Union and the Brotherhood of Locomotive Engineers and Trainmen refused to cross the line until federal Judge Ann Aldridge ordered them to cross on Sept. 7. UPS pilots had pledged Aug. 16 not to handle diverted NWA cargo.

The United Auto Workers approved \$880,000 in contributions to the strikers Sept. 13.

"Japanese and European aircraft mechanics have supported us and made contributions," MacFarlane



ILWU International President Jim Spinosa shakes hands with AMFA National Director O.V. Delle-Femine at ILWU longshore Local 10's September membership meeting. Left to right: Coast Committeeman Joe Wenzl, AMFA member Jose Caraballo, ILWU International Vice President Bob McEllrath, AMFA Local 9 President Joe Prisco and ILWU Local 10 President Trent Willis.

said. "Minneapolis municipal workers kicked in another \$5,000."

The ILWU turned out strong at a Labor Day rally at San Francisco Airport's old international terminal. Longshore Local 10's President Trent Willis addressed the crowd.

"We see that job cuts, outsourcing, attacks on pensions and Social Security do not equal prosperity and happiness," Willis said. "They equal poverty and death. The ILWU will not stand for it!"

Longshore Local 23 members, about a dozen at a time, continue to demonstrate with strikers at Sea-Tac and bring coffee, sandwiches and their banner along with them. Local 19 members frequently join them.

NWA declared bankruptcy Sept. 14 and claimed the striking workers had been permanently "replaced."

NWA lost no time in attacking its other workers. The day after its bankruptcy the company eliminated 400 pilot jobs. Pilots had given up a quarter billion in wages and benefits last year. NWA wants another 22 percent pay cut. Pilots can expect a double hit as their pensions, as part

of the bankruptcy proceedings, are taken over by the Pension Benefit Guarantee Corp., a federal agency that makes partial payments to those who lose their pensions. PBGC rules state that anyone who retires before 65 suffers a penalty. Federal rules require pilots to retire at 60.

NWA wants relief from its \$3.3 billion pension obligation for the years 2006 through 2008. Its three weapons for doing that: *bankruptcy*, where the judge relieves them of the obligation, *legislation*, where the Republican Congress re-writes the laws in their favor, and *union busting*, where NWA forces massive concessions out of workers. The company has chosen all three at once. It spent \$107 million preparing scabs and nearly another million in pension reform lobbying during the first half of 2005.

NWA announced Sept. 21 that it would eliminate 1,400 flight attendant jobs and contract out many others. Those remaining will face at least a 20 percent pay cut. The airline is expected to demand more wage and benefit cuts from all workers, and federal bankruptcy judges can order re-writing of

union contracts. The company has also announced it will outsource flight attendant, aircraft cleaning and maintenance jobs to other countries like China and Singapore, where there is no FAA inspection. But even the FAA will lose as many as 300 inspectors this year, and has only 97 replacements, according to the Sept. 23 *Los Angeles Times*. MacFarlane commented on the fact that thousands of security people stand around in airports looking at passengers, yet nobody is checking the planes.

"We're looking in people's shoes, looking at grandmothers who wouldn't hurt a fly, and we're spending unbelievable resources on looking at the least likely people to harm us, and the most likely are completely ignored," MacFarlane said.

"American Airlines is one of the few that actually decided to bring the work back in house," MacFarlane said. American now keeps 80 percent of its maintenance in its own hangers. "They think they can make money off it, and as long as they manage it well, it can become a profit center for them."

## Unions unite across the split

Although the split in the American labor movement at the Chicago AFL-CIO Convention in July was bitter and acrimonious, unions on both sides are finding ways to work together.

The Communications Workers of America (CWA), whose officers were among the most hard-lined for expulsion of the disaffiliating unions, and the Teamsters, one of the Change to Win unions that boycotted the convention, have agreed to a plan to jointly represent reservations, ticket and gate agents at US Airways and America West, which are preparing to merge. Likewise, the AFL-CIO affiliate the American Federation of State, County and Municipal Employees (AFSCME) and the CtW's Service Employees International Union (SEIU), whose jurisdictions covering home care and child care workers overlap, have agreed on how to work together to organize and service those workers and on a "no raid" commitment between them.

The Sept. 12 agreement between the CWA and the Teamsters is significant not just because two of the largest unions on either side of the split have found common cause, but also because US Airways faced a federal bankruptcy court hearing Sept. 15 on its bankruptcy reorganization plan. Just before that session,

CWA announced the carrier agreed "our entire CWA Passenger Service Agreement (our contract) will be officially 'assumed' by the new corporation upon exit from bankruptcy."

July's pullout by the Teamsters, SEIU and UFCW was accompanied by some sharp words on both sides, but such comments were notably absent in the joint CWA-IBT announcement about representing the airline workers.

"By working together, we can build a strong, unified passenger service group and protect and improve conditions for employees that both unions represent at US Airways," said CWA President Larry Cohen. CWA represents the 6,000 passenger service agents at US Airways.

"As the (airline) industry endures continued economic uncertainty, this agreement will ensure that nearly 10,000 workers are united in their fight for fair treatment and job security," added Teamsters President James Hoffa. Last year, his union won the right to represent the 3,500 America West agents and is now bargaining a first contract with the Phoenix-based carrier. US Airways is based in Arlington, Va.

If the passenger service agents in both unions vote to create it, the new Airline Customer Service Association/IBT-CWA will have an equal number of representatives from CWA and IBT

locals on a US Airways Representation Committee "to meet at least four times a year on workplace issues and policies." Cohen would head the new group the first year, with Hoffa as vice director, and they would switch posts every year.

Similarly, AFSCME and SEIU exchanged unkind words in Chicago. SEIU filed for representation of an AFSCME home care local in Southern California the day it disaffiliated and AFSCME accused SEIU on the floor of the convention of raiding its locals. But in a Sept. 19 press release the leaders of both unions sounded a different note, pledging not to raid each others' locals and to work jointly to make gains for home care and child care workers not already organized.

"When we strengthen our cooperation and help workers in the same industry unite, everybody wins," said SEIU President Andy Stern. "We look forward to working together with AFSCME to create better jobs and provide quality services."

"This agreement is a victory for the millions of workers who want a union but don't have one," said AFSCME President Gerald W. McEntee. "I look forward to working with SEIU to help unorganized workers get good jobs, health care and a voice at work."

Under the agreement, the approx-

imately 25,000 California home care workers who provide in-home services to seniors and people with disabilities and are not covered by either an AFSCME or SEIU contract will be represented by both unions in a new California United Homecare Workers Union, AFSCME/SEIU. The 120,000 home care and nursing home care workers who are members of SEIU Local 434B and the 60,000 California home care workers who are members of AFSCME's United Domestic Workers will work in partnership while maintaining their autonomy.

In California and Pennsylvania, where both unions represent home-based child care providers, they will work together to organize the workers in a new statewide local that will be affiliated with both AFSCME and SEIU.

In a memo to his International Executive Board, Stern called the pact "a series of breakthrough agreements that will help workers in the same industry unite through a first-of-its-kind partnership...The pact will immediately remedy some past conflicts with AFSCME in the field and enable thousands of home-based workers who care for seniors, children and people with disabilities to build their strength to win improvements on the job."

—SS and PAI

**NOTICE TO ALL ILWU-REPRESENTED EMPLOYEES, ILWU MEMBERS, FINANCIAL CORE NON-MEMBERS AND NEW HIRES**

This notice applies to all ILWU-represented employees, ILWU members, nonmembers and new hires working in an ILWU bargaining unit, including members and individuals who happen at any time to become financial core members by any means, including by choice, suspension or expulsion from union membership in any local or division affiliated with the ILWU, for the one year period following the date of this notice or until such time covered by a later notice of similar kind.

The information contained herein applies to ILWU International per capita and, for those working in the Longshore Division, the ILWU Coast Pro Rata fees or payments of any kind under a union security clause. This notice also applies to local dues and fees paid to any affiliated ILWU locals or divisions, except those affiliates who have chosen not to be covered by this notice and have issued their own separate notice under their own separate policies and procedures. (Accordingly, this notice shall be superseded by any other notice issued by any affiliated ILWU local or division with respect to its dues and fees.)

Please be advised that individuals working under a union security clause contained in a collective bargaining agreement, notwithstanding the specific provisions of such clause, are only required as a condition of employment under such clause to pay uniform dues and any required initiation fees and may, by writing to the ILWU Secretary-Treasurer, or to their local ILWU secretary-treasurer, resign or decline union membership and choose to become a "financial core member" at any time. Such "financial core members" are deemed to be in compliance with any union security clause, regardless of any specific wording to the contrary, so long as they timely pay all regular and periodic financial core dues or fees properly charged by their bargaining representative as explained herein.

Please be advised, however, that financial core members deprive themselves of the valuable rights of union membership in the ILWU and their ILWU local or division. A financial core member does not have the right to vote, nominate for office, hold office, or be a candidate for office in the ILWU; nor may he/she participate in or even attend ILWU meetings or any functions of the union that are limited to union members. In addition, a financial core member has no right to vote on dues increases or on contracts submitted to the membership for ratification. These rights and privileges of union membership are accorded only to union members in good standing.

Nevertheless, financial core members are still legally required under a valid union security clause to pay to their union for the costs related to collective bargaining, contract administration, grievance adjustment, and union organizing of establishments within competitive markets of ILWU-unionized employers, and other activities reasonably related to the effectuation of the union's representational duties (hereinafter called "chargeable activities"). However, union expenditures for non-representational activities such as political activities, lobbying (hereinafter called "nonchargeable activities") - activities which most workers know help build a better climate for us all in bargaining with employers and in securing fundamental worker rights - may not be charged to financial core members who file timely objections.

For calendar year 2004 (which is the most recent audited year), the financial review has confirmed that no more than 13% of all ILWU International's expenditures were for nonchargeable activities. While each ILWU local and division may have different percentages of nonchargeable expenditures, financial reviews and practical experience confirm that the nonchargeable percentage for ILWU locals is significantly lower than that for the ILWU International. Nevertheless, those ILWU locals and divisions covered by this notice will not collect or seek to collect financial core fees greater than that based on the nonchargeable percentage of 13% stated above for the ILWU International for the applicable collection period herein or until such time as such local issues a separate notice.

For those individuals employed in the ILWU Longshore Division and work for a PMA-member company under the Pacific Coast Longshore and Clerks Agreement, please also note that with respect to Coast Pro Rata Fees, for calendar year 2004 (which is the most recent audited year), the financial review has confirmed that no more than 13% of all ILWU Coast Pro Rata Committee's expenditures were for nonchargeable activities.

The ILWU International Executive Board and the ILWU Coast Pro Rata Committee have adopted Procedures on Financial Core Members Objecting to Nonchargeable Expenditures (hereinafter called the "Procedures"). Said procedures can be obtained from the ILWU International Secretary-Treasurer at 1188 Franklin Street, San Francisco, CA 94109. Under the Procedures, a financial core member of any affiliated ILWU local and division has the right within an applicable 30 day period of time to object to expenditure for nonchargeable activities of his or her local dues paid to the ILWU local and the per capita paid to the ILWU International, as well as any Coast Pro Rata fees paid to the ILWU Coast Pro Rata Committee. In the event a financial core member perfects such objection, he or she shall receive either the appropriate monthly reduction or an advance rebate of a portion of local dues and per capita reflecting the ILWU International's nonchargeable percentage of 13% stated above and, additionally for those working in the ILWU Longshore Division, an appropriate monthly reduction or an advance rebate of a portion of the coast pro rata fees reflecting the ILWU Coast Pro Rata Committee's nonchargeable percentage of 13% stated above.

Under the Procedures, an objection by a financial core member must be made in writing and post-marked within 30 days from the date of this notice or the date of becoming a new hire or a financial core member under an ILWU union security clause and receipt of this notice, whichever is later, and addressed to the ILWU International Secretary-Treasurer, 1188 Franklin Street, 4th Floor, San Francisco, CA 94109. To be valid, the written objection must specify the objector's name, address, social security number, current wage rate, the name of his or her employer and the name of the local union or division which represents the objector. A written objection must be timely in order to be valid. Without waiving the 30-day filing period with respect to other notices of this type, please be advised that under this notice only, objections filed by current financial core members will be deemed timely if postmarked on or before November 15, 2005. Individuals who after the date of this notice become new hires or financial core members may file an objection within 30 days of the date they become a new hire or financial core member or receive this notice, whichever is later.

Unless changed by a later notice, those financial core members and new hires who file timely objections will not be charged from the date they file a timely objection through October 2006 for expenditures related to nonchargeable activities based on the applicable percentages noted above and also will be provided detailed, independently audited financial information concerning the breakdown between chargeable and nonchargeable expenditures of the ILWU International, the ILWU Coast Pro Rata Committee (if the objector works in the Longshore Division) and of their ILWU local (if covered by this notice as explained herein). Objectors will also be given an opportunity to file, within 30 days of receipt of such financial information, a challenge to the amount and calculation of any such nonchargeable expenditures and percentages, as well as an opportunity to have such a challenge resolved, if not voluntarily settled, through expeditious arbitration before a neutral arbitrator selected by the American Arbitration Association (AAA) in proceedings conducted under AAA Rules applicable to objections to agency fees. Please also note that the amount or portion of financial core fees pending the period for filing any objection and challenge as well as the amount reasonably in dispute pursuant to any challenges will be kept in an interest bearing escrow account pending resolution of such challenges. Objectors who file challenges will receive any amount that may be determined to be owed them, plus accrued interest, pursuant to these Procedures.

It is important to know that the vast majority of ILWU represented workers believe that the little extra in dues for maintaining union membership and enjoying all the valuable benefits of full participation in the governing of the ILWU, and the negotiation of working conditions is quite a bargain. For a few cents more each week, union members enjoy all the benefits of membership in the ILWU. We sincerely believe that after careful consideration, new hires and financial core members too will agree that becoming and remaining a union member makes the most sense. If you are not a union member already, please contact the Secretary-Treasurer of the ILWU International or your ILWU local to join the ILWU.

This notice may be superseded or amended by later notices as issued by the ILWU, the Coast Pro Rata Committee or affiliated locals and divisions of the ILWU.

(rev. Sept. 2005)

**Ian Ruskin's "Lords of the Dock" Memorabilia!**

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September 4th Screenings poster (signed) - \$10  
September 4th Program (signed) - \$5

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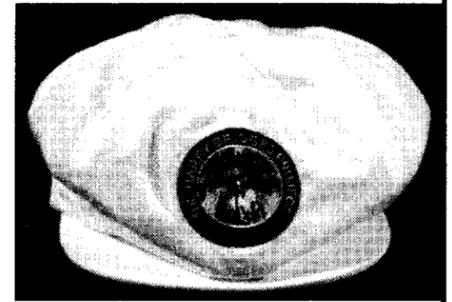
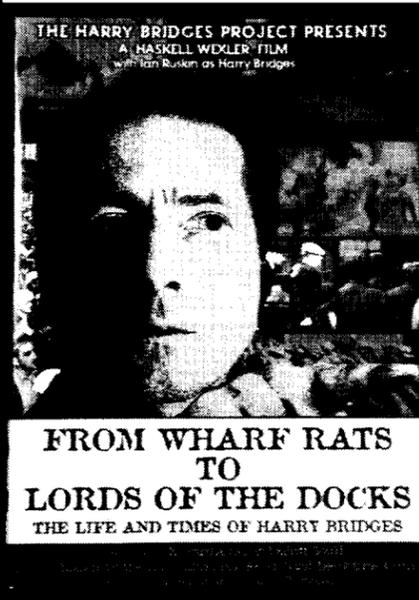
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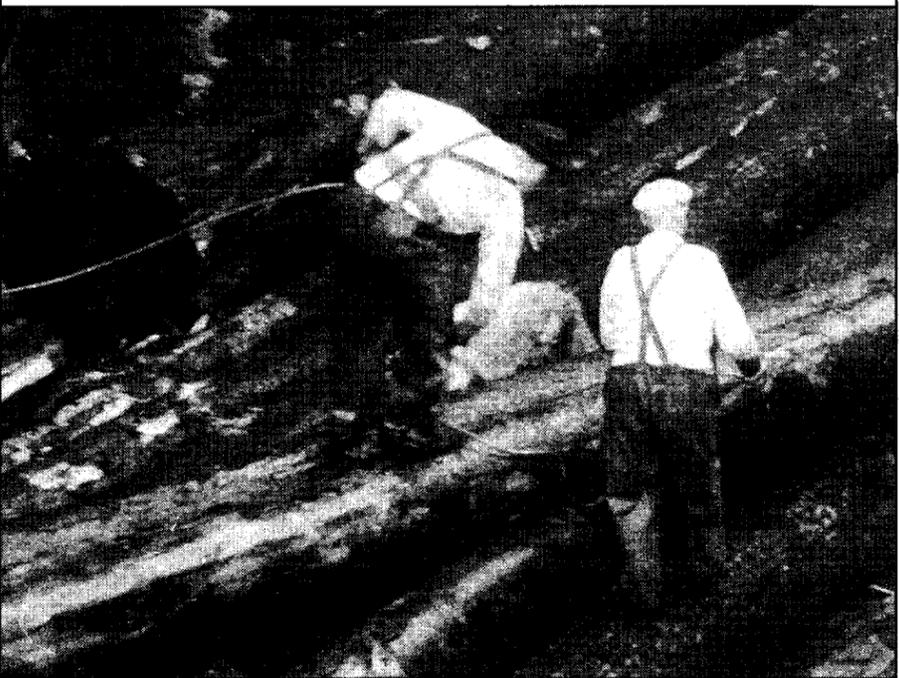
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# PEOPLE

## ILWU member sworn in as L.A. Harbor Commissioner

With city council members singing his praise and a hundred longshore workers looking on, Joe Radisich became only the second ILWU longshore worker to win confirmation as a member of the Los Angeles Board of Harbor Commissioners on Sept. 6.

Council members acted quickly to approve Radisich's nomination, brushing aside concerns aired last month by opponents over where Radisich calls home.

"It's very clear that Joe Radisich will be the local boy, the community boy on this commission," said Harbor Area councilwoman Janice Hahn.

Councilman Tony Cardenas, who met with Radisich for committee hearings on the nomination, told council members that the issue had been tackled head on.

"It is on the record," said Cardenas, "and it's in accordance" with city rules governing appointments, Cardenas told the council.

With Radisich replacing another longshoreman—clerk Local 63 member Thomas Warren—on the commission, council members went out of their way to say that it's a good thing for the commission to have a dock-worker on board.

Councilmembers Wendy Gruel and Tom LaBonge praised the selection of a worker for the board.

"It's great that we have a longshoreman on the commission," said Gruel.

"I think the mayor has chosen wisely," said Hahn, who urged the nominee to lay out why it is a good thing for a longshore worker to be on the commission.

"I think it is very important because we know what's going on in the port," answered Radisich. "We know what's happening with port security. We're on the front lines in terms of exposure to emissions. We're



Joe Radisich takes the oath of office as a member of the Los Angeles Board of Harbor Commissioners.

stuck in the traffic every day that this influx of international trade has brought."

Radisich spoke of his desire to bring about infrastructure improvements that can handle the tripling of cargo expected to flow across the docks in the next 20 years.

"The infrastructure problems in the port, we've done a lot of good work on that," said Radisich. "We can improve the roads, the highways, the rails."

After a 13-to-0 vote confirming his appointment, Radisich and scores of longshore brothers and sisters marched to the brightly-lit office of the City Clerk where he took the oath of office in front of his parents, family and friends.

## Longshore retired, deceased and survivors

### RECENT RETIREES:

**Local 4**—Larry Crocker; **Local 8**—Lawrence Dolinski, Richard Celorie, Edgar Burton, Larry Rogers; **Local 13**—John Rivera, John Lakis, Salvatore Ventimiglia, Vincent Iacono, Xavier Aranda, David J. Maynez, Edward Minjarez Jr., Ardis Mack Jr., David J. Harrison, Rodney Ricard, Ismael Madrid, Joe Crespino, John Bennett, George L. Thomas Jr., Gary A. Hansen, Ardis Mack Jr.; **Local 21**—Robert Sholtys; **Local 23**—James Edalgo; **Local 32**—Robert Dawson; **Local 27**—Louis Guillory; **Local 34**—Eduardo Saucedo, Alfred Inserra, Patrick Cooley; **Local 34A**—Albert Keller; **Local 46**—Eugene Brock; **Local 52**—Morley Rolhiser, Paul Cutchlow; **Local 54**—Harry Tinsley, Wesley Rainey; **Local 63**—Floyd Jones Jr., William Carpentier, Mary K. Morgan, Ronald Sutton, Arthur Gutierrez, Mary Lawrence, Titus Cooper Jr., Luis Suarez, Cydney Bradford; **Local 94**—John Eberhardt, Anthony Reynolds Sr., Nick Angelich, Raphael Preciado, Albert Lopez, Nicholas Camello; **Local 98**—Alex Ginnis.

### DECEASED:

**Local 4**—Richard Proll; **Local 7**—Walther Rohde (Pauline); **Local 8**—Luke Baccelleri (Barbara), Robert Huntley (Karen), Leo Owens (Sheryl), Chas Noonan Jr. (Patricia), Lynn Barrett (Tanya), Grady Phillips (Naomi), Eldon Fricke (Evelyn), Don Taylor, Luke Baccelleri, Henning Hellervik, Robert Huntley, James Foster Jr.; **Local 10**—Charlie Sawyer (Lillie), Ray Goodwin (Robbie), Luke Delmar, Carl Stitt, Wilbert Watkins; **Local 12**—Edward Napier (Dawn); **Local 13**—Gilbert Martinez (Mary), Delbert Chapman (Norma), Nick Avila (Marie), Victor Valverde (Julian), James Barber (Claudette), Tony R. Martinez (Adam), George Ireland (Shirley), Ralph Buss (Harriette), Terry Cooper (Nellie), Paul Van Delinder (Marjorie), Felipe Dominguez, Norman Torstenson, Dan Steward, James Barber, Ernest G. Ramirez, Velton Sample Jr.; **Local 19**—Arthur Speaks (James), Leo Huniu

(Mary Ann), Arthur Harding (Mable), Cleo Lavery, Vernon Strand; **Local 21**—Daniel Abel; **Local 23**—Rene Aguirre (Travis), Manuel Ell (Elna), Robert Seitz (Diane), Ronald Allen (Cheryl); **Local 24**—Ivan Lacey (Ann); **Local 26**—William Good, Mathew Ciavarella (Josephine), Billy Huxford; **Local 29**—Edward Howell; **Local 34**—George Englefield (Phyllis), Ben Mallia (Dorothy), Harvey Keller (Anita), Frank Seelig (Elizabeth), George Walsh, Charles Leavitt; **Local 40**—Francis Boone (June), Charles Barnes; **Local 46**—Pedro Perez; **Local 47**—David Bemis (Norma); **Local 52**—John Snyder (Rhonda); **Local 54**—Leslie Frey (Ruth), Robert Pierce (Betty); **Local 63**—Lawrence Henon (Paddy), James A. Jackson (Margaret), Gordon Roberts, Robert Weeks; **Local 92**—Carl Koppen (Bergliot), Leland Roundtree; **Local 94**—Herbert Moen (Yukie), William Bartlett (Dixie), Laurence Degelman. (Survivors in parenthesis.)

### DECEASED SURVIVORS:

**Local 4**—Ruth Laine; **Local 7**—Muriel Wallace; **Local 8**—Ida Hamilton, Velma Ahlberg, Sophia Edie Lola Hoiness; **Local 10**—Sarah Bulleri, Rosie Lee Barry, Willie Gums, Mabel Rekosh, Freddie Redmond, A. M. Bonner, Marietta Newby, Amelia Venegas, Maria Costa, Annie Tatum, Virginia Burke; **Local 12**—Hazel Hanhi, Gertrude Curtis, Bessie Renick, Mildred Moore; **Local 13**—Margaret Galeazzi, Izora Jones, Rebecca Ferreria, Seleste Taylor, Theola McCoy, Toula Palica, Jean Boyce; **Local 14**—Elaine Todd; **Local 19**—Viola Wiehle; **Local 21**—Evelyn Scott, Althena Burnham; **Local 23**—Antoinette Ragsdale; **Local 27**—Georgia Bond; **Local 29**—Gloria Ruiz; **Local 34**—Marjorie Duarte, Barbara Ceremello, Esther Roush; **Local 40**—Thelma Johnson; **Local 50**—Adella Beelar; **Local 63**—Lorraine Bates; **Local 91**—Mairanna Machado; **Local 94**—Minnie Oma Gurzi, Nora Haslam, Irene F. Jones; **Local 98**—Alice Spjut, Ivy Jutte.

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Southern California—Oct. 25  
Northern California—Oct. 27  
Puget Sound and Washington area—Nov. 1  
Columbia River and Oregon area—Nov. 3

**Watch for notification of the Workshop location in each area.**

### CORRECTION

In the obituary for Margaret Howell in our July-August issue, we mistakenly included two different dates for her death. The correct date is July 29. *The Dispatcher* regrets the error.

**Books and videos about the ILWU are available from the union's library at discounted prices!**

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**ILWU-PMA HURRICANE Relief  
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I, \_\_\_\_\_, hereby voluntarily authorize the Pacific Maritime Association (PMA) to withhold from my paycheck the dollar amount specified by me below for the sole purpose of making a voluntary, charitable contribution to the special Hurricane Relief Fund of the AFL-CIO's Union Community Fund (UCF), labor's charity for working families and communities in distress. The dollar amount specified by me below will be withheld from each paycheck issued to me during the limited period of November 1, 2005 through April 30, 2006, or, if I so designate below, as a one-time lump sum deduction. I understand that my charitable withholding contribution will be confirmed on each of my paycheck stubs during this six month period and that this withholding contribution will automatically end on April 30, 2006. I understand that PMA will match all charitable contributions to the Union Community Fund, to a total of \$250,000, by making a contribution to a nonprofit 501(c)(3) public charity to be designated by PMA which provides hurricane relief assistance to workers and their families in the Gulf region. I also understand that I have the right to cancel or revoke this authorization at any time by sending to PMA written notice of cancellation. I voluntarily designate the following amount to be withheld from each of my paychecks for approximately 26 weekly payroll periods for the six-month period from November 1, 2005 through April 30, 2006: (please check one box only):

- \$5 per paycheck, totaling approximately \$130 over the six-month period.
- \$10 per paycheck, totaling approximately \$260 over the six-month period.
- \$15 per paycheck, totaling approximately \$390 over the six-month period.
- \$20 per paycheck, totaling approximately \$520 over the six-month period.
- \$25 per paycheck, totaling approximately \$650 over the six-month period.

OR

A one-time lump sum withholding of \$ \_\_\_\_\_.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name \_\_\_\_\_ Payroll Number \_\_\_\_\_

**Thank you for your generous help for working families in dire need.**

Your completed form can either be dropped off at any PMA office with the envelope marked "Attn: Payroll Department", or you can mail it directly to:

**Attn: Payroll Department  
 Pacific Maritime Association  
 101 SW Main Street, Suite 330  
 Portland, OR 97204**

**ILWU-PMA Hurricane Relief Campaign**

Hurricanes Katrina and Rita have devastated the Gulf regions, leaving many workers and their families without homes and jobs. As you know, most of the hardest-hit have worked or resided in the Gulf's commercial ports and surrounding communities. We in the West Coast longshore community, therefore, share a special bond with those most victimized by the hurricanes. Accordingly, the International Longshore and Warehouse Union (ILWU) and Pacific Maritime Association (PMA) are assisting all West Coast longshore workers to participate in a special voluntary industry program to assist hurricane victims. Under this program, interested longshore workers can, with ease and convenience, make voluntary, charitable contributions for hurricane relief efforts directly through individual payroll withholding. In addition, PMA will match dollar-for-dollar all donations contributed by longshore workers through this program, up to a total of \$250,000, as explained in more detail below.

**Voluntary Program**

This program is completely voluntary. There is no obligation to make any donations. For those interested longshore workers, the program provides the convenience of direct payroll withholding of your charitable donation for hurricane relief efforts.

**Voluntary Payroll Withholding Authorization Form**

To participate, all you need to do is sign and return to PMA the attached consent form, "ILWU-PMA Voluntary Payroll Authorization," specifying the amount you choose to have withheld from your paycheck in each weekly payroll period between the time period of November 1, 2005 through April 30, 2006, or in one lump sum contribution. As is stated clearly in the accompanying authorization form, all voluntary weekly withholdings will automatically terminate after April 30, 2006. You may also choose to cancel your donations at any time before April 30, 2006, by sending a written notice of cancellation to PMA.

**Minimum Amount of Donation**

If you choose to participate in this voluntary program, the minimum weekly amount that PMA can withhold from each paycheck is five dollars due to administrative reasons. In deciding what amount, if any, you wish to have withheld from your paycheck on a weekly basis, it is important to note that the withholding program will cover approximately 26 payroll periods during the six-month period of November 1, 2005 through April 30, 2006. So, for example, a minimum contribution of five dollars per paycheck during 26 weekly payroll periods would amount to approximately \$130 by the end of the six-month program. Alternatively, you may elect to make a one-time, lump sum contribution.

**Where Will the Money Go?**

The funds raised through this payroll withholding program from longshore workers will go entirely to the special Hurricane Relief Fund of the AFL-CIO's Union Community Fund (UCF), labor's charity for working families and communities in distress. The longshore payroll contributions will go 100% to UCF worker centers that are assisting working families in the Gulf region devastated by the hurricanes. None of the monies donated will go towards overhead costs or other purposes.

**Your Donations Are Tax Deductible**

The Union Community Fund is a nonprofit, 501(c)(3) public charity. Donations to UCF are, therefore, tax-deductible to the extent provided by law for charitable contributions. **If you donate more than \$250 to UCF in any calendar year, then UCF will issue you a receipt for tax deduction purposes. Contributions for less than a total of \$250 do not need a formal receipt but are still deductible. Your pay stub will also serve as a receipt because it will itemize the charitable contribution deduction per pay period or the lump sum amount. Remember that no contribution is too small.**

**PMA to Match Contributions**

To encourage voluntary employee participation in this relief program, the Pacific Maritime Association will match dollar-for-dollar the charitable contributions of longshore workers made under this program, to a total amount of \$250,000, by making a contribution to a nonprofit 501(c)(3) public charity to be designated by PMA which provides hurricane relief assistance to workers and their families in the Gulf region. This means that by donating through this program, you will be giving working families in need double the monies you agree to have withheld in each paycheck. Please make a difference and help our working brothers and sisters get back on their feet.



# The DISPATCHER

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## Inside Line

### IT'S IN THE AIR

The old saw of environment versus jobs is dying hard, but its days are numbered. The idea that concern for not being killed by poisons and pollution is a "job-killing" policy is almost a thing of the past. More and more workers and their unions are understanding this is a false choice, imposed by the owning class to make working people pay for profit and privilege one way or the other. It's not acceptable that the only way to make a living means over the long run killing yourself, your family and your community.

It's been 35 years since the first Earth Day sought to bring environmental consciousness to the general public. Most of today's workers grew up with that as an accepted background moral. We now all recycle, try to avoid chemicals in our food and water and know we should conserve water and energy even if we don't always do all we could.

Manufacturing and the ever-increasing transportation industry in the U.S. and Canada have been coming under increasing scrutiny and criticism as their health affects accumulate and become statistically obvious. Not surprisingly, where pollution is at its worse—in the California ports of Los Angeles, Long Beach and Oakland—is where the movement against it is organizing the strongest and loudest.

Now the LA Harbor Commission, with anti-pollution pioneer S. David Freeman as its new president and ILWU Local 13 member and Southern California District Council President Joe Radisich, is moving rapidly and radically to make Los Angeles the international model of a low-pollution port. They understand that jobs and economic expansion need sustainable systems and bold action. They are looking to quickly put in place new technologies for low- or no-polluting equipment for docking vessels, yard equipment, trucks and railroads.

Whether the Commission's ambitious goals can be achieved, especially in the time frame being projected, remains to be seen. But it certainly won't happen with that aggressive attitude, without the approach that you can both clean up and grow the port.

Diesel pollution has been a community issue for more than 15 years in the poor, mainly African American, West Oakland neighborhood adjacent to the port. Asthma and lead poisoning have been endemic in the children there for years.

So a movement to change the laws and culture of pollution has arisen there, a coalition of environmental, health and community groups. The ILWU, many of whose local members are from the area, has added its authentic voice, lending clout, legitimacy and moral righteousness to the cause. (see story page 4)

In the current political atmosphere the movement toward cleaner ports that have less public health impacts is so necessary that it is nearly unstoppable. From the ILWU's top officers to its rank and file, that is understood and is increasingly becoming part of the union's policy and program.

On-the-job injuries are not just traumas like broken bones or smashed hands. The steady poisoning of pollution and chemical exposures can take health and life too. And that business as usual will no longer be allowed.

—Steve Stallone  
Editor

# PRESIDENT'S REPORT

## Remembering the past to better the future

By James Spinosa  
ILWU International President

Time goes so fast in our hectic, modern world that taking the time to look back—even a short while—is hard to find. Seeing the patterns in those events and trying to figure out what they mean for our future is even harder. But what happens to the ILWU, our members and their families, and what happens to the working people of this country and around the world depends on our figuring it out.

In late September I and 15 other ILWU officers and rank and filers flew to Liverpool, Great Britain. We went to participate in a commemoration of a dock worker struggle 10 years ago that has defined port labor relations around the world ever since (see story page 3).

As part of an anti-union campaign in Great Britain in the 1980s conservative Prime Minister Margaret Thatcher's government abolished the country's National Dock Labour Scheme set up after WWII that nationalized the ports and guaranteed job security for union dockers. The ports were privatized and casual, non-union workers brought in to replace the union ones. The Liverpool dockers, some of the country's strongest and most militant union workers, resisted the buyouts and held onto their jobs.

But in September 1995 a group of about 80 dockers set up a spontaneous picket line when about 20 of their co-workers were fired and replaced by non-union workers. The remaining 400 dockers refused to cross the line. An injury to one was an injury to all.

For their efforts all the Liverpool dockers were sacked and replaced by non-union workers. In response, the dockers, who had a history of solidarity, taking actions in support of South Africa's anti-apartheid movement, against Chile's military dictatorship and others, tried to organize an international movement in support of themselves this time.

The ILWU understood the significance of this episode early on, understood that if long-unionized dockers in a major world port could be quickly replaced by casual workers laboring without guaranteed wages and conditions, it could happen to any long-shore union. Our members contributed heavily to the financial support of the unemployed Liverpool dockers while they kept up their picketing and fighting to get their jobs back.

In 1997 the *Neptune Jade*, a ship loaded by the employer that fired the Liverpool dockers, sailed into the Port of Oakland. ILWU members refused to cross a community picket line and wouldn't touch the cargo. The ship sailed on to Vancouver, B.C. where ILWU members there also refused to handle it. Japanese dockers gave it a similar greeting when it went there. The action buoyed the Liverpool dockers' hopes, but was not by itself enough to win them back their jobs. The international dock workers movement wasn't united and coordinated enough at that time to beat back this concerted attack on Liverpool.

Still their loss exposed things all of us in the international dockers movement learned from and must continue to learn from, things about solidarity in action, and about its strategic, coordinated and timely use.

At the same time we learned the employers' strategy against us. So we were not surprised when in 1998 Australian Prime

Minister John Howard and Patrick's Stevedoring moved against the Maritime Union of Australia. This time the international dockers movement mobilized quickly and with multiple actions.

The ILWU took action against the first scab-loaded ship from Australia, the *Columbus Canada*, when it came to the U.S. Again, ILWU members, this time at the Port of Los Angeles, wouldn't cross a community picket line to work the cargo. The ship was sent back down under and reloaded by union labor. Other docker unions around the world also responded immediately with solidarity actions, and the combined effect backed down our enemies.

When the employers and the state of South Carolina decided to test the strength of ILA Charleston Local 1422 in January 2000, bringing in scab labor to do the local's work, the union longshore workers set up a picket line. When a massive police force was sent in to bust heads and imprison workers like they used to do in the Old South, the ILWU was there immediately to say "No!" And we moved quickly to rally other unions, union federations and civil rights and community groups to the cause.

Then the Spanish dockers of *Coordinadora* backed us up with targeted pressure on the employer that had used scab labor in Charleston. That pressure made the employer back down, and the right-wing state Attorney General spearheading the case saw

his political career vanish, the Charleston Five won their freedom and the longshore workers of Charleston are stronger than ever.

Then came the ILWU's turn with our 2002 negotiations. Sure we played that bargaining tough and shrewd. And we had big support throughout the American labor movement. But the employers also knew the ILWU belonged to international dockworker associations that were committed to supporting us. That gave the employers pause and saw us through to our victory.

In all their calculations, there was one variable the employers could never quite account for. They could never quite comprehend workers' empathy and compassion for each other, in a word—solidarity.

At the gathering in Liverpool, leaders of docker unions around the world recommitted themselves to each other and the international movement to keep our ports union and safe. We have a common understanding of what we are up against, the globalized forces seeking to eliminate strong, unionized port workers. And we are using that knowledge and new technologies to globally organize and protect ourselves.

The ILWU has been in the forefront of this international docker organizing. We belong to both the International Transport Workers' Federation (ITF) and the International Dockworker Council (IDC), solidifying our network of support. We are doing what we need to do to be prepared for our 2008 negotiations.

But our employers are relentless. They have no intention of conceding our victories and trying to peacefully co-exist.

As we have seen with the recent attacks on our Chilean brothers in the Port of Iquique, as we have seen in the latest attempt to privatize the European Union countries' docks and the Dutch government's moves to eliminate union dockers' rights and jobs, as we have seen in the continuing moves of the Australian government to outlaw unions, they are not letting up. And neither will we.



*At the gathering in Liverpool, leaders of docker unions around the world recommitted themselves to each other and the international movement to keep our ports union and safe.*

## The DISPATCHER

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Editor

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# 10th Anniversary of the Liverpool Dockers' sacking Dockers gather to commemorate Liverpool struggle

By Jack Heyman

Once again dockworkers from around the world met in Liverpool Sept. 23-24, this time not to co-ordinate solidarity actions for the Liverpool dockers, but to recognize those unions that participated in the worldwide actions and learn the lessons of that struggle in preparation for future waterfront battles.

The Liverpool struggle began 10 years ago when young dockworkers spontaneously set up a picket line over substandard conditions and other union members of the Transport and General Workers Union (T&G) honored their picket line, as they had always done. All 500 dockers were sacked by the employer, Mersey Docks and Harbour Company.

Starting the weekend's main event, Liverpool dock steward Jimmy Nolan opened by reminding participants that the gathering was not a celebration because the dockworkers did not win their struggle, rather it was a commemoration of a struggle that reignited militancy and underscored the necessity of international workers' solidarity in today's global economy. In the heat of the Liverpool battle, maritime unions around the world awakened to their call—from Europe to Japan, the United States, Canada, Australia and New Zealand.

In the end the Liverpool dockers lost because they couldn't mobilize mass picketing on the Mersey docks to stop scabbing. That key element of solidarity was betrayed by the lack of support of their own union, the T & G, the Trade Union Congress (Britain's AFL-CIO) and British Prime Minister Tony Blair's so-called New Labour Party.

Bob Crow, General Secretary of the Rail, Maritime and Transport Workers Union (RMT), whose union was recently purged from the New Labour Party for its militancy and opposition to the war in Iraq, fired up the crowd when he cited the illegal strike action by Gate Gourmet workers, mainly South Asian women, earlier that month. Their action sparked an unofficial strike by baggage handlers that grounded all flights of British Airways at Heathrow Airport. He condemned the banning of solidarity actions by Thatcher's anti-union legislation and left intact by Blair's New Labour Party.

To rousing applause Crow asked, "What's a 'secondary' action? Surely that's what the trade union movement is based on."

One of the first speakers was ILWU International President Jim Spinoso, who headed a delegation of 15 members and officers. He reminded the audience that the Liverpool dockers' struggle had inspired longshore workers to network and to organize solidarity actions: first, the *Neptune Jade* in Oakland in support of the Liverpool dockers, then the *Columbus Canada* in Los Angeles in support of the Australian wharfies, then actions in defense of the Charleston longshoremen and most recently the bloody police assault on dockworker union president Jorge Silva Baron in Iquique, Chile. Spinoso noted what dockworkers have been learning in this era of international capitalism.

"We have to understand how the employers have been able to mobilize and get an upper hand in globalization," he said. "They project out 10, 15, 20 years. We working people are now doing the same thing, hooking up with organizations and networking around the world in solidarity. We are closing the world tighter and tighter so we can put together actions much quicker than we did for the Liverpool situation."

Receiving warm applause for his open and honest appraisal, Frank Leys, Secretary of the ITF Dockers Section, acknowledged that mistakes were made by his five million-strong organization during the Liverpool dispute. The T&G never supported the strike, making it unofficial and thereby illegal. Since the T&G was an ITF affiliate, the ITF didn't support the dockers either.

"Staying silent has never brought the workers forward," Leys said. "Mistakes of the past will be remembered in order to avoid repeating them."

He exhorted all dockworkers to unify now in order to fight and defeat the European Unions' Port Directive on "self-handling" that would allow ships' crews to do longshore work in port. If implemented in Europe, this union-busting move will be repeated in all the world's ports.

Ken Riley, president of ILA Charleston longshore Local 1422,



ILWU International President Jim Spinoso presents Liverpool dock steward Jimmy Nolan with a plaque from the ILWU recognizing the historic struggle of the Liverpool dockers.

recounted how their contract struggle with Nordana Lines in 2000 and the subsequent Charleston 5 defense campaign was ultimately successful because of ILWU's international dockworker links, especially the *Coordinadora* of Spain, that were brought into play. These bonds were forged at international conferences in support of the Liverpool dockers.

In the tradition of Harry Bridges' good Aussie friend, Tas Bull, then-head of the waterfront workers union, Paddy Crumlin, National Secretary of the Maritime Union of Australia (MUA) spoke poignantly about the practical reality of the state of trade unions and of class struggle globally. He praised the Liverpool dockworkers for their courageous struggle and criticized Bill Morris, then-General Secretary of the Transport and General Workers Union, for not supporting the strike.

"The ITF should have played a stronger role, no matter how difficult, in making sure it was a win...not a loss," Crumlin said. He said now the movement has "the experience to go forward" and "we've learned the

lesson from the Liverpool struggle: unions must organize properly, supporting rank-and-file workers on the job, and organize globally."

As an example, Crumlin cited the ILWU's solidarity action during the MUA strike. The *Columbus Canada* had been loaded by scabs in Australia and because of the labor-community picket in the port of Los Angeles, the ship was forced to return to Australia to be loaded by union wharfies before it would be discharged on the U.S. West Coast.

He pointed out that dockworkers' unions are being targeted by maritime employers and the governments because of their progressive stands, including dock protests against wars like in Vietnam and Iraq.

"They are systematically taking us on because we are a threat to what they are doing to our societies and our global market, and I'm proud of that," Crumlin said. "We've identified the enemy and most of us here have looked the devil in the eye and we find if we are prepared to stick together and work together, the devil always blinks."

## How international labor solidarity works—The Neptune Jade action

The activities commemorating 10th anniversary of the start of the Liverpool dockers' struggle began with the showing, appropriately, of the video "Solidarity Has No Borders: The Journey of the *Neptune Jade*."

"There were many actions in support of the Liverpool dockers during the course of our two-and-a-half-year struggle, but one stands out, the *Neptune Jade*," Liverpool dock steward Terry Teague said when introducing the video.

The *Neptune Jade* action will leave a high watermark on the pilings of labor history because of its boldness, level of co-ordination and timing.

"The action came at just the right time because after two years in dispute the men's spirits were low and this picked 'em right back up," Mickey Tighe, Liverpool dock steward, noted.

It enabled the stewards to keep the dockworkers together. Like a ripple in the water, it reawakened workers' awareness of the importance of international solidarity and became the model for other solidarity actions that followed, like the 1998 boycott of the *Columbus Canada* in Los Angeles

in support of the Australian wharfies and the action by the Spanish dockers against the Nordana shipping line in support of the Charleston Five longshore workers.

Since previous arbitrations restricted the employer group, the Pacific Maritime Association (PMA), from retrieving its losses due to industrial actions by the ILWU, it moved to sue the individuals who were on the picket line for the financial hit its member companies claimed they took because of the picket. The PMA subpoenaed documents with information about who they were from the ILWU International, *The Dispatcher*, and Locals 10 and 34. Eventually PMA hauled then-International President Brian McWilliams and *Dispatcher* editor Steve Stallone into court, seeking to have them found in contempt of court and thrown in jail if they continued to refuse to turn snitch. The ILWU won that case based on a ruling that found that *The Dispatcher*, as a newspaper, had a First Amendment right to gather information without the interference or intrusion of the government.

In pre-trial motions the charges against two of the three only named



ILWU/IBU member and *Neptune Jade* picket captain and defendant Robert Irminger recounted the picket action and court case at the Liverpool commemoration gathering.

defendants, Local 10 activist Jack Heyman and the Golden Gate chapter of the Labor Party, were thrown out and the court restricted PMA to suing

only those it allegedly had evidence committed illegal acts on the picket line. But the court allowed PMA to  
*continued on page 11*

# WASHINGTON REPORT

## Protecting longshore pensions from Congress

By Lindsay McLaughlin  
ILWU Legislative Director

Sometimes the interests of ILWU members and their employers coincide and it makes a world of sense to work together. We seek to work with employers on a national sugar policy and against trade deals that give ILWU sugar jobs away. We seek to work with our employers on a national health care program that preserves health benefits. On the issue of pension legislation, the ILWU and the longshore employer group, the Pacific Maritime Association, agreed to work together to protect the pension agreement reached in 2002 embodied in the Coastwise contract. The agreement to work together in Congress was reached at the highest level in a discussion between ILWU International President James Spinoso and PMA head James McKenna.

In 2002, longshore negotiators and the PMA agreed to a pension funding schedule that was approved by the Pension Benefit Guaranty Corporation (PBGC). The PBGC is a federal corporation created by the Employee Retirement Income Security Act of 1974 and charged with insuring workers' pensions. It currently protects the pensions of 44.4 million American workers and retirees in 31,200 private single-employer and multi-employer defined benefit pension plans.

The PBGC receives no funds from general tax revenues. Its operations are financed by insurance premiums set by Congress and paid by sponsors of defined benefit plans, investment income, assets from pension plans trusted by PBGC, and recoveries from the companies formerly responsible for the plans.

In order to receive approval by the PBGC, the ILWU-PMA plan had to show that the covered work in the agreement was stable, demonstrate that its funding schedule constitutes an effective and sound method for funding the benefits provided under the plan, and establish that if one or more of the employers withdraw from the plan, the funding schedule poses no risk to the PBGC. The 2002 contract's pension plan passed all those tests.

However, legislation being considered by the House and Senate would alter this funding schedule. The legislation would mandate certain funding levels Congress deems safe for multi-employer plans similar to the ILWU-PMA plan. The 2002 agreement, with its increases in benefits, was designed to dip below Congress' newly defined "safe" level, and most likely will next year. But in the future it would rise above it based on the growth and profitability of the industry and the funding requirements built into the plan. But in the meantime the legislation could require changes in the 2002 contract that might complicate the collective bargaining process.

Both the ILWU and the PMA agreed that, given that the pension plan was approved by the PBGC, we must protect the sanctity of the collective bargaining agreement. Both the union and the employer spoke to representatives of Sen. Edward Kennedy (D-MA) and Sen. Mike Enzi (R-WY) who will manage the legislation on the Senate floor. They agreed that we made a strong case for the preservation of our existing ILWU-PMA funding plan, and agreed they will sponsor an amendment on the Senate floor that protects this plan. We hope that the House of Representatives will adopt the same or a similar provision.

We had expected the Senate to take up this issue several weeks ago, but Sen. Mike DeWine (R-OH) and Sen. Barbara Mikulski (D-MD) put a hold on the bill. At issue is a provision in the legislation that would force companies with low credit ratings to beef up their pension contributions. The sponsors of the legislation say it's a form of assurance that if companies go bankrupt, at least they will have put some money in their pension funds for current and future retirees. The requirement would kick in if a company's credit rating went to junk bond status for two consecutive years.

But the United Auto Workers and

the AFL-CIO say that's unfair. They say plenty of companies have fluctuating credit ratings, even those that are considered junk bond status, yet they keep their pensions. Secondly, if a company is struggling financially, as indicated by its low credit score, why penalize it by making it pay out cash that it needs for operations? That might push it into bankruptcy and make it eliminate its pension plan or freeze out new employees from participating in the pension.

Although the labor community is pleased that the Senate bill attempts to take action regarding the crisis in the airline pensions, there is great consternation that the single-employ-

er plan provisions make workers pay the price for pension reform. In a letter to the Senate, the AFL-CIO said that unfair provisions include new restrictions on benefit increases and freezes on benefit accruals as well as cuts in federal pension guarantees.

"Not only are arbitrary automatic limitations on pension accruals and benefit increases unfair to workers, they put rank-and-file workers at risk of employer manipulation of their pension plan's funding," said Bill Samuel, Legislative Director of the AFL-CIO.

The legislation includes provisions sought by airline unions and carriers for leniency regarding their pension plans. Offering greater leniency "would dig that hole deeper and put more workers' pensions at risk," said Senate Finance Committee Chairman Charles Grassley (R-Iowa), whose committee shares jurisdiction over the legislation. "At some point, Congress has to say enough is enough."

He suggested he would scuttle the bill—along with its airline aid provisions sought by Delta Air Lines and other carriers—rather than agree to more concessions.

Delta badly wants a provision that would allow cash-strapped airlines to spread pension plan payments over many years. The current Senate version has a 14-year provision, while Delta wants 25.

The outcome of the airline aid issue could bear on whether Delta, flying under Chapter 11 bankruptcy protection, tries to terminate its pension plans to save cash. Such a move would shift responsibility for pension payments, up to certain limits, to the PBGC.

A number of labor unions along with their employers are working in a coalition to reform the pension laws. As flawed as the pension legislation may be, unions involved in the National Coordinating Committee for Multiemployer Plans (NCCMP) including the Teamsters, Iron Workers and other Building Trades unions, have advocated legislation that may in fact allow pension plan trustees to make cuts to ancillary benefits that have been promised. Ancillary benefits are not the primary promised benefits to retirees, but they may include disability and certain other subsidized early pensions. In their view, they would rather see some cuts rather than have the plans fail.

We are living in an America where corporations continue to steal—legally—from the American people and from their employees. Last summer the courts agreed to let United Airlines renege on nearly \$10 billion of its pension promises to 134,000 of its workers.

But this isn't just about United. It's about corporate America breaking its promises to workers. Many companies that are not shirking their pension obligations by filing for bankruptcy are switching their defined benefit pension plans—which promise a fixed monthly check—over to riskier defined contribution plans like the 401(k) that is dependent on the uncertainties of the stock market—or to no plan at all.

ILWU longshore workers have a solid plan, a great union and work in an industry that is growing and profitable. If we are successful in getting the amendment that will exempt the ILWU-PMA plan from these new regulations, it will continue to serve us well through our collective bargaining process.

## DITCHING DIRTY DIESEL



John Showalter

Longshore Local 10 President Trent Willis (at microphone) joined health, environmental and community groups Oct. 18 to publicize a state law prohibiting diesel truck idling that has been on the books for over a year, but is regularly ignored and violated. They held a press conference on the issue and ILWU members handed out more than 600 informational flyers to truckers at the Port of Oakland.

Local 10's actions were part of a coordinated "Don't Sit Idle Day of Action" by the Bay Area Ditching Dirty Diesel Collaborative, a group of 20 organizations—including the American Lung Association, the United States Environmental Protection Agency, the California Department of Health Services, the Pacific Institute, Contra Costa Asthma Coalition, West Oakland Environmental Indicators Project and Bayview-Hunters Point Community Advocates—whose goal is to reduce diesel pollution regionally.

Particulate matter from diesel engine emissions, the fine black soot that pours from truck smokestacks, has been shown by various medical experts to be carcinogenic and contributes to higher rates of childhood and adult asthma, as well as other medical conditions. In portside communities like West Oakland, residents face 90 times more diesel emissions than the state average, while there are more than 350 asthma-related emergency room visits per year associated with diesel pollution in the Bay Area.

Willis was joined by Oakland City Councilmember Nancy Nadel, regional physicians and public health experts, truckers and representatives of various communities whose health has been most severely impacted by diesel emissions. Willis said his local was supporting the Day of Action's efforts in the Bay Area because he and his fellow longshore workers are part of the community and that they are exposed to the same risks from diesel emissions at work and home as other Alameda County residents. Willis also pointed out that more state revenues must be devoted to building a cargo movement infrastructure that does not pollute the air and relies upon alternative fuels—like biodiesel or liquid natural gas—which produce far fewer emissions harmful to people's health than petroleum-based diesel.

"We're spending billions monthly on the unjust war in Iraq, and this money could be going towards improvements in port infrastructure, highways, rail infrastructure and other projects that allow cargo to move freely without trucks idling in our neighborhoods," said Willis. "This money could also go towards retrofitting tractors and trucks to burn biodegradable fuel."

Two days after the Day of Action, Bay Area Ditching Dirty Diesel Collaborative members persuaded California Air Resources Board (CARB) officials at a public meeting in Sacramento to close a loophole in the state idling law that permits trucks with sleeper cabs to run their engines while drivers take naps. The CARB voted unanimously Oct. 20 for the new regulation after Collaborative members illustrated the impacts of these vehicles' emission on community health while also showing how its passage would allow truckers to conserve 160 million gallons of fuel each year statewide. One technological solution to overnight truck idling being installed at locations around California is called Truck Stop Electrification (TSE), which allows truckers to plug in to an electric grid when they park.

—John Showalter

# How the other half percent die

by Jack Rasmus

After more than four years of incessant tax cuts for the wealthy and corporations, George W. Bush and Co. are now preparing to come back to the table for another huge tax cut feast at the expense of workers and consumers in America.

Congress has passed record tax cuts every year from 2001 through 2004, with more than 80 percent being distributed to the wealthiest taxpayers and corporations. Last April the House of Representatives passed—and now the Senate is considering—another \$1 trillion handout to the rich by repealing the Estate Tax, also called the “Death Tax.” It is a tax heirs of the super rich pay when the head of the family’s estate dies and leaves his or her property to them as beneficiaries.

Even before the current proposed Estate Tax cut, the tax burden in the U.S. has been shifting dramatically for the last several decades—with workers paying relatively more and the wealthiest one percent of households paying progressively less.

In 2000, the year before Bush took office, the Estate Tax applied to only two percent, or 52,000, of the 2.5 million heads of households who died that year. And for that two percent, there was still a \$1.35 million deductible before a 55 percent tax rate on the estate applied.

Following Bush’s 2001 Estate Tax cut, less than one percent of wealthiest families remained subject to the tax. By 2005 the 52,000 eligible for the tax had been reduced to only 13,700 out of the more than 2.6 million heads of households projected to die this year. And even their deductible level has been raised to \$4 million and their tax rate has been reduced to 45 percent. Furthermore, under the current law, by 2009 the deductible will rise to \$7 million, and only 2,400 will be subject to the tax at that time.

Still, Bush and his wealthy backers have been pressing hard throughout 2005 for immediate and permanent repeal of even today’s watered-down Estate Tax. Even though that tax is scheduled to disappear altogether after 2009, they are refusing to wait four more years.

Hurricane Katrina recently dealt a wild card into the table stakes Estate Tax-cut game, however. With what looks like \$500 billion at minimum needed to rebuild the Gulf Coast, it may prove difficult (though not impossible) for pro-corporate/pro-wealth interests to pass another \$1 trillion tax cut for the wealthiest one percent of taxpayers at the same time.

So as a contingency Bush and the pro-wealth interests in Congress have developed a fall back position nearly as generous in the event a permanent repeal of the tax is not immediately possible. Led by Senator Jon Kyle (R-AZ), an alternate proposal in the Senate at present is to raise the Estate Tax’s exemption immediately to \$7 million (or higher) and immediately reduce the 45 percent tax rate to 15 percent. That would produce a tax cut of more than \$700 billion over the coming decade alone, with more to follow, for the wealthiest 0.3 percent of households left subject to the tax. Even that \$700 billion is probably an underestimation, since other provisions in the legislation, as well as cases before the courts at present, will render existing state-level Estate Tax laws null and void as well.

Should Bush and corporate America succeed in repealing the Estate Tax and making Bush’s 2001-2005 tax cuts permanent, the non-partisan Center on Budget and Policy Priorities estimates the total long-term cuts will amount to no less than



\$11.6 trillion—80 percent of which once again will accrue to the wealthiest 20 percent of households and the largest corporations.

To give a sense of the magnitude of

the full picture. To cap off his tax legacy on behalf of corporate America in his second term, Bush wants to totally restructure the entire tax code. The campaign to do that kicked

cuts given to workers and consumers between 2001-04 that were considered politically necessary at the time to ensure passage of Bush’s first-term tax cuts for the wealthy. In addition, the panel’s report is expected to launch a new assault on the few remaining benefits in the federal tax code that working class households have been able to take advantage of for many years, such as home mortgage interest, state and local tax deductions and deferral of taxes on health insurance premiums.

*Bush’s tax cuts could pay for the alleged \$3.4 trillion shortfall in Social Security, fully resolve the real growing crisis in Medicare funding and provide free prescriptions drugs for all Americans.*

\$11.6 trillion in tax cuts: that money would eliminate Bush’s alleged \$3.4 trillion shortfall in Social Security, fully resolve the real growing crisis in Medicare funding and provide free prescriptions drugs for all Americans in need—not just partial payment for drugs for those in retirement.

But even this \$11.6 trillion is not

off recently with the release Sept. 30, 2005 of the final report of Bush’s appointed special Advisory Panel on Tax Reform. Expectations are that the panel will recommend, and Bush and Congress will eventually propose, not only further breaks for the wealthy and corporations, but also a scaling back of many of the token tax

A more detailed treatment of the ‘Great American Tax Shift’ is contained in Jack Rasmus’s just released book, *THE WAR AT HOME: THE CORPORATE OFFENSIVE FROM RONALD REAGAN TO GEORGE W. BUSH*, which can be purchased from the website, <http://www.kylosproductions.com> or soon on Amazon.com.

## Unionists examine pollution health risks

By Bill Orton

Maritime trades workers toiling amidst the belches of truck exhaust and ship emissions face a dramatically heightened risk of contracting leukemia and other forms of cancer, according to experts who spoke to a gathering of union officials in Long Beach Sept. 23.

“The ports of Long Beach and Los Angeles are the single largest source of harmful pollution in the South Coast Air Quality District,” said Richard Takiushi-Drury, an attorney and a former adviser to the Clinton Administration’s EPA panel on environmental justice.

Statistics show that 70 percent of all cancer risk in Harbor area is due to diesel particulate matter, a situation now made worse by a ruling from a NAFTA panel that allows older, dirtier Mexican trucks into the U.S.

“Exposure in the Harbor is 10 times or more that of the general population,” Takiushi-Drury said.

“Occupational cancers are an epidemic, as four out of 10 workers will contract cancer,” said Raphael Metzger, a toxic tort litigation lawyer whose clients have included leukemia and

cancer patients whose illnesses were allegedly contracted from workplace exposure to products like benzene.

“I know the ILWU has seen large clusters of lung cancer and ultimately, we’re all front-line workers,” Maritime Trades president Larry Barragan said.

Talk of toxic tort litigation and coalitions with environmentalists prompted intense debate, with Barragan calling the entire topic “highly controversial.” But all agreed that workers are the ones on the front line who suffer the greatest effects of workplace pollution.

“Workers are really the canaries of occupational cancers,” Metzger said. “A lot of your members are going to develop cancer that will be caused by exposure to chemicals in the workplace, like benzene. The rate of incidents is much less in the general population.”

Metzger told union leaders that benzene is so unsafe that studies have shown the current federal OSHA standard of one part per million is enough exposure to cause cancer. Scientific evidence indicates a standard of one-tenth part per million is the maximum level a person could safely be exposed to. By settling on a standard that

industry claims is the lowest it can afford to meet, the rule for benzene guarantees workplace cancer.

But employers have always warned that health and safety regulations will be the financial ruin of their industries, and are only proven wrong when political power forces them to comply. Another benefit of good anti-pollution measures, Takiushi-Drury noted, is that the upgrades in infrastructure required creates jobs.

Metzger pointed out other ways the legal deck is stacked for business.

“The whole workers comp system was set up to protect employers,” said Metzger, who pointed out that the highest monetary compensation for a worker who dies on the job is capped at \$150,000.

With daily ship traffic representing the equivalent of one million car trips, and older Mexican trucks spewing benzene-laden exhaust into the air, workers need to reach out to the community and environmentalists to form what Takiushi-Drury referred to as a “green-blue-brown coalition.”

“Where we live and work is the most important environment to focus on,” said Takiushi-Drury.

# Representing the Union: Sam Kagel and t

## Introduction by Harvey Schwartz

This is the second in a series of oral history articles featuring the legendary Sam Kagel, who retired as Coast Arbitrator for the longshore industry in 2002 after 54 years on the job. In the 1930s, well before he began his storied career as an impartial judge, Kagel was an economics graduate student and then a union advocate with the Pacific Coast Labor Bureau, a consulting firm that represented organized workers in negotiations, mediations and arbitrations.

Kagel was employed with the Labor Bureau from 1932 to 1942. He left to serve in the War Manpower Commission when the U.S. entered World War II. After the war ended in 1945 he became an impartial arbitrator and attended law school. By the 1970s he was the nation's leading figure in labor arbitration.

During the great 1934 West Coast maritime strike, Kagel was a close consultant to Harry Bridges, the longshore union and other waterfront worker groups. His testimony about that phase of his seven decades in labor relations was the focus of last month's oral history article.

This month the spotlight is on Kagel's association with the warehouse union in the five years following the 1934 strike. Those were the days of the longshore union's triumphant organizing drive into the San Francisco Bay Area warehouse industry that became known as "the march inland." As a representative of the longshore union's new warehouse local, and several other Northern California unions as well, Kagel participated in the events of that period on a daily basis.

In 1999 I was commissioned by the ILWU Coast Labor Relations Committee to interview Kagel. Those 1999 discussions provided the basis for this article. I would also like to acknowledge Jennie Kogak, J. E. Rieber and San Francisco State University Labor Archives Director Susan Sherwood for their help. Front page portrait: courtesy San Francisco History Center, San Francisco Public Library.

## SAM KAGEL

Edited by Harvey Schwartz,  
Curator, ILWU Oral History Collection

In the 1930s there were lots of warehouses in San Francisco. The city was a big distributing center. You had public warehouses and warehouses in grocery, drug, hardware and coffee. All of them were part of the waterfront, really. Right after the 1934 strike most were still unorganized. But soon there was a conscious decision to move off the 'front and on to the warehouses. And for good strategic reason. They were easy pickings, too, because they were paying 45, 55, 65 cents an hour with hardly any other conditions. Those wages were low even for the Great Depression.

Eugene Paton was one of the San Francisco warehouse organizers. He was an extraordinary guy. I remember how Pat got recognition at this one warehouse that specialized in packing fancy Italian olives and stuff like that. Pat had the workers orga-

nized, but the employer wanted to go to the National Labor Relations Board (NLRB) for an election. Congress had recently passed the Wagner Act of 1935 that set up the board. Well, Pat said to me, "This guy wants a vote. Okay, we'll give him a vote."

I went to the plant with Pat. He asks the guy, "You want a vote?" The guy answers, "Yes." Pat says, "Well, come on out to the gate." Off we go. Pat has the steward with him. He turns to the steward and says, "Tell the guys to come out." They start coming out, and Pat tells the employer, "Count 'em." That was the vote—the whole company! There must have been a hundred persons working there. They didn't stop work. They just walked out and walked right back in. The employer had his "vote." He recognized the warehouse union quickly all right.

At most other places where the people were organized shortly after the 1934 strike, the employer either knew it and accepted it or, once in a while, asked for a card count. There was an "atmosphere" for union organizing in those days. People were eager to sign up and many employers got it. But this guy was so adamant that it had to be a formal vote under the Wagner Act that Pat got a little pissed. So he said, "I'll really give him a vote."

The public warehouses was the first employer group that we sat down to negotiate with. Wes Howell headed a key company in that group and he represented the employers. It had taken us a long time to get an agreement to meet. It was a real touchy deal. I can still see Wes Howell sitting on one side of the room across from Pat, myself and the people from the union. Well, there had been a movement within the warehouse local at the time that there should be an audience of workers. So we had an audience about two or three rows back.

I was the economics guy with the proposals. Therefore I started the meeting. All of a sudden one guy in the audience stands up. He says he wants to say something. Everything stops. He starts, "My wife passes the Roos Brothers clothing store on her way to work. She sees all the wonderful clothes in the window and she believes we should have enough money to buy them." The place was stunned 'cause this guy was not part of the negotiating committee and he was not an officer.

Finally the guy sat down. With that, Wes Howell said, "I don't think we should continue with this meeting." It took another four or five weeks to get back into negotiations. Thereafter, we didn't have an audience. We had a negotiating committee that represented the warehouse persons in a particular plant and any officers of the union who wanted to be present. Pat and I would keep away from guys who were constantly making what I call "speech 84b," too. We had a job to do. The job was to organize and to get a contract that was acceptable to the persons affected by it, period.



Employer and union negotiating committees, 1938 San Francisco warehouse local. (From left) Wes Howell and B.R. Funsten, (for the union) Henry Melnikow, Harry Bridges, (for the employers) Marshall Madison, James Reed, Edwin Pillsbury, "Navy" ...

Once a place was organized the employer would sit down and negotiate seriously or we'd have a strike. In those days we had a lot of strikes going all the time, and not only in the warehouse industry. There were strikes on at Safeway, department stores, hotels. During the whole period between '34 and 1937, '38, there was hardly a time when there weren't four, five or six strikes going on. All of this union activity, of course, was inspired by the longshoremen winning the 1934 strike. That victory gave backbone to a lot of people to organize.

For example, how come the department store clerks got organized? Well, around 1937 the longshore union's new warehouse local went on strike at Woolworth's dime store in San Francisco. One of the clerks working there was a young woman named Marion Brown, later known by her married name as Marion Sills, labor leader. She was talking to the warehousemen who were on strike. From that she got an idea of what the hell a union was all about. Ultimately that led her to call a lot of people working in the big Emporium store and they arranged to have meetings at night. Bingo! You've got an organization going.

I was involved in an important labor dispute at the Santa Cruz Fruit Packing Company in 1935. The wage rates at Santa Cruz Packing were around 35, 45 cents an hour with no other conditions. With the conditions so poor at Santa Cruz, getting the people organized into the warehouse union was easy. I didn't speak to the people directly or sign them up, but I helped the organizers with the planning.

Santa Cruz was an outfit that canned food and sent it around the world. Some of the workers there came to the union and asked to be organized. A lot of people who were working in various places did that after 1934. The demand was made upon Santa Cruz to enter into collective bargaining. In this case we wanted to get the company certified under the new Wagner Act.

A lawyer named Paul St. Sure represented Santa Cruz. He was the guy who headed the Pacific Maritime Association (PMA) in the 1950s and negotiated the famous longshore Mechanization and Modernization Agreement (M&M) of 1960 with Harry Bridges and the ILWU.

Paul took the position that Santa Cruz was not covered by the Wagner Act because less than 50 percent of its product went into interstate commerce. Since the constitutionality of the act was based on its covering industries that affected interstate commerce, St. Sure thought he had a workable argument. I was not a lawyer yet, but the regional NLRB took the position I took and the union took, that the act still applied since interstate commerce was affected.

The case went through the court of appeals. We won. A couple of years had passed by then. I'd been dealing with Paul St. Sure on many cases involving many unions. He was a straight-on guy. We had a great relationship and rarely needed to go to arbitration. Of course,



courtesy Sam Kagel

Local 6 President Eugene Paton trying to conduct union business during a labor dispute at Euclid Candy Company in San Francisco just after the warehouse "march inland."

ILWU ORAL HISTORY  
Volume  
*Representing the Union*  
Sam Kagel  
Warehouse '34  
1934

# The Warehouse "March Inland," 1934-1939



Warehouse lockout. From left to right: (for the employers) Adrien Falk, Wes [unclear], Sam Kagel, Eugene Paton, Donald Maguire and Bob Moore. (for the union) Bill Ingram.

courtesy Sam Kagel

discharge or a suspension. Many of the employers could ultimately see that, 'cause it made sense. That's how we got arbitration clauses written into so many of the early contracts.

As is generally known, the ship owners tried unsuccessfully to bribe Harry during the 1934 strike. I even cited a Matson Navigation Company source on this in a memoir I wrote. Still, in my experience there were actually very few underhanded efforts to end labor disputes in those early days, or even after. Our area of the country was always pretty clean.

One time, though, I was in a San Francisco saloon called The Streets of Paris. This was 1937, '38. I was waiting to meet with a guy who was coming from a union meeting. It was after ten o'clock at night and there was hardly anybody in the place. I was sitting there reading the newspaper when three guys came in. One was a little short stubby guy. The other two were great big monsters. They walked straight up to me.

I looked at these two big guys, who were what we called "goons" in those years. They were dressed in long black overcoats called "bennies." I said, "What can I do for you?" The short guy answered, "I'm here to settle the strike with Owens Illinois Glass." At the time I was representing the warehouse union in negotiations with that firm. I came back, "I have no authority to settle that strike. What is your interest in it?"

He said, "They used to supply me with bottles during Prohibition." I asked, "What's your name?" He said, "Waxie Gordon." So I'm looking at this guy who I now realize is a notorious Chicago gangster. I didn't know what the hell was going to happen. I offered, "Do you want me to arrange a meeting with the union?" No, he didn't. "Well," I said, "I'll be in my office tomorrow if there's anything you want." And they left.

I immediately telephoned Jack Shelly, then the secretary of the San Francisco Labor Council. He said, "I'll take care of it." He called the chief of police, whose men visited Gordon at the St. Francis Hotel, where he was staying. They asked him what he was doing in town. He said he was there to introduce a new cleaning process.

The police then saw that he went out to the airport. They put him on a plane headed East. He indicated he was going to stop off at Reno, so they alerted the Reno cops, who wouldn't permit him to get off the plane. So off he went. That was the end of my experience with the gangster Waxie Gordon.

A little later, in August 1938, there was a big industry-wide lockout of all the Local 6 ILWU warehouse employees in San Francisco. By then the West Coast longshore and warehouse workers had left the International Longshoremen's Association (ILA), which they were affiliated with from 1934-1937, and formed their own new union, the ILWU. Most of the city's 6,000 warehouse people were now

covered by Local 6 contracts.

The contracts in different groups in the industry—the grocery houses, coffee houses, and so forth—had different termination dates. We used to go from one group of employers to the next trying to get a better deal in each set of negotiations. This was called "whipsawing." The employers finally decided they wanted one "master contract" in the whole industry to stop the whipsaw.

So the employers as a whole locked out all the Local 6 workers in the city by moving a boxcar containing non-union products from warehouse to warehouse. That car became famous around town as "the hot boxcar." Local 6's members wouldn't work its contents. The whole industry remained down for two months with the local insisting it would not give up the whipsaw or accept a master contract. That lockout was front page news for weeks in San Francisco.

I used to discuss the situation daily with Paton, who was now president of Local 6. We always got the early editions of the *San Francisco Chronicle* to read Paul C. Smith's blasts at us. Smith was the editor of the newspaper. He had not been an unreasonable, anti-union guy before. Finally we decided we would write him a letter asking him to be mediator. He accepted.

Paton and I knew that when we got into mediation we would end up with a master contract. There was no way we were going to get the employers to agree to permit us to whipsaw. But we didn't sit around and say, "Hey, they won." You don't do that. You suddenly come to the realization that, "Are we going to stay out another 60 days with nothing happening and we've got our people not working?"

Interestingly, Harry thought we should take the master contract all along. He sided with, for christsake, Adrien Falk, one of the main employers. We had a public meeting with the world there and both of them were arguing for the master contract. We used to call them, in fun, "the Bridges/Falk Axis" after the Hitler/Mussolini Axis. Anyway, from the beginning Harry said, "You guys are going to have to agree to a master contract." And so we did. We also got some decent concessions in the arbitration proceedings that settled the details of the master contract in 1939.

Around this time the ILWU boycotted the export of scrap iron to Fascist Japan to protest that country's invasion of China. I participated in the picket lines down on the waterfront. My point here is that this boycott was not related to negotiations or contracts. The ILWU was always socially minded, and not just the ILWU.

The union movement never said, "All we're interested in is how much money we're getting today," because labor by its very history was part of a social movement. It always asked, "Who the hell got schools? The eight-hour day? The five-day week? Who was concerned about children working?" Despite all the contracts, that's what it was all about. It was about concern for all people. That's why the ILWU boycotted the scrap iron and I was on the picket lines, protesting what the Japanese were doing to the Chinese.

when it came to the Santa Cruz case, Paul—being an attorney—went through all of the steps right up to the U.S. Supreme Court.

In 1938 St. Sure went back to Washington, D.C., to argue before the high court. The attorneys for the NLRB were there. When Paul came back from Washington he called me up. He said, "I don't think I'm going to make it." I asked, "Why do you say that?" He said, "Because of some of the questions these people asked me." I said, "Well, congratulations, I'm glad to hear that."

Paul was right. The majority of the Supreme Court justices held that Santa Cruz's business did affect interstate commerce. Thereafter the Santa Cruz judgment was considered, in legal language, a "leading case," because it decided an important element of the statute in question. One result was that it widened the overall application of the Wagner Act.

In the early organizing years, 1935, '36, '37, there were two basic issues that always came up. This was all part of the "march inland," when everybody was organizing—hotel workers, grocery clerks—not just our warehousemen. One issue was that the unions wanted to have the right to arbitrate discharge cases. The employers wouldn't agree to that. The other issue was the unions wanting to have the closed shop, which was legal in those years. A closed shop meant that only union members could be employed in a plant.

One day while there was a grocery strike going on, "Navy" Bill Ingram called me up. Ingram was the football coach at U.C. Berkeley who had his players scab on the longshoremen during the 1934 strike. He'd been dumped as coach and had been appointed head of labor relations for Safeway. He wanted to know what this closed shop thing was all about. Obviously, his background was not in labor relations!

I knew Ingram didn't care about the union's point of view. You think he'd be happy with the idea that the union wanted to be secure so it could beat the ass off the employers every year? Of course not. So I told him a union was like his business. You had to have a certain amount of money to survive. You've got rent, secretaries and so forth. He listens and listens. Then he says, "I can understand that." Well, that grocery strike finally ended and we got the closed shop.

During a lot of other strikes, including warehouse ones, I would make speech 84b until I was blue in the negotiations. There would be no progress. Eventually I would say, "Listen, why don't you call up Bill Ingram and discuss it with him?" I can

tell you now that Bill Ingram settled more closed shop provisions for the unions than we ever got by economic strength.

About the discharge deal, well, we finally got it through the employers' heads that if you don't have some kind of internal machinery to settle these beefs, the unions would have to strike every time there was a



The "hot boxcar" during the 1938 San Francisco warehouse lockout. The rail car was loaded with scab products and moved from plant to plant by order of the city's employers, who used the ploy to lock out the union's members.

courtesy Sam Kagel

STORY PROJECT  
XI, Part II

ing the Union:  
Kagel and the  
"March Inland,"  
1934-1939

# Change to Win establishes new union federation

By Mark Gruenberg  
PAI Staff Writer

ST. LOUIS (PAI)—Declaring they want to devote three-fourths of their new group's money to organizing, leaders and representatives of seven unions formally established the Change to Win federation Sept. 27 in St. Louis.

The federation's unions have more than 6 million members. They are the Service Employees, Teamsters, United Food and Commercial Workers, the Laborers, the Carpenters, UNITE HERE and the Farm Workers. Of those, all but the Laborers—who will leave soon—and the United Farm Workers, are former member unions of the AFL-CIO.

The new group, to be headquartered in Washington, named SEIU Secretary-Treasurer Anna Burger as its chair and Edgar Romney, Executive Vice President of UNITE HERE, as its Secretary-Treasurer. SEIU's organizing director, Tom Woodruff, becomes Change to Win's organizing director—a key post—and Greg Tarpanian moves from the New York-based Labor Research Association to become Change to Win's full-time executive director.

Burger, who will chair the monthly meetings of the new group's 10-person board and serve as its public face, will keep her SEIU post. Woodruff will head its Strategic Organizing Center. The center "will lead federation-wide coordinated growth initiatives, leveraging the collective resources of its affiliates for growth" and "integrate their organizing plans," a Change to Win statement said.

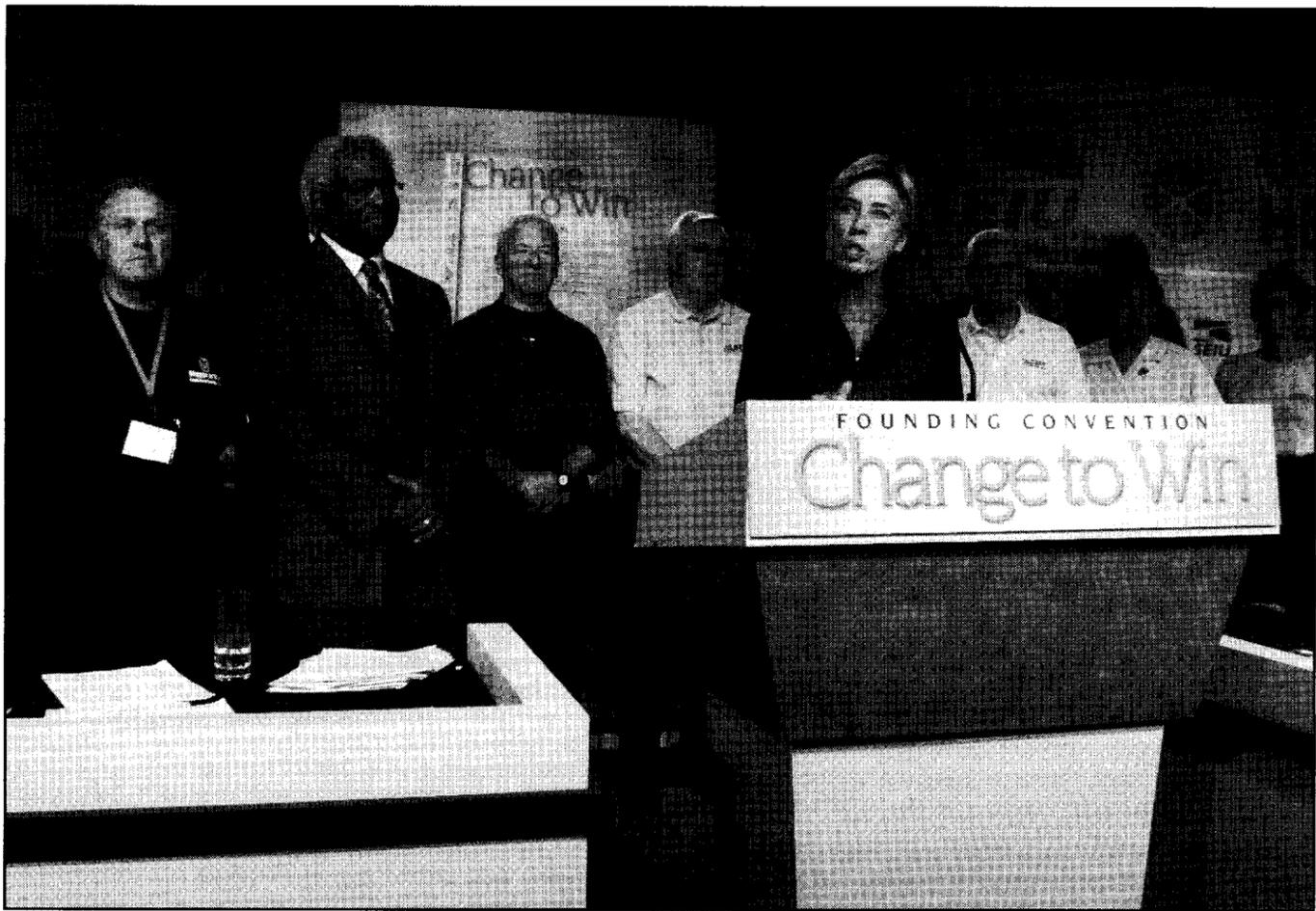
At its first-ever convention, almost 500 delegates from the unions ratified the organization's constitution and its goals and program by voice votes. Leaders said organizing the unorganized will be Change to Win's overriding goal.

Teamsters President James Hoffa declared Change to Win would spend \$750 million on organizing. The Teamsters, on the international level alone, spend \$40-\$45 million and will add \$5 million next year, Hoffa said. UNITE HERE Co-President Bruce Raynor said his union spends 55 percent of its national-level budget—\$35 million—on organizing.

But there is more, or maybe less, to that figure than meets the eye.

That's because the figure includes not just what the new federation and its member international unions spend on organizing, but what their locals, councils and affiliates spend, too.

And spending next year will increase only slightly, using the funds those unions would have otherwise sent to the AFL-CIO in dues—minus the 25 cents per member per year



The Change to Win leadership: (left to right) Jim Hoffa, General President, International Brotherhood of Teamsters; Edgar Romney, Secretary-Treasurer of the CTW Federation; Andy Stern, SEIU President; Joe Hansen, UFCW President; Anna Burger, Chair of CTW Federation; Terry O'Sullivan, LIUNA General President; Arturo Rodriguez, United Farm Workers President; GERALYN LUTTY, UFCW International Vice President.

they're going to send to Change to Win.

And they stated that their core industries—hotels, hospitals, restaurants, textile, construction, transportation and others—have 50 million workers, but only 6 million are unionists. Workers they will pursue hold jobs that cannot be outsourced or moved overseas, they added.

"We commit ourselves to the 50 million unorganized workers and to rebuild the labor movement," Burger said.

Many of those jobs are held by minority group members, immigrants or both, and the convention showcased statements from African-American and Latino/Latina workers. Change to Win also demands full legalization of immigrants.

Key concepts of Change to Win's program include:

- Concentrating organizing in each union's "core industries," such as transportation for the Teamsters, according to Hoffa. Change to Win, which Burger and the union presidents emphasize would be a small, coordinating body, would mediate and decide conflicts.

- Multi-union organizing campaigns, and multi-union support for each other's organizing drives, strikes

and other action.

- Creating coordinating committees for organizing and bargaining in the specific core industries. The panels would develop joint plans and enforce provisions to ban individual unions from reaching contracts that undercut their colleagues' efforts.

- Nationwide organizing of national targets, including DHL, Wal-Mart, Cintas, Smithfield, FedEx and possibly the Beverly Nursing Home chain. The Change to Win 10-person council—each union's president plus an additional member each, for diversity, from SEIU, the Teamsters and UFCW—will set more targets and flesh out plans at a Nov. 1 meeting in Washington, D.C.

- Using actions, including strikes, in other cities or metro areas to support demands for recognition and contracts in one area.

- Downgrading political action to link endorsements to organizing, and endorsing only politicians who openly support the right to organize—even if those pols oppose labor on other issues.

- Using of labor's financial resources, such as money in health, welfare and pension funds, to further union organizing goals. Laborers Union President Terry O'Sullivan

said that includes \$200 million in so-called "Taft-Hartley" pension funds in the construction industry, and \$2.6 billion in public employee pensions.

- Making the areas of Mississippi, Louisiana and Alabama devastated by Hurricane Katrina a test case for a new union role, not just immediate relief, but training area workers to rebuild communities. "It's an opportunity to present ourselves in the South," where the labor movement is weak and even unionists under national contracts, such as IBT master freight agreements, have lower wages, Hoffa said.

- Using the three-fourths of the \$16 million that Change to Win will collect in per-capita assessments from member unions for planning and implementing joint organizing.

Change to Win leaders confirmed contacts with other unions about joining their new federation, but said they are not actively soliciting them. A prime target mentioned was the unaffiliated 2.7-million-member National Education Association, the nation's largest union. Asked specifically if NEA would be asked to join, SEIU President Andrew Stern said no.

"There are now two federations," Stern said. "The question is now that we changed, can we win?"

# Schwarzenegger vetoes trucker bill

By Tom Price

Port truckers lost a round in their efforts to gain a voice on the job when California Governor Arnold Schwarzenegger vetoed a bill that would have recognized their collective bargaining rights.

Senate Bill 848, introduced Feb. 25 by Sen. Joseph Dunn (D-Garden Grove), would have acknowledged what is obvious to everyone on the waterfront—that port truckers are workers who should be able to combine together and bargain with their employers. But in a selective interpretation of states' rights, Schwarzenegger claimed the bill would violate federal anti-trust laws and the state didn't need to get into a fight over it. The bill passed the Senate 24-14 and the Assembly 47-31. Schwarzenegger vetoed it Sept. 29. The bill had the backing of the

Teamsters' Union and the opposition of the Calif. Trucking Assn.

"It's typical Schwarzenegger—if anyone in the business community objects to legislation, he's going to veto it," said Chuck Mack, Director of the Teamsters' Port Division. "If it has anything to do with labor and there's an objection—it's an automatic veto."

The steamship companies that contract with the truckers have anti-trust immunity and are allowed to fix shipping rates among themselves. These immunities allow the companies "to engage in collective activities to increase their market clout, and these activities decrease the ability of port owner-operator drivers to negotiate for higher rates," the bill reads. Anti-trust laws deny port truckers the same privileges.

The bill would cover drivers who

own only one tractor and drive under agreements with maritime shippers. Sen. Dunn's reasoning is that the truckers are kept unfairly poor and cannot maintain their rigs. Therefore the citizens suffer the pollution and pay the medical bills for underpaid workers. While the National Labor Relations Act bans unionization by "independent contractors," it does not preempt California from passing labor laws to protect its environment and its workers, according to the bill.

The bill's supporters argued that since truckers provide their own tractors but in every other way use the employers' facilities, they are no more independent than mechanics who bring their own tools to work.

Schwarzenegger could have looked like a fighter for the underdog if California took the lead and tried to solve the problems of port congestion

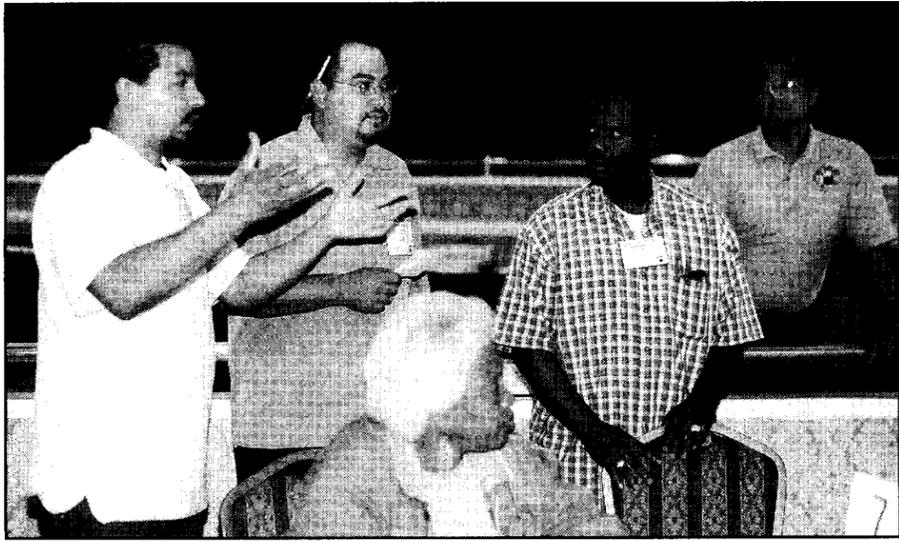
and the exploitation of port truckers. But he didn't sound like the action hero in his veto.

"The litigious firestorm this bill would assuredly ignite is counterproductive to the cooperative work that must be accomplished to capture the economic potential afforded by growth in international trade," Schwarzenegger's veto message read.

Mack, who is also Secretary-Treasurer of Teamsters Local 70 and a Teamster International Vice President, promised more action next year.

"This veto only reinforces what we already know about this guy—he's in the pocket of big business and he does their bidding to the detriment of workers, in this case, workers who are just absolutely exploited," Mack said. "We'll re-introduce the bill, we'll get it passed and, when we get a new governor, we will get it signed."

# LEAD seminar focuses on democracy and participation



Northern California members discuss strategy: Cesar Garibay and Jose Nunez (Local 6), Bonnie Houston (seated) and Byron Moore (Local 10), and Jack Wyatt, Sr., Local 17.



Participants exchange insights and experiences about challenges of working constructively with different kinds of personalities in their union and community (foreground, back to camera, Tony Flaherty [Local 7] and Rachel Lohse [Local 30]; left to right Marc Cuevas [Local 54], Karen Bonkoski [Local 5], Angel Blanco [Local 13], Jerry LeMaster [Alaska Longshore Division]).

**I**LWU members from all sections of the union gathered in Palm Springs, California, last month to participate in the latest Leadership Education and Development (LEAD) institute.

"This is the most diverse and representative group of participants

we've had come out for this type of training," said ILWU International Secretary-Treasurer Willie Adams.

The 85 participants, including 23 women, came from all industries and regions under the union's jurisdiction to spend the week of Sept. 19-23 at the Riviera Resort learning about "the Tools and Traditions of Democracy" in the ILWU—which focused on how to run efficient, productive, and democratic membership meetings. Special attention was also paid to building personal skills in achieving effective decision-making and maximum member participation in the life of the union.

"What we are about in the ILWU," said International President Jim Spinoso in his opening remarks, "is democracy—rank and file democracy from the bottom up in the ILWU and throughout organized labor. From real democracy we build real unity."

The week-long program began with an overview by Professor Elaine Bernard of the Harvard University Trade Union Program about the importance of union democracy to members—and about how essential unions are in fighting for and defending democracy for all workers.

Joel Schaffer and Rick Oglesby of the Federal Mediation and Conciliation Service led a day-long workshop on how ILWU members can work better together in committees and meetings, and why rules are necessary in a democracy. Max Vekich, member of clerks Local 52 and the International Executive Board, presided over a lively session on Robert's Rules of Order and other ILWU meeting procedures.

Skill-building sessions took place between several presentations about ILWU principles and traditions. Pensioner and former Coast Committeeman Bill Ward and Ian Ruskin of the Harry Bridges Project painted a picture of the

democratic discussion and debate that swirled around negotiation of the historic longshore agreement in 1960 known as the Modernization and Mechanization Agreement. Ah Quon McElrath, retired Local 142 social worker, evoked the threats posed to civil liberties by anti-communism in the 1950s and anti-terrorism today. On Thursday, the participants rose to their feet in response to a stirring performance by Local 23 member Zeek Green about the plight of workers and the promise of solidarity.

A research team from the University of Washington's Harry Bridges Center for Labor Studies under the leadership of Professor David Olson reported on trends in member participation in the ILWU. The team, including graduate students Jon Agnone, Julianna Rigg, and Ali Waggener Boyd, also engaged the LEAD participants in a dynamic discussion about the core values of the ILWU to help the team develop a survey among new members about how union membership affects attitudes and opinions about a variety of workplace and union issues.

The nuts and bolts of financial administration and local autonomy were laid out by a panel of warehouse Local 17 Secretary-Treasurer Jack Wyatt Sr., IBU National Secretary-Treasurer Terri Mast and ILWU Research Director Russ Bargmann. What the participants learned about democracy and meetings and finances were put to the test in a lively afternoon of mock membership meetings convened to deal with declining member participation.

ILWU Vice Presidents Bob McElrath and Wesley Furtado participated throughout the week and, along with Coast Committeeman Joe Wenzl, helped facilitate Friday's brainstorming session on new opportunities for organizing led by Organizing Director Peter Olney.

"This kind of brainstorming always helps us," said Olney. "We get new leads for organizing, which strengthens the entire union in every way imaginable."

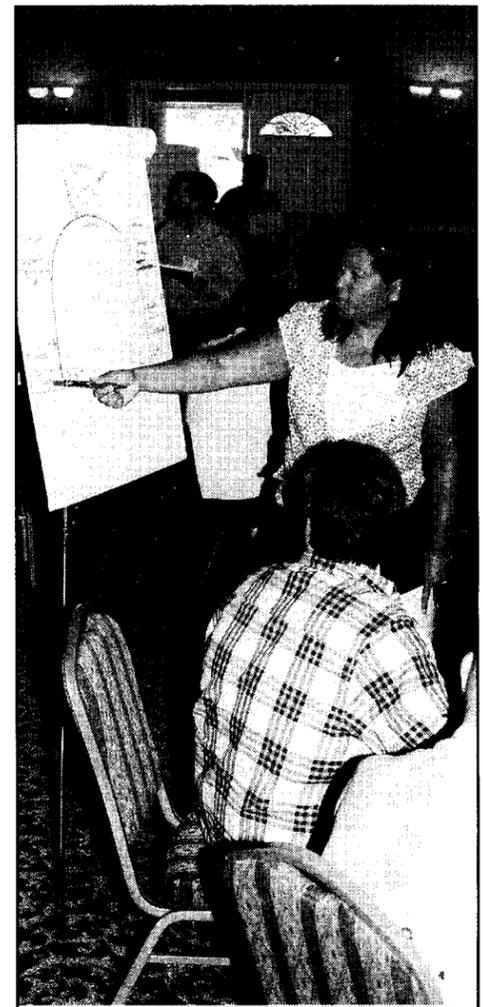
Many of the conference materials will soon be available on the member section of the ILWU website ([www.ilwu.org](http://www.ilwu.org)).

—Gene Vrana, ILWU Director of Educational Services

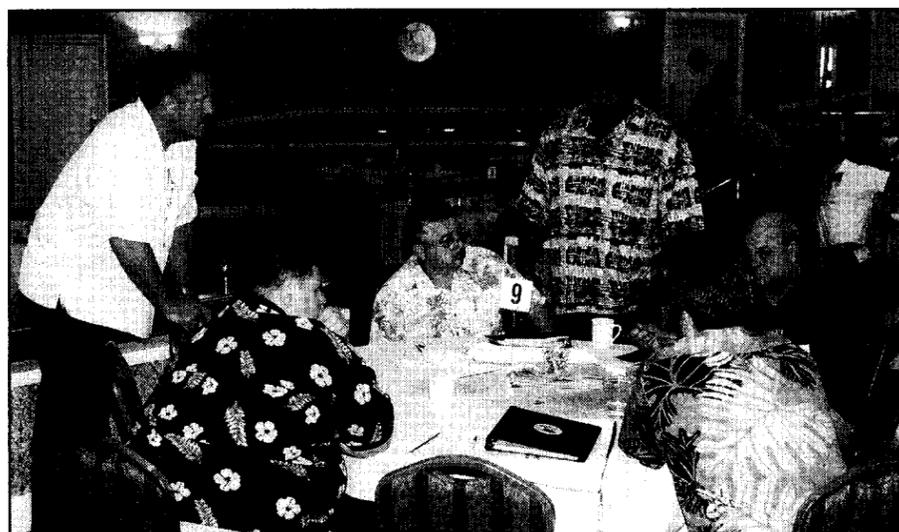
—Photos by Frank Wilder, ILWU clerical staff



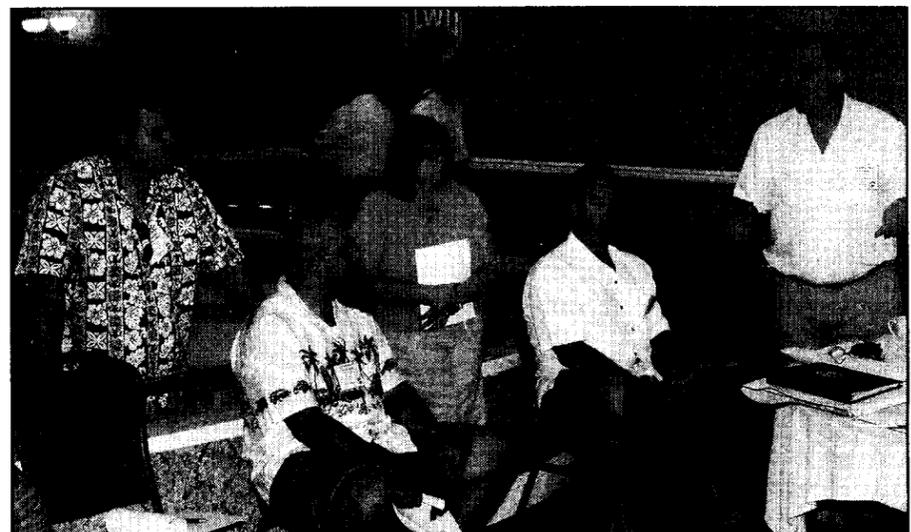
University of Washington Professor David Olson delivers main presentation about trends in member participation in the ILWU as members of his research team from the UW Harry Bridges Center for Labor Studies look on (Ali Boyd, Julianna Rigg.; not shown: Jon Agnone).



Emilei Noceti, Local 63 Marine Clerks, leads group problem-solving exercise.



International Vice Presidents Bob McElrath (standing, left) and Wesley Furtado (standing, right) discuss organizing in Hawaii with 142 members Dillon Hullinger, Stephen Castro, Abel Kahoohanohano and Patrick DeCosta (Back to camera).



Talking about organizing in the Puget Sound area: Lance Anderson (Local 23 Tacoma), Chuck Cepeda (Local 19 Seattle), IBU national Secretary-Treasurer Terri Mast, Jeff Moore (Local 98 Seattle), Coast Committeeman (Northwest) Joe Wenzl.

**BUILDING THE COAST COMMUNICATIONS TEAM  
LONGSHORE COMMUNICATIONS SEMINAR IN JANUARY**

During our Longshore Division's 2002 contract negotiations, the media became a key factor in influencing the public opinion of the community, labor, business interests and politicians. What people said about our negotiations impacted the contract bargaining process and how the politicians reacted to our contract struggle. Based on this reality, the Coast Committee, with recommendation from the Coast Public Relations Committee and approval from the Longshore Division Caucus, has committed to improving our communications program. A fundamental and critical aspect of this program is to form an ILWU Coast communications team that, under the direction of the local officers and Coast Committee, assists the ILWU in promoting its messages during the 2008 contract bargaining sessions and beyond.

On **Monday, January 23 through Friday, January 27, 2005**, the ILWU Coast Committee, in conjunction with the Coast Public Relations Committee, will conduct a Communications seminar in Palm Springs, California at the Riviera Hotel. This seminar will include as instructors labor communication professionals with expertise in areas such as **public speaking** (press conferences, community meetings, outreach), **print media** (writing flyers, newsletters, press releases), **audio/visual presentations** (video and photographic), and **e-activism** (using e-mail and the internet to network, mobilize, and disseminate information).

**APPLICATION PROCESS**

The Coast Committee is looking for registered ILWU members who are committed to promoting the message of the ILWU and who will make a three-year commitment to the ILWU Coast Communications team. Registered rank-and-file longshore members interested in becoming part of the team can pick up applications from their local officers. **Applicants must turn in one copy to their local president and send one copy separately to: The ILWU Coast Committee, 1188 Franklin Street, 4<sup>th</sup> Floor, San Francisco, CA 94109. Application deadline: November 21, 2005.**

**SELECTION PROCESS**

With the advice of local officers and the Coast Public Relations Committee, the Coast Committee will select members to participate in the seminar for eligibility on the ILWU Coast Communications team (requests for additional member participation will be considered based on space availability).

**ROOM ACCOMMODATIONS, TRAVEL, PER DIEM**

The Coast Committee will provide room accommodations, reimbursement for travel and per diem. Locals may choose to pay wages at their own discretion.



The ILWU International officers would like to thank all the members who donated their time, energy and money to our 2004 political campaign. We are proud of the stand the ILWU made in opposition to the Bush administration. Although we did not prevail then, events of the last year have proven us right and polls show that the majority of Americans now agree with our position. All those who contributed to our Political Action Fund in 2004 will be receiving a commemorative pin and window decal (pictured above) acknowledging their participation.

Now we are gearing up for the 2006 election cycle. The Republicans are vulnerable as the Iraq War drags on with continuing carnage and costs and no end in site, as Bush strategist Karl Rove appears to be facing indictments, and as Republican Senate leader Bill Frist and Republican House Majority Leader Rep. Tom DeLay are facing criminal charges. We stand a chance next year of stripping them of their hold on the Senate or House or both and block Bush's continuing anti-workers agenda.

But to do that will require another all-out effort, even more than we did in 2004. We will need all our members to contribute financially as well as be ready to volunteer in our campaign efforts as the election approaches. Please fill out the attached form and send it with a check to:

ILWU Political Action Fund  
1188 Franklin Street 4<sup>th</sup> Floor, San Francisco, CA 94109

All contributors will receive the new 2006 Political Action Fund commemorative pin. Contributions from outside the ILWU's solicitable class will be screened and returned.

**ILWU FEDERAL POLITICAL ACTION FUND**

The Officers of ILWU request that you make a voluntary contribution of at least \$50 or more to the ILWU International Political Action Fund (PAF). The purpose of this fund is to make expenditures in federal and/or local elections to protect and advance the interests of ILWU members and the entire ILWU community.

The contribution requested is voluntary and is separate from your union dues and is not a condition of membership. You may give more or less than the amount requested and there will be no reprisals if you give less than the requested amount. Your contribution is not tax deductible.

Please send a check made payable to ILWU PAF for at least \$50 or more, complete the requested information below, and mail it in this envelope. **PLEASE DO NOT SEND CASH.** Thanks!

Any donation \$500 and over makes you a President's Club Member and entitles you to receive a PAF jacket. Please circle your size S - M - L - XL - 2XL - 3XL - 4XL.

Name to be embroidered on jacket \_\_\_\_\_

**PLEASE PRINT**

ILWU Local \_\_\_\_\_ Registration/Membership # \_\_\_\_\_ Amount enclosed \$ \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Beyond my donation I would be interested in the following:

- \_\_\_\_\_ volunteer work
- \_\_\_\_\_ being on an ILWU PAF mailing list \_\_\_\_\_ being on an ILWU PAF e-mail mailing list
- \_\_\_\_\_ information on donating personally to key state and national elections that advance the interest of ILWU members

**PLEASE POST  
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Unless otherwise indicated all the following hotels have been placed on the Boycott List at the request of UNITE HERE.

**AFL-CIO NATIONAL BOYCOTTS**

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**JULY/AUGUST 2005**

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**ECHOSTAR DISH NETWORK**

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**FOOD & BEVERAGES**

**ALGOOD FOODS**

Reeses Peanut Butter  
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**HOTELS**

**ARIZONA**

Phoenix: Arizona Biltmore Resort (KSL);  
Scottsdale: The Phoenician

**CALIFORNIA**

Long Beach: Hyatt Regency;  
Los Angeles: New Otani Hotel & Garden;  
Palm Springs: La Quinta Resort & Club (KSL), PGA West;  
San Diego: Sheraton Hotel & Marina, Westin Horton Plaza;  
San Francisco: Ana Hotel (Argent); Fairmont, Four Seasons, Grand Hyatt Union Square, Holiday Inn Civic Center, Holiday Inn Express, Holiday Inn Fisherman's Wharf, Holiday Inn Union Square, Hilton, Hyatt Regency, Omni Hotel, Sheraton Palace, Westin St. Francis Hotel (Saint); Santa Clara: Westin

**CONNECTICUT**

Waterbury: Four Points by Sheraton

**FLORIDA**

Miami: Hyatt Regency, Hotel InterContinental;  
Lake Buena Vista: Best Western-Grosvenor Resort (Located at Disney World, but separately owned and operated)

**GEORGIA**

Atlanta: Indigo Atlanta, InterContinental Buckhead, Westin Peachtree; Lake Lanier: Emerald Pointe (KSL)

**HAWAII**

Kahuku: Turtle Bay Resort (Owned by Oaktree Capital Management, LLC, Managed by Benchmark Hospitality)

**ILLINOIS**

Chicago: InterContinental

**MASSACHUSETTS**

Boston: Hyatt Regency Boston Financial, Hyatt Regency Cambridge

**MINNESOTA**

Minneapolis: Grand Hotel Minneapolis (Owned and operated by the Wirth Companies)

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**NEW YORK**

Buffalo: Adam's Mark Hotel  
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**WASHINGTON**

Seattle: Sheraton Seattle Hotel & Towers  
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**WACKENHUT SECURITY**

Security guards for private office buildings, industrial locations and government facilities.  
© Service Employees International Union

# NEPTUNE JADE

continued from page 3

continue to pursue picket captain and IBU member Robert Irminger and try to force him to name others on the line. After Bay Area longshore locals shut down the Port of Oakland July 22, rallied in front of the PMA's Oakland office and marched 1,000 strong to the courthouse demanding the charges be dropped, and the Coast Committee threatening coast-wise action if PMA carried out the prosecution of Irminger, the employers gave in.

The Labor Video Project produced the video. Following the video showing, Steve Zeltzer of the LVP, chaired the event with Irminger and Heyman speaking, followed by discussion.

Irminger chronicled how the *Neptune Jade* sailed into the port of Oakland Sept. 28, 1997 from Thamesport, England, a port operated by Mersey Docks and Harbor Company which had sacked the 500 Liverpool dockers. It was the second anniversary of the strike. Labor and community activists set up a picket line in solidarity with the Liverpool dockers. At this 10th anniversary commemoration Liverpool, steward Terry Teague presented Irminger with a plaque for his dedication to the struggle.

For three-and-a-half days longshore workers refused to cross the picket line, despite a court injunction ordering them to do so. Finally, the *Neptune Jade*, desperate to unload its cargo in a U. S. West Coast port but finding no safe haven, departed for Vancouver, Canada, another ILWU port. Labor activists across the border also set up a picket, forcing the *Neptune Jade* to sail for Japan. There Japanese dockworkers, well aware of the hot cargo on board, didn't touch the ship. Finally the ship sailed to Taiwan where the cargo was discharged and the *Neptune Jade*, now internationally notorious, was renamed.

Such power of coordinated action by workers in three different countries sent shivers down the spine of maritime companies around the globe.

The website of the *Neptune Jade* Defense Committee was swamped by visits from global corporations fearful of the specter of labor solidarity.

At the Longshore Caucus held after the ILWU Convention in Portland in 2000, attorney Rob Remar, who was instrumental in helping to pilot the *Neptune Jade* campaign through legal channels, explained that we live in a country with repressive anti-labor legislation like the Taft-Hartley Act which makes solidarity actions, or as employers say, "secondary boycotts," difficult for unions to organize.

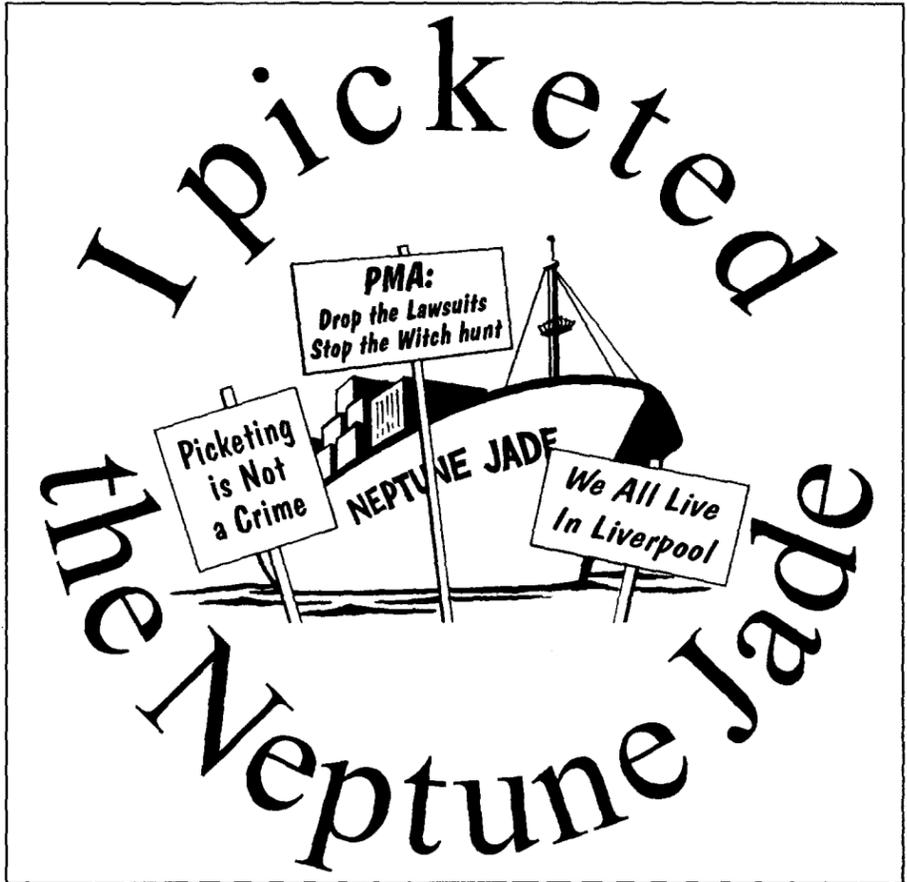
"The significance of the *Neptune Jade* action lay in the fact that the ILWU was able to implement its policy of support for their Liverpool brothers while defending itself against legal attacks," he said.

At the Liverpool gathering Irminger pointed out how the *Neptune Jade* action influenced later events.

"It was the *Neptune Jade* action which strengthened the links between Bay Area organized labor and community groups, preceding and laying the basis for a global justice movement here," he said.

In 1999, he pointed out, ILWU and other trade unionists marched with young protesters demonstrating against the WTO in Seattle. And again, in 2001, global justice activists successfully picketed an Italian ship in the Port of Oakland to protest the killing of a young anti-capitalist globalization protester in Genoa.

Jack Heyman, who had been sent to Liverpool by then-ILWU President Brian McWilliams early in their struggle in 1996, drew a direct connection from Liverpool to the *Neptune Jade* to the ILWU's contentious 2002 contract negotiations and the anti-Iraq War protests. When PMA and the Bush administration threatened the ILWU during the 2002 contract negotiations, he said, these activists and dockworkers internationally were readily mobilized to support the ILWU, from marches and rallies in San Francisco



As PMA went on a witch hunt, searching for pickets to sue, supporters of the Liverpool dockers around the world wore buttons and stickers with this graphic and slogan in solidarity.

to parrying with right-wing politicians in the Australian press.

Heyman said when anti-war activists demonstrated in the Port of Oakland at the start of the Iraq War, longshore workers refused to cross their picket lines as they had done six years earlier in the *Neptune Jade* picket line. One difference, he noted, was that Oakland mayor Jerry Brown himself participated in the *Neptune Jade* picket, but he now supports the bloody police repression of the anti-war demonstration.

The veil of 9/11 "national security," had been used by the government to cover the peaceful protesters as "terrorists." Scores were shot with so-called less-than-lethal weapons, including nine longshore workers and then-Business Agent Heyman was arrested while trying to protect his members against the police assault.

Although the port was not shut down, the case against the police, ILWU Local 10 v City of Oakland, is scheduled for court in January.

—Dispatcher staff reports

"Solidarity Has No Borders: the Journey of the *Neptune Jade*" is available for \$20 ( plus \$5 handling fee) from its producer:

Labor Video Project  
P.O. Box 720027  
San Francisco, CA 94172  
Voice: 415-282-1908 / Fax: 415-695-1369  
Email: lvpsf@labornet.org

Fifty percent of the proceeds will go to the legal defense campaign to expose the brutal police attack on peaceful anti-war protesters and longshore workers in the Port of Oakland in April 2003. The campaign is being organized by the Transport Workers Solidarity Committee.



The *Neptune Jade* not being worked at the Port of Oakland.



Dawn Des Brisay

ILWU Columbia River District Council President Jeff Smith (center) received the Pat Quigley Award for outstanding contributions to labor's political program at the Oregon AFL-CIO Convention in Portland Oct. 18.

Pat Quigley was a longtime member and president of Asbestos Workers Local 36 and a political activist. He died several years ago from liver cancer at the age of 52. The Oregon AFL-CIO established an award in his memory to be given to a union member active in politics. The award was presented by Tim Nesbitt, President of the Oregon AFL-CIO (left) and Brad Witt, Secretary-Treasurer of the Oregon AFL-CIO (right).

In making the presentation Nesbitt said Smith deserved the award for his never-say-die enthusiasm and tireless commitment to Oregon's union movement, for feeding hundreds of Labor 2004 volunteers, for fueling the federation's best-ever political mobilization in 2004 and for always being there for his brothers and sisters on the front.

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# The DISPATCHER

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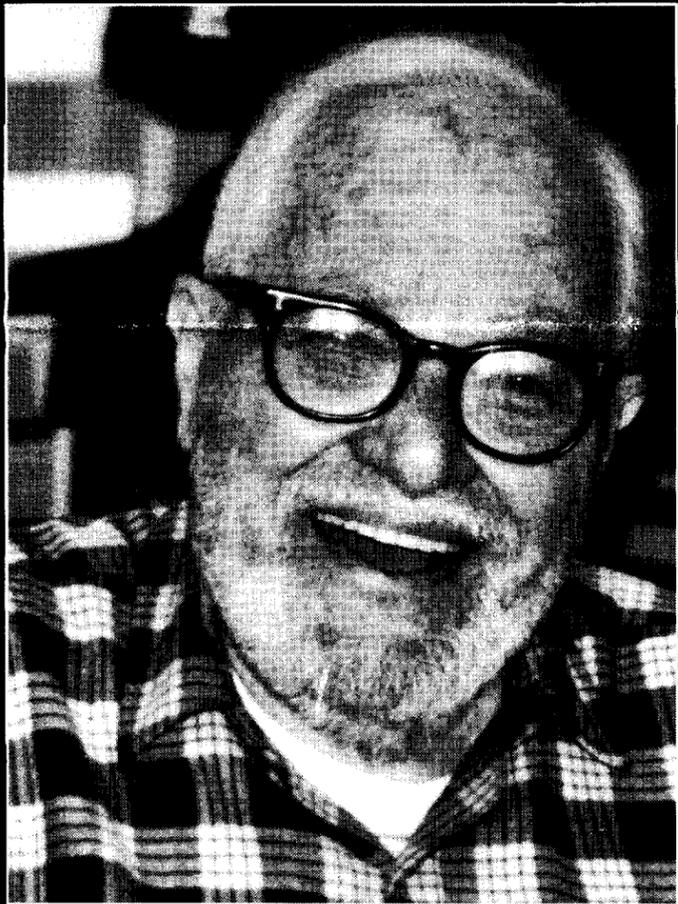
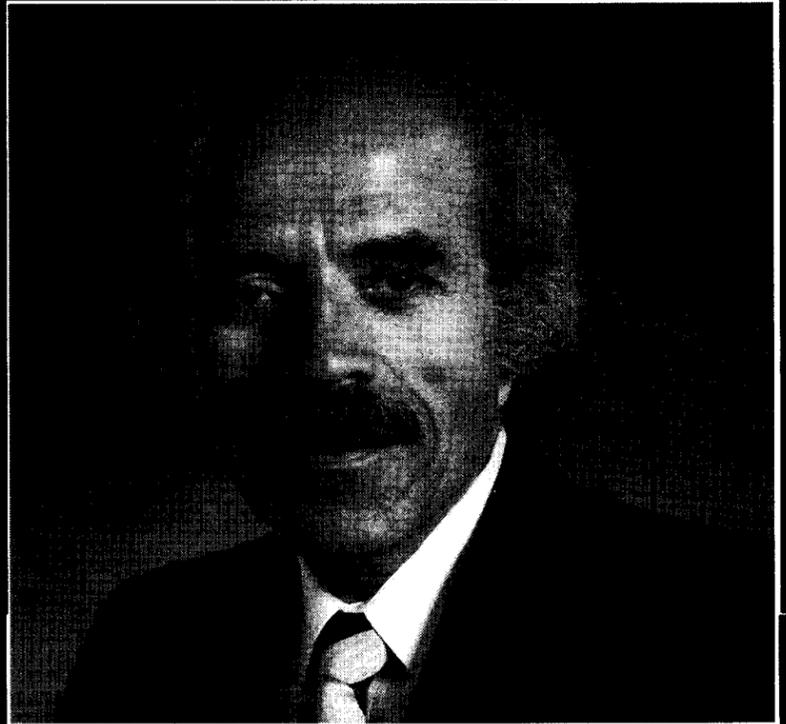
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November 2005

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## Inside Line

### KICKIN' IT

I grew up in a rough part of town. You had to look out for yourself. Early on my big brother taught me the rules of the neighborhood.

"Never hit a guy when he's down," he said. "Kick him—it saves bending."

California Governor Arnold Schwarzenegger has been beaten and bloodied in November's election. All four of his anti-worker ballot propositions went down for the count. In fact, every measure on the ballot in his "special" election was defeated (see story page 5), emphasizing what a useless waste of money it was.

Still, Schwarzenegger had his reasons—he was going for the union movement's jugular. There was no mercy or restraint in his program. But a funny thing happened on the way to the ballot box. The workers rose up, roped that dope and emerged more powerful than ever. If Hollywood were to make this movie, it could only be called "Pumping Irony."

The labor movement has flexed its muscle and pinned the Austrian body builder. Although he's been taken down, he still needs to be taken out—like the garbage.

Schwarzenegger is reeling and George W. Bush would be too if he wasn't too dizzy-brained to know the difference. What with the Iraq War disaster, the Katrina disaster, the CIA spy leak scandal, the House majority leader Tom DeLay scandal, and indictments happening all over Washington, D.C., Republicans are running scared in all directions, scattering like cockroaches when the kitchen light is turned on.

It all comes directly out of what is known in Greek tragedy as "hubris," the pride before the fall, the belief that you are so on top of your game that you're invulnerable. You can do any outrageous thing without consequences because, dude, you rule!

You can terminate organized workers. You can bomb countries into submission. You can redraw the political map of a state or an entire region on the other side of the world. Or not.

Already Schwarzenegger has moved on to Plan B, moved to reinvent himself. Now he's changed from confrontation to cooperation. Now he wants to work with Democrats in the legislature and with unions. He's proposing a massive bond measure to fund long-needed transportation infrastructure and "goods movement" projects, an issue dear to the ILWU.

While the union will do its best to take advantage of the new emphasis on infrastructure, it won't likely be seduced by the new, nice-guy Arnold. He's just pulling the old "bait und switch." But we've seen his true colors and we know we'll see them again if he gets elected for another four years. We must never forgive or forget.

While Napoleon Bonaparte's advice to never interrupt your enemy while he's making mistakes has its kernels of truth, so does the 1960s slogan "If you don't hit it, it won't fall." We can't just watch and hope the Republicans self-destruct. Sometimes a good push is in order. That's why right now I tend toward my brother's strategy—we gotta kick 'em while they're down.

—Steve Stallone  
Editor

# PRESIDENT'S REPORT

## California victory lights the way

By James Spinosa  
ILWU International President

The California special election proved not only to be Governor Arnold Schwarzenegger's undoing, it proved the union movement can still stop the fanatic attacks of right-wing Republicans. And it proved the formula to do it.

The Republicans tried to turn this election into a national referendum against unions, understanding that as goes California, so goes the nation. Schwarzenegger traveled throughout the country gathering millions of dollars at Republican fundraisers to pass the ballot initiatives aimed at politically disarming the unions. Many of these donors had no particular interests in the state other than limiting the influence of organized workers.

But these nasty attacks awakened and reenergized the labor movement, and the unions used their enemies' energy against them. And in doing so we not only slapped Schwarzenegger down and reconfigured the political forces in the state, we have put the Republicans on notice that they are in trouble as we prepare for the 2006 national mid-term elections.

We did a number of things right in this election and we need to review them and understand them so we can repeat them and the success they brought us.

First and foremost, the labor movement remained united in California through to the November election despite the splits and rancor between the AFL-CIO and Change to Win leaders that made headlines last summer. The California Labor Federation, the central labor councils and the locals working on the ground refused to recognize the divisions among their national leaders. They treated Schwarzenegger's initiatives as an assault on all workers and responded as one.

The unions also used a campaign strategy that tied our cause directly to the larger social good. For instance, the teachers made it clear that they were opposing Schwarzenegger's cuts in public school funding. That hit home for every parent in the state who understood how that affected their children and their future. The nurses made it clear that their fight with Schwarzenegger over smaller nurse-to-patient ratios wasn't just about making their work load lighter, but about better care. Every one who has been in a hospital or has tended a family member in a hospital knows what a difference that makes.

Unions are the most progressive organized political voice in society today speaking for all working people and they showed it in the election campaign. So when the teachers, nurses and firefighters appealed to voters to turn back Schwarzenegger's initiatives, it worked.

Only the arrogance of the super-wealthy would think they could take on teachers, nurses and firefighters. These people are the real day-to-day action heroes in working people's communities. To target them, as Schwarzenegger did, as if they are

the enemies of our society is an affront to the daily experience of regular folks. This is the kind of public relations campaign that could only be developed by highly paid consultants who live in exclusive, gated communities.

The unions approached this campaign with a bolder attitude than they usually do and that made a big difference. Partly it was out of desperation because Schwarzenegger's attacks were so bold. With Prop 75 he was trying to all but eliminate unions as a political force in the state, making it much easier for him and California Republicans to move their pro-corporate, anti-worker agenda. Prop 75 was 20 points ahead just four months before the election.

In response the unions moved with unapologetic aggression in defense of working people and labor rights. They slammed Schwarzenegger for months with TV ads. And the nurses dogged him at every campaign event and fundraiser he held in the state and across the nation. They got all kinds of free media coverage with more than 100 such demonstrations, contrasting the hard-working angels of mercy with the fat cat corporate crowd spending \$10,000 each to have dinner with

Arnold.

Finally, we just basically out-campaigned them. We raised millions of dollars to keep the TV ads pounding. But more importantly we wore out the shoe leather. Union volunteers went door-to-door talking to working people about the issues. And we organized an effective GOTV (get out the vote) effort.

In our strongholds of Los Angeles and the Bay Area, ILWU rank and filers joined other unionists on Election Day to mobilize vot-

ers. It's one thing to have the polls in your favor and another to make sure the ballots are cast. And that turn out is often the difference between victory and defeat, especially in an off-year election like this one.

This is what we need to carry into the 2006 election. We need our members to continue to step up. Now is the time to sign up for political action alerts on the ILWU web site ([www.ilwu.org](http://www.ilwu.org)) and click on "sign up for updates". Now is the time to contribute again to our Political Action Fund (see ad page 10). And now is the time to contact your District Council and volunteer for the upcoming campaign.

Schwarzenegger is up for election next November and we have to finish the job and send him back to making movies. We will also have the opportunity to take back from the Republicans one or both houses of Congress next year. This will not only allow us to block some of the worse of Bush's ongoing attacks on working people, it will also affect our 2008 longshore contract bargaining. It could determine the political atmosphere we negotiate in and could restrict the threats we operate under.

It would be hard to overestimate what's at stake here in the 2006 election. We can have only one response: All hands on deck!



*Unions are the most progressive political voice speaking for all working people in society today and we showed it in the campaign.*

## The DISPATCHER

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# Blue Diamond workers get strong shot of hope

by Marcy Rein

SACRAMENTO, CA—The speaker phone muffled Sharon James' crisp British accent, so the Blue Diamond organizing committee members gathered around the phone after work were straining to catch every word. James works in the London headquarters of the International Transport Workers' Federation as assistant secretary of the dockers' section. She had gotten on the phone at midnight London time Nov. 21 to report to them on the solidarity actions taken around the world that day to back up their fight.

Two days earlier, many of those same workers had been driving all over the county trying to find co-workers at home and talk union with them away from the prying eyes of managers and managers' spies. The committee has been working hard with ILWU warehouse Local 17 for more than a year now. They want the Sacramento almond-processing plant to agree to a fair process that would respect their right to unionize.

They got raises ranging from 50 cents to \$3 per hour, though these aren't secured by a contract. They saw four of their co-workers fired and watched many people reel from Blue Diamond's anti-union jabs. But the International Day of Action, on top of a complaint from the National Labor Relations Board and a National Day of Action the month before, gave them a strong shot of hope.

"People cannot believe this is going this far," organizing committee member Gene Esparza said. "But the longer it goes, the more people understand."

Blue Diamond runs the world's largest almond processing plant, employing just over 600 sorter/packers, operators and other production and maintenance workers. The almond industry is thriving, with prices and demand climbing steadily. The workers are not thriving.

For 15 years their wages stayed almost flat while their health care co-pays spiked. Seasonal workers with as much as 38 years' seniority didn't qualify for paid time off, because they didn't log enough hours in a year. People went to work hurting with carpal tunnel and other injuries.

"They have no respect for us," organizing committee member Alma Orozco said. "They treat us like we're stupid. And \$11 after 30 years? Come on!"

When the workers tried to organize, Blue Diamond brought on what a company spokeswoman called "an aggressive union-avoidance campaign." It hit the workers with more than 30 anti-union flyers and forced them to attend individual and small-group meetings where they were interrogated about their support for the union and fed anti-union propaganda. It threatened that people would lose their pensions and see the plant close if they joined the union. It fired four union supporters for the flimsiest of reasons. Ivo Camilo was the first.

Camilo had a spotless record after 35 years in the plant—and joined the committee members who outed themselves in an April 15 letter demanding that Blue Diamond respect their right to organize. On April 20, two supervisors walked him out of the plant. They claimed he "willfully contaminated" almonds with blood from a one-eighth-inch cut on his hand. On April 21, he got fired.

"I felt angry and betrayed," Camilo said.

U.S. labor law bars such firings, threats and harassment. The union filed charges with the National Labor Relations Board in late June. After a three-month investigation, the Board found strong evidence that Blue Diamond broke the law. It issued a complaint against the company citing 28 separate violations by 14

managers and supervisors. An NLRB administrative law judge will begin hearing the case Dec. 5. Organizing committee members hope findings in their favor will cut through the fear fanned by the company's campaign.

"If any of this goes through, it will really open people's eyes, especially if any of our guys get their jobs back," committee member Irma Linda Rincon said.

But the union is not relying on the law alone. It is spreading the word of the workers' fight to all parties who have relationships with Blue Diamond, with one simple request: Ask the company to remain neutral and let the workers decide for themselves whether or not they want a union.

On Oct. 31, the word bounced around the country in the "Halloween Howl for Justice for Blue Diamond Workers."

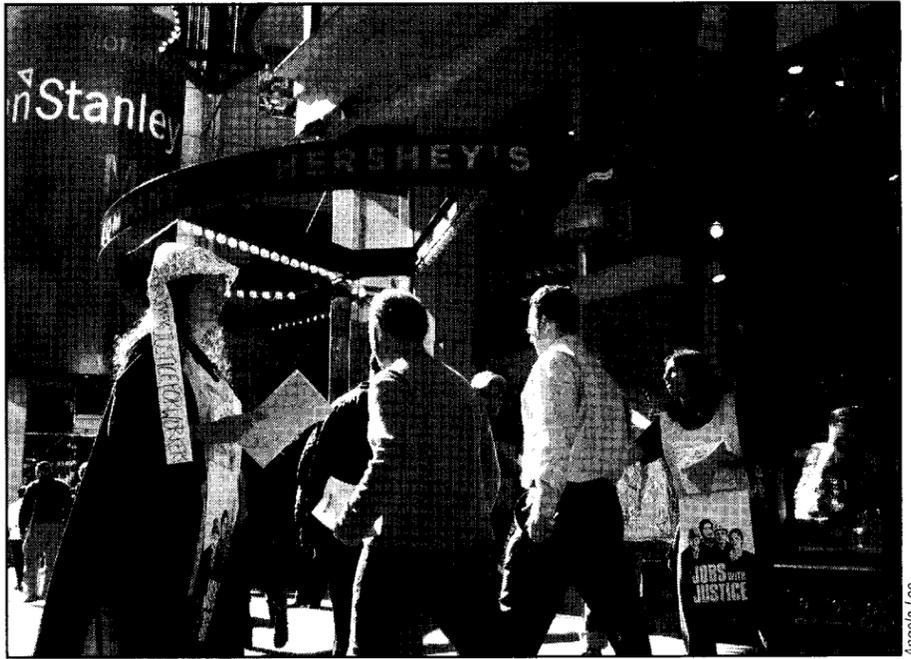
The howl started on the East Coast, with members of New York Jobs with Justice leafleting outside a Hershey's Chocolate shop near Times Square, along with rank-and-file members of the International Longshoremen's Association. The leaflets asked Hershey, as a major user of Blue Diamond almonds, to ask the company to back off its anti-union campaign.

It spread to Chicago, where members of the Workers' Rights Board from Chicago Jobs with Justice visited World's Finest Chocolate, another big Blue Diamond customer. They presented their concerns to the assistant for the vice president of sales and marketing. When she insisted they call for an appointment, they promptly whipped out their cell phones. Through the glass partitions in the plush offices, they could see her talking to them on the phone, then conferring with the VP.

"World's Finest is not the target," Chicago JwJ Director James Thindwa patiently reassured her. "We simply want it to use its moral influence." Allies in Minneapolis, coordinated by the Citizens Trade Campaign, sent a letter to Blue Diamond customer General Mills over the signatures of 18 community leaders, including a state senator and four clergymen of different stripes.

The howl echoed in Denver, where Jobs with Justice members paid a call on CoBank, a leading lender to agricultural co-operatives. It jumped to the Los Angeles area, where representatives from the ILWU and the Pilipino Workers' Center leafleted at the Nestlé building in Glendale, visited the public relations department and got themselves escorted out by security.

It zipped up the West Coast to Oakland, where brothers and sis-



During the Halloween Howl for Justice, members of New York Jobs with Justice, along with rank-and-file members of the ILA, leafleted in front of the Hershey's Chocolate shop in Times Square. Some of the leafleters got into the spirit of the day by dressing as Hershey's kisses.

ters from ILWU Locals 6, 10 and 94 (including several members of the Local 10 drill team) stopped in at the offices of Dreyer's Grand Ice Cream. It broke out right in front of the Blue Diamond plant in Sacramento, where organizing committee members and the ILWU held a press conference to talk about the NLRB complaint and the day of action. And American Rights at Work launched it into cyberspace. The 9,300 responses to ARAW's e-mail alert swamped Blue Diamond's mailboxes.

"That part especially tickled us," committee member Ann Hurlbut said. "We're just pleased the word is getting out, because the more spotlight we can get on Blue Diamond, the more successful we will be," she said.

With November's International Day of Action, the word shot round the world.

California almond growers send some 70 percent of their product overseas. Spain, Japan, India, France, Korea and the United Kingdom rank among Blue Diamond's top 15 international customers—and allies in all these countries took the workers' case to major importers and distributors on the Day of Action.

"Business and capital don't recognize national boundaries and neither should we," the ITF's Sharon James said as she began her report to the workers. "Trade union cooperation should not stop at national borders." The ITF includes more than 600 unions in 142 countries, the ILWU among them.

"We hope today's action will begin a dialogue with the company and help workers in Sacramento in their right

to organize," James said. She and ITF Dockers Section Secretary Frank Leys played a key role in coordinating the day's events and took charge on the U.K. front. They met with a Blue Diamond distributor in London, who promised to get their message back to the company.

All five ITF-affiliated unions in South Korea pooled their efforts to send an 11-member delegation to meet with three major Blue Diamond importers there. Because the ITF sent a letter first, management at one company had already talked to Blue Diamond.

"The general attitude towards our delegates was kind and friendly," ITF Korea Coordinator Hye Kyung Kim said.

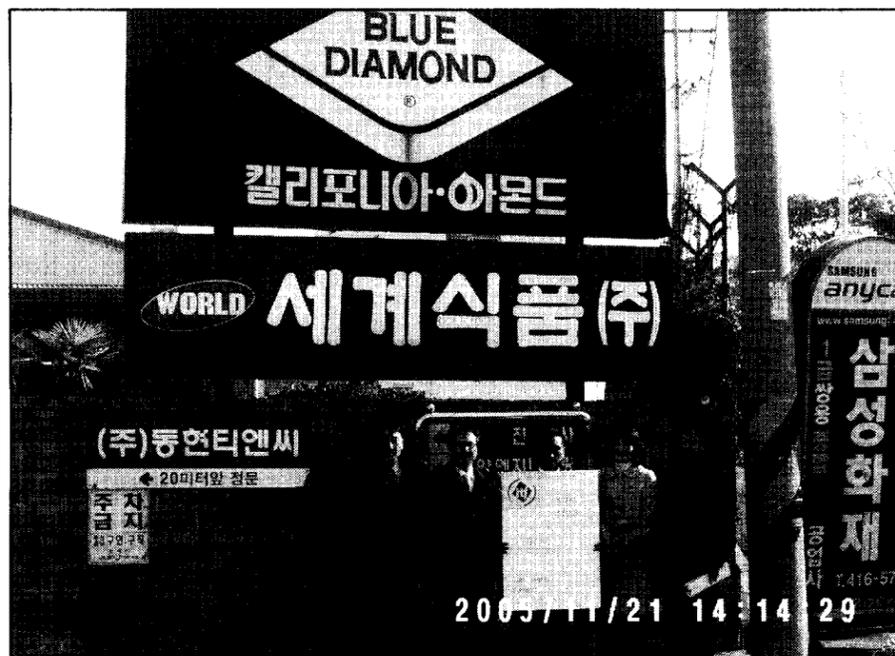
S.R. Kulkarni, president of the All-India Dock Workers' Federation and head of the Asia-Pacific Dockers' Section of the ITF, led a delegation of 30 activists to meet with a Blue Diamond distributor in Mumbai. At first the distributor refused to talk with them. The delegates stood their ground and chanted loudly until he gave in. He heard them out, then signed a memo to Blue Diamond as requested. A 16-member delegation led by All India Railway Men's Federation General Secretary J. P. Chaubey visited another Blue Diamond importer in Delhi.

The ITF coordinator in Japan couldn't get a meeting with anyone in Blue Diamond's office there, so he sent a protest letter. The ITF's point person in Rotterdam has been contacting distributors, trying to get them to sign on to a joint statement to Blue Diamond.

The International Union of Food Workers, which brings together some 336 unions, also stepped in to help. IUF affiliates in France and Spain sent strongly worded letters to the management of Nestlé, another major Blue Diamond consumer. The letter from the French *Fédération Générale Agroalimentaire* called Blue Diamond's threats of plant closure and pension loss "acts from another century."

When James finished her report, the workers introduced themselves, giving their names and years of seniority. Among them, the nine present had given a total of 152 years to Blue Diamond. Gene Esparza thanked James heartily on behalf of the workers, and then committee member Larry Newsome added a little something extra.

"My brothers and sisters at Blue Diamond are demanding a change and we will show them they cannot crush our faith or keep us from bonding," Newsome said. "Blue Diamond has met some people that will take a stand and not back down."



On the International Day of Action, delegates from all the ITF affiliates in South Korea visited the Busan offices of the World Food Company, a major distributor of Blue Diamond products.

# WASHINGTON REPORT

## Why labor should oppose Alito for Supreme Court Justice

By Lindsay McLaughlin  
ILWU Legislative Director

The organized right wing has forced President George W. Bush to bow down before them. They successfully trashed Supreme Court Justice nominee Harriet Miers, a Bush crony and legal counsel, claiming she was not conservative enough. Then they pushed Bush to nominate Federal Appeals Court Judge Samuel Alito as Justice Sandra Day O'Connor replacement. While the media has focused on Judge Alito's rulings on several hot-button issues such as abortion rights and gun laws, there are so many other matters that affect the quality of life of working people. Alito has a long record on issues of concern to working people that strongly suggest he sides with big business over ordinary people.

Alito spent 15 years on the Third Circuit Court of Appeals. There he ruled on many labor law cases and dissented from the majority opinion from a more conservative perspective. Throughout Alito's tenure on the court, the vast majority of judges, currently two-thirds, have been Republican appointees. By dissenting from their already conservative opinions, Alito demonstrated just how far he is out of the mainstream.

In cases covering minimum wage, discrimination, retirement, public employee rights and interpretations of union labor law Alito displayed a pattern of alternatively narrowing or actively interpreting statutory language, but the outcome is almost always the same: he does whatever is best for the business interests at the expense of the employees.

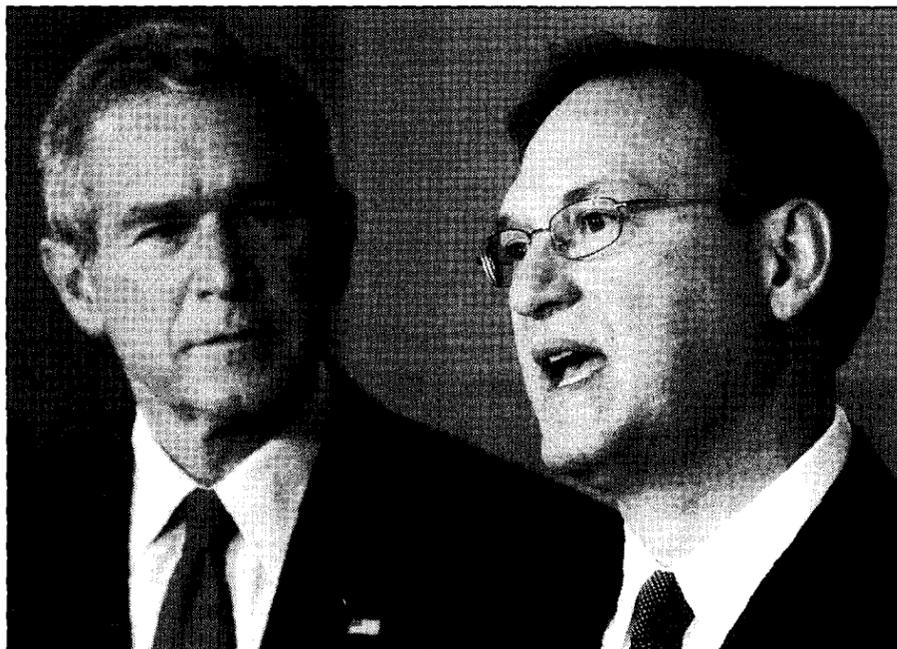
### LABOR UNION CASES

In *Caterpillar v. UAW Local 786*, the Third Circuit Court upheld a system that the company and the union negotiated for union stewards to process grievances over violations of the contract without losing pay or benefits. This is a common practice in union shops and one that had been used at this particular plant for more than 18 years. In the wake of a strike, the company suddenly challenged the legality of the system and sought to have it overturned by the courts. The Third Circuit rejected the company's argument. But in dissent, Alito sought to overturn the practice to benefit the company and disable union grievance procedures.

In this case, Alito dissented largely on a very narrow interpretation of the wording of the Labor Management Relations Act by interpreting compensation for work as "wage income" and "by reason of" work as fringe benefits, effectively excluding whatever else the union and the employer negotiated in good faith in their collective bargaining contract. Had Alito's position been in the majority, unions would be unable to bargain for company-paid positions, such as grievance chairmen. It also would have severely limited unions' power in collective bargaining. Contracts would only be allowed to cover wages and benefits and work time, not union hall activity, dispatching or other collectively decided upon arrangements.

In *Luden's Inc. v. Bakery, Confectionery and Tobacco Workers Local 6*, the majority held that the employer's duty to arbitrate a disagreement over work conditions survived the contract termination through an implied contract agreement between the parties. But Alito ruled against the union.

In *Federal Labor Relations*



President Bush watches judge Samuel Alito, right, speak after he announced Alito as his new nominee for the Supreme Court, Monday, Oct. 31, 2005.

*Authority v. U.S. Department of Navy*, the court found that the Navy was violating federal labor law for public employees in refusing to give a union the names and address of employees it was seeking to organize. Alito dissented, voting to disable the organizing drive by denying the union access to the employee names.

### SAFETY PROTECTIONS FOR WORKERS

In *RNS Services v. Secretary of Labor*, the court found that a mining services company was violating safety laws under the Federal Mine Safety and Health Act. The court rejected the company claim that it was not covered by mining safety laws, seeking to narrow application of the law to mines, not coal processing plants associated with such mines. Alito dissented and voted to exempt the facility from those mining safety regulations.

Alito dissented based on several factors, including his misreading of the majority opinion. He asserted that "the majority holds that any person who performs any listed activity under any circumstances is subject to the Mine Safety and Health Act, not what the majority ruled. They had a much narrower scope than Alito implies."

Alito, who in other cases is excessively verbose when it comes to narrowing the meaning of language stated, "While this interpretation may not be the most literal reading of the statutory language, it seems to me to represent the best we can do with the unfortunately worded provision that confronts us." Here, Alito throws out the literal interpretation of the statute because it is not in the best interest of big business.

### MINIMUM WAGE PROTECTIONS

In *Reich v. Gateway Press*, the court majority found that a newspaper chain had violated federal minimum wage and overtime laws, but Alito sought to interpret the law in the way that would have excluded the newspaper workers from protections under the law.

### EMPLOYMENT DISCRIMINATION

In a race discrimination case, *Bray v. Marriot Hotels*, Marriot sought to deny the plaintiff, an African-American woman who alleged racial discrimination, the right to even present her case to a jury. The Third Circuit argued that, given facts in the case, it was up to a jury, not judges, to decide if discrimination had occurred. In dissent, Alito argued for a panel of

judges to decide.

In *Glass v. Philadelphia Electric Company*, a race and age discrimination case, Alito would have upheld a lower court's refusal to allow the plaintiff to cross-examine his employers about the hostile environment he experienced. The majority of the court found that evidence was "relevant to a key aspect of the case," and decided the exclusion illegally undermined the plaintiff's right to a fair trial.

### PUBLIC EMPLOYEE RIGHTS

In an assault on the civil rights of government employees, Alito voted in the minority in *Homer v. Gilbert*, arguing that governments do not violate the due process rights of employees when they are suspended without a hearing and without pay. Alito rejected the majority's view that some minimal hearing was required beyond the initial accusation—in this case a drug charge never proven in court—to justify loss of a job. Alito declared that a mere accusation justified loss of pay and employment.

### RETIREMENT AND PENSION CASES

In a case of great importance to retiring workers, *DiGiacomo v. Teamsters Pension Trust Fund*, the Third Circuit found that a Teamster driver, who had worked in a union position from 1960 to 1971 and then from 1978 onwards, had to be credited for the time working before 1971 for calculating his pension. This was based on an interpretation of the federal Employee Retirement Income Security Act (ERISA) which prohibits forfeiture of benefits due to a break in service.

Alito, in a lone dissent, argued for destroying the worker's retirement and for denying the worker credit for early years of work. In his dissent, Alito argued that promises made to a worker may not apply if that worker was not continuously employed. Alito used ERISA as an excuse to wipe away years of service, the opposite of the intent of the act. For workers approaching retirement who had pre-ERISA employment, Alito's reasoning would be very detrimental.

### FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act guarantees most workers up to 12 weeks of unpaid leave to care for a loved one. In 2003 the Supreme Court upheld this law reversing a 2000 Court ruling by Alito, who found that Congress exceeded its authority in passing the law to allow workers to care for a sick family member or a newborn baby. Lawmakers who penned

the bill wanted to rectify what they considered "inadequate job security" for working mothers, who often bear the brunt of child-rearing responsibilities. In the 2000 opinion, *Chittister v. Department of Community and Economic Development*, Alito upheld a lower court ruling backing the state of Pennsylvania, taking Congress to task for enacting the Family and Medical Leave Act.

*Business Week* ran a story in its Nov. 1, 2005 issue entitled "Why Big Business Likes Alito." The article states that Bush's new Supreme Court nominee has been a staunch proponent of limits on legal liability, employee rights and federal regulation. Of the dozen or so names on Bush's rumored short list of high court candidates, Alito ranked near the top for the boardroom set.

*Bloomberg*, a business news service, said in a Nov. 3, 2005 story that Alito was seen as an "ally by businesses." The article further states that "Alito's 15-year record on the Philadelphia-based Third Circuit Court of Appeals indicates he would be equally friendly toward companies, perhaps even more so. Although lawyers are still poring over the hundreds of cases Alito has considered in his judicial career, business advocates say so far they are pleased with his approach on questions of securities law, arbitration, discrimination and worker benefits."

Labor, not surprisingly, is less than pleased.

"It is ironic that on the day we remember civil rights hero Rosa Parks in Washington, President Bush rejected an opportunity to unite our country with a nominee to the Supreme Court who could help bridge the difficult divides of race and class and politics in America today," John Sweeney, President of the AFL-CIO, said. "Instead, he catered to the demands of the far wing of the party—a decision guaranteed to spark a fight over the protection of fundamental rights and freedom."

ILWU International President James Spinosa said of Alito, "This nominee's record indicates that he is hostile to the empowerment of working people in this country. The ILWU should oppose his nomination and ask our Senators to strongly reject him."

We should do just that. We do not need to take a chance on a Supreme Court Justice who will overturn the Family and Medical Leave Act, roll back protections for minimum wage workers, roll back retirement security, limit the ability of discriminated workers to seek redress in the courts, and weaken the ability of unions to organize and represent working people.

Your Senators must hear from you. They can be reached at the following address:

The Honorable \_\_\_\_\_  
United States Senate  
Washington, D.C. 20510

Please send a copy of your letters to the Washington, D.C. ILWU office so that we can ensure that your letters are read by your Senators. We are at the following address:

ILWU  
1025 Connecticut Avenue, N.W.  
Suite 507  
Washington, D.C. 20036

Kyle Weimann helped with research on this story.

# California worker action defeats corporate agenda

by Tom Price

ILWU members lit up the switchboards, pounded the sidewalks and pressed the flesh in a big effort to get out the vote—and it worked. The defeat of Governor Schwarzenegger's pro-business agenda in the Nov. 8 special election owes much to ordinary workers standing up to a corporate bully.

Schwarzenegger and his business friends backed four ballot measures designed to bypass the elected legislature and turn California into a corporate free-fire zone. Instead, the measures went down in flames and the governor, whose approval rating is in the mid-30th percentile, took off to China to look for free trade.

Organizing by the Northern and Southern California District Councils (NCDC and SCDC) was key to ILWU's participation. But huge corporate contributions to the governor's ballot measures made it an uphill battle. The ILWU's International Executive Board recommended "no" votes on Propositions 74, 75, 76, 77 and 78. The District Councils, composed of retirees and members elected from the locals, mobilized volunteers to let people know the governor does not have their interests at heart.

"Our focus over the last four months was on building a game plan to help defeat Schwarzenegger," SCDC President and longshore Local 13 member Joe Radisich said. "Six weeks out [from the election] the Los Angeles County Labor Federation had a big meeting with political directors and heads of unions and laid out a strategy to defeat Schwarzenegger."

At that time "yes" on Prop. 75 was leading by a wide margin, Radisich said. SCDC started an education program, going to the locals with power point presentations to educate members and keep them from being fooled by TV commercials that tried to make Prop.

## Big ILWU victory in Washington elections

by Tom Price

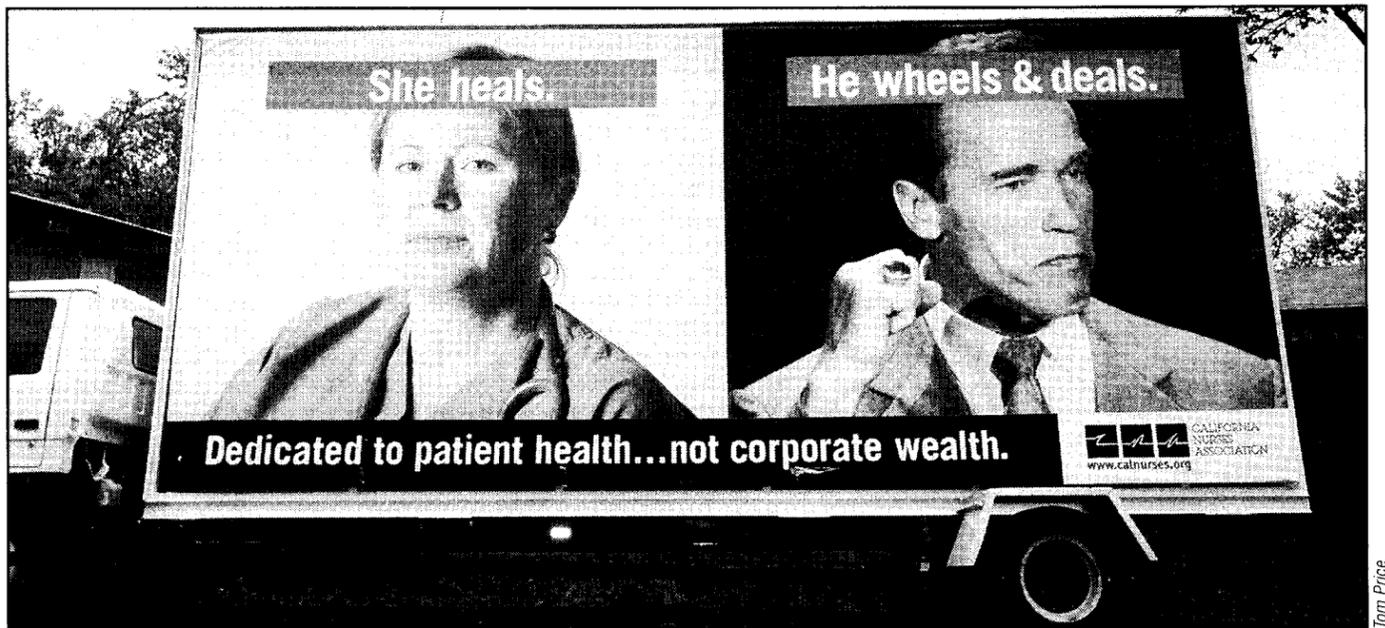
ILWU ports up and down the Coast face privatization, gentrification and other problems that threaten maritime jobs. In answer, ILWU members are running for port commission seats and supporting candidates who support working families.

ILWU locals and Puget Sound District Council (PSDC) backed several candidates for port commission in November's election. With their help, two ILWU members, George Schoenfeldt and Dick Marzano, from longshore Locals 27 and 23, respectively, won election to the port commissions for Port Angeles and Tacoma. Labor's coattails proved long, as worker-voters also held off a rightwing attack on much-needed transport funding.

The ILWU endorsed 11 port commission candidates in the Washington. Nine of them won:

**Everett**—Connie Niva; **Grays Harbor**—Jack Thompson; **Olympia**—Steve Pottle; **Port Angeles**—George Schoenfeldt; **Tacoma**—Connie Bacon, Dick Marzano and Ted Bottiger; **Vancouver**—Brian Wolfe; and **Seattle**—Pat Davis.

Only in Seattle did ILWU-endorsed candidates (Richard Berkowitz and Lawrence Malloy) not win. This is of concern to the local since proposals are being made to convert some parts



Nurses took this travelling billboard to their anti-Schwarzenegger demonstrations.

75 look like a pro-worker proposition.

"We started with dispelling all the myths," Radisich said. "We sent out written material and at the same time did an e-mail blast to 1,500 people in our data banks."

The warehouse Local 26 hall became a gathering point for canvassers and organizers.

"The LA area union movement took over our whole hall except for a few clerical spaces," Local 26 President Luisa Gratz said. "That was fine. Their enthusiasm was incredible. These people mobilized the community. They brought in people who had never been active before."

The NCDC worked with county labor councils in phone banking and canvassing. The governor's personal backing of his favorite propositions meant opportunities to confront him on the streets. NCDC joined with nurses and other workers to greet the governor with demonstrations. One of these, on Hegenberger Ave. in Oakland, just down the street from the warehouse Local 6 hall, brought out ILWU members and more than 200 people.

"Some people are uncomfortable knocking on doors or calling on the phone, so this way they could still participate in the demonstration, and

this affected the outcome of the election," Local 6 and NCDC Secretary-Treasurer Fred Pecker said. "We got good media coverage and it set a positive tone for us."

But the ILWU needs to improve on getting its rank and file out to participate, Pecker said.

"I think the street pressure put people in mind that this was something urgent and there were a lot of different kinds of actions going on," Pecker said.

The NCDC will work to find ways to raise more money. "But money is always minimal when compared to human beings," Pecker said.

## Schwarzenegger spanked Unions beat back Arnold's attack

The working people of California and their unions flexed their electoral muscle and knocked California Governor Arnold Schwarzenegger's anti-labor "reform" program off the state's political agenda. All four of his ballot measures were decisively beaten, and the two he was most personally invested in were smashed. The results have left him and his re-election bid next year reeling.

With much bravado Schwarzenegger challenged the state's unions with a series of ballot measures. His meanest one, an attempt to eliminate the defined benefit pensions, the retirement security, of public employees, crashed and burned in the signature-gathering phase when a legal analysis of its poorly written language showed it would also delete the death benefit payment for the families of firefighters and police killed in the line of duty.

of the port to retail/office/residential use.

Still, longshore Local 19 President Herald Ugles pointed out, the union backed winners for King County Executive, Seattle mayor and three city council members.

"That is really important because a lot of port issues deal with changing zoning in maritime industrial areas," Ugles said.

Local 19 also supported Schoenfeldt with a contribution, as did many individual members and Washington state locals. Schoenfeldt reached out to business people as well as the traditional labor base to win in a county-wide race. He had the support of Indian tribes and most of the voters in the predominantly Republican Clallam County. Longshore workers volunteered to put up signs, knock on doors and phone bank for him. The PSDC and many of small contributors, including nurses, chipped in.

"My main point was to invigorate the leadership and get more customers for the port," Schoenfeldt said. "We had a couple new lumber mills go in and I want to get more barge work."

But he plowed on with the others. Prop 74 would have curtailed the union rights of teachers, extending the probationary period when they could be fired without a cause or a hearing from two to five years. It was soundly defeated 44.9 percent to 55.1 percent, a more than 10 point difference.

Prop 75 would have made public employee unions (including teachers, nurses, firefighters and police) get annual, individual approval from members to use any dues money for political campaigns. The cost and bureaucracy of the requirements would have effectively taken these unions out of the political process. Polls in June showed the measure with a 57 percent lead, but then the unions mobilized and got their message out. The measure went down 46.5 percent to 53.5 percent, a seven point spread. In the process the unions'

Dick Marzano continued Local 23's tradition of electing members to the Tacoma port commission. He's the fourth member to do so.

"I think it's important for the ILWU get involved politically," Marzano said. "We're doing that on the national level, but it's also important we become involved with the communities we live in."

The port has a lot of land to develop, and can become an economic engine for the area, Marzano said.

Labor throughout the state saw the need to preserve the 9.5 cents per gallon gas tax passed this spring by the legislature. Initiative 912, sponsored by the right wingers, would have repealed the tax and left state transportation in a lurch. It lost 45.5 to 54.5 percent. The tax doesn't directly fund the Washington State Ferry system, which is crewed by the ILWU's Inlandboatmen's Union.

"But if the tax were repealed, funds would have to come out of the state transport budget," IBU President Dave Freiboth said. "And that means the ferries."

The IBU, the locals and the PSDC

political clout and organization gained strength rather than being crippled as Schwarzenegger planned.

The two measures the governor was most closely identified with, Prop 76 that would have allowed him to unilaterally cut and reallocate the state's budget, and Prop 77, that would have changed how the state's legislative districts were drawn to give Republicans an advantage, both lost hugely. Prop 76 went down 37.9 percent to 62.1 percent and Prop 77 went down 40.4 percent to 59.5 percent.

Perhaps most encouraging for the unions, particularly in light of the governor election next year, is that identifying Schwarzenegger with any of the initiatives was the most effective way to win opposition to them. In the eyes of the public, the governor has become his own anti-spokesman.

—S.S.

educated the membership on I-912's threat to workers. Most of the projects the tax funds were absolutely necessary for safety reasons, not to mention traffic congestion relief. The victory means smoother container transit as well.

"Three places in the state come to mind as choke points for container transportation," PSDC President Jefferson Davis said. Tax revenues are targeted for those places. "We can unload ships all day long, and we're happy to do so, but the problem comes from getting the cargo out of the port."

The ILWU showed its influence in its communities. So when the union comes to port authorities opposing gentrification or to the transport commission with ideas for transit improvement, the politicians know who they're talking to.

"Washington is blessed with having Democrats in all three branches of state government," Davis said. "We need to utilize that as much as we can, and forge relations that may have been lost with the advent of the Change to Win group. Next year is a critical year."

# Sam Kagel: From War Commission

## Introduction by Harvey Schwartz

This is the third in a series of oral history articles featuring Sam Kagel, who retired as Coast Arbitrator for the West Coast longshore industry in 2002. As the first two installments in this series illustrated, Kagel worked tirelessly as a labor advocate and consultant to Harry Bridges and longshore and warehouse unionists from the 1934 strike until December 1941.

Then, with America's entry into World War II, Kagel re-directed his considerable talent and energy to employment with the War Manpower Commission (WMC), a federal agency established in 1942. The WMC sought to strengthen American wartime production through the recruitment of workers into war plants, ship yards and other enterprises important to the military effort. It used labor-management committees, coordination with a vast array of related war agencies, staged public events and various other devices to achieve its goal.

After the war ended in 1945, Kagel worked as an impartial arbitrator and attended law school. His wide experience in labor relations led to his 1948 appointment as the first Coast Arbitrator under the ILWU-PMA longshore contract. When he retired after 54 years on the job, Kagel was a legend on the waterfront and the nation's leading figure in the field of labor arbitration. This month's story focuses on his career from World War II through his Coast Arbitrator years.

In 1999 I was commissioned by the ILWU Coast Labor Relations Committee to interview Kagel. Those 1999 discussions provided the basis for this article. Special thanks to the staffs of the Labor Archives, San Francisco State University and the San Francisco History Center, San Francisco Public Library, for their help.

## SAM KAGEL

Edited by Harvey Schwartz,  
Curator, ILWU Oral History Collection

In December 1941, when the United States got into World War II, collective bargaining as I had experienced it disappeared. The ILWU stated publicly that there would be no strikes within its jurisdiction. Throughout the whole country there were few strikes or lockouts while the war was on. That did not leave a very exciting role to the Pacific Coast Labor Bureau that I had worked for representing unions in negotiations and arbitrations

since 1932. Instead, government boards were set up with union and employer representatives and arbitrators in the middle or chairmen who became arbitrators.

Joining the new War Labor Board (WLB), which functioned that way, didn't appeal to me. I had just come off the battlefield as a union advocate and I wasn't prepared to go into a convent. Under the WLB, regulations came down covering various issues, but the WLB was mainly active trying to get at employers who were violating its guidelines. That's when the lawyers came into collective bargaining in large measure because now you had government regulations. The lawyers, for godsake, were happy as larks. They were back in business on both sides. It was not my cup of tea.

Fortunately, the War Manpower Commission (WMC) was set up in 1942 by an order from President Franklin Roosevelt. There was a local labor-management committee of big wheels that asked me to work there, and I accepted. The mission of the WMC, as the military called it in those years, was to recruit and prioritize labor for the war effort.

Our WMC office staff worked closely with a labor-management committee that met weekly. We also coordinated with all the other war agencies to figure out the best way to recruit and retain workers for war industries. To me, that was a much more direct deal than I would have had going into a board to decide a penalty whenever an employer violated a regulation by offering somebody another ten dollars to leave a war job and come over to his place.

Jim Blaisdell from the employer side went into the WMC before I did. He became the Northern California director and I was made the assistant. Then Jim was asked to go to Hawaii to organize the Hawaiian Employers' Council. I moved into his position as director, but I didn't get paid as director because charges were made accusing me of being a Communist. There were people who opposed me because I had represented Harry Bridges. It took a couple of years before I got cleared by the Civil Service people. So I worked on the WMC for two years and got assistant director's pay while doing the director's job.

After the war I thought about going to law school. I had wanted to go in 1929, when I graduated from U.C. Berkeley. But then the Depression came along. I knew a number of students at Boalt Hall, the Cal law school, and they told me that to

get a job in a law firm you had to contribute money toward the rent. That concerned me. Well, by chance I was offered a teaching fellowship in economics at Cal, which I accepted. Soon I went to work for the Pacific Coast Labor Bureau and put off law school.

When the war ended in 1945 I had to make a choice. I could either go to law school or go back to being an advocate for unions. The union guys were asking me when I was going to open an office. But at the moment I was not interested in going back to advocacy. Things had changed completely and a lot of people I knew in the labor movement were now dead or retired. It was a different show with lots of lawyers who had entered the field in the WLB period.

I had a little money coming from the government and decided to take a chance on law school. At the same time the International Ladies Garment Workers Union (ILGWU) and the San Francisco clothing industry employers offered me the job of being Mr. Impartial Chairman, which is what they called their arbitrator. I made an arrangement with them for a retainer. I figured that, plus the money I had coming, would carry me through law school for a year. Interestingly, when I went off to law school, Harry said to me, "Well, we'll be working together again."

What I didn't anticipate was that as soon as it was announced that I was going to law school and I was an arbitrator, I found myself with all kinds of arbitration cases. To manage work and school I arranged with the dean to take less than the standard number of units each semester by going to both summer session and intersession. I had maybe one week off every year for the three years I was in law school. I would hear arbitration cases and then start studying. At 11, 12, one o'clock in the morning I would still be at it. I also taught a course in collective bargaining at U.C. Extension and raised a family in those years.

About the time I finished law school the 1948 longshore strike was ending. The longshoremen had gotten the union-controlled hiring hall the hard way in 1934. The employers tried to get rid of it in '48. It took a strike to say, "You can't do that." When the strike was settled, the employers installed a new bargaining agency. That group, the Pacific Maritime Association (PMA), and the ILWU established a new grievance procedure and decided that they were going to pick the arbitrators. Before this the arbitrators were always selected by the Secretary of Labor.

By this point I was kosher with the waterfront employers. They knew about my activities with the WMC, when I used to appear publicly before big war shows in San Francisco to promote our slogan, "Stay on the job and finish the job." This experience sort of dried the red out of me for them. They now thought I'd been cleansed.

So both parties, the ILWU and the PMA, asked me if I would be their Coast Arbitrator. He would be the guy to whom regional or area arbitration decisions could be appealed. I said I wanted to meet and discuss the terms. We came together in a conference room. Across from me sat Harry, Lou Goldblatt and Howard Bodine of the ILWU plus all of the employers. For the first time in their history Harry and his group and the ship owners were on the same side of the table. I was sitting over here by myself.

We started negotiating and I asked whether it would be agreeable that I could continue to arbitrate other than just longshore cases. That was worked out. We talked money and agreed on a retainer, which I needed since I had just gotten out of law

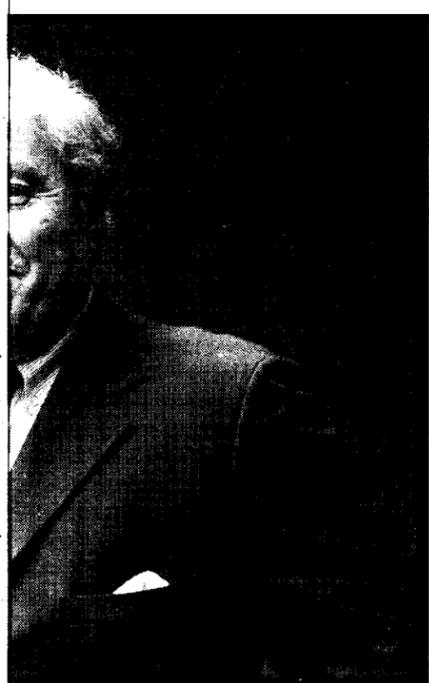


Sam Kagel, 1972



Announcement of the tentative settlement of the 1971 longshore strike, Feb. 8, 1972. Front row, left to right, ILWU International President Harry Bridges, strike mediator Sam Kagel and PMA President Ed Flynn. Identifiable in the second row are third from left in dark glasses, clerks Local 34 President James Herman and fourth from left, longshore Local 10 President Cleophas Williams.

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Arbitrator for  
Industry



school and didn't have any money. When all that was done, I said, "I want a caucus."

Harry was puzzled. He asked, "Who the hell are you going to caucus with?" I said, "With myself. I got to make up my mind whether I really want to do this." Then I went out in the hall just like you would when you have a caucus. I took about ten minutes going over everything in my mind, went back in, and said, "We got a deal."

Under the new ILWU-PMA setup we established a process called "instant arbitration" with Area Arbitrators available 24 hours, seven days a week. Later we got Relief Arbitrators for the weekend. I can't say that somebody sat down and came up with the idea of instant arbitration. It occurred to me, but I'm sure it occurred to everybody else because it was so obvious. As soon as we had Area Arbitrators in place it became plain sensible.

When I met with the ILWU guys and the employers in '48 and they told me they were going to set up a grievance procedure, I said, "Look, you picked me as Coast Arbitrator because I had a background representing unions and presumably I know something about the longshore industry. So why don't we do the same thing with the Area Arbitrators? You're going to have four of them. Pick two from the union and two from the employers. You have the right to cancel 'em at any time." They thought that was a great idea.

We knew the locations for the four Area Arbitrators—San Pedro, Northern California, Oregon and Washington. Now we're in our 51st year. At no time was any Area Arbitrator discharged by either side. That's not to say that there haven't been complaints. But Harry had a firm position on that when he was ILWU president. Locals would complain about an Area Arbitrator, and Harry would say, "That's it. We're not going to start changing arbitrators. Let 'em die or let 'em retire." And that's what's been done. That's the history of it.

So we weren't going to have revolving Area Arbitrators. They were going to be permanent, just as the Coast Arbitrator was. Before that they did have revolving arbitrators. Up to 1948 they had over 200 arbitration awards from different arbitrators at different ports. One of the things done in the '48 strike aftermath was to wipe them all out. Then we started out anew.

I mentioned the concept of instant arbitration. In practice it functions like this. If any work stoppage occurs, the Area Arbitrator goes right down there. The longshoremen are not supposed to strike, but they can stop work if they allege safety. The arbitrators go down there to check it out. We're talking about people selected from within the industry, too. We're not talking about a professor who wrote a book. So they know something about the longshore industry.

The Area Arbitrator can order a correction of an unsafe condition, or say to the longshoremen, "That's not a safety beef." If the Area Arbitrator finds that it is a real safety beef, he tells the employer to correct it. The longshoremen can work somewhere else on the ship and they get paid for their time standing by.

If, on the other hand, the Area Arbitrator finds that it was not a real beef, the longshoremen go back to work and don't get paid stand by time. There used to be other claims we don't see often now because of containers. Sometimes cargo was stinking or in need of repair, for which there were penalties, and this would

cause work stoppages.

As I recall, the first safety beef involved a load of lumber which was on a very narrow pier. Somehow it had disintegrated. The longshoremen claimed this was an unsafe condition. They turned out to be right, too. The answer was to go down there and look at it, not sit around and wait until there was a hearing up at PMA headquarters with the ship standing by.

The idea was to get the ships out because there were crew, interest and other expenses to pay for and if the longshoremen were not working they were not getting paid. So instant arbitration was just a matter of common sense. Now, after a dispute has been settled on the dock, if you still want a formal hearing you can have it. As noted, the resulting decision by the Area Arbitrator can then be appealed to the Coast Arbitrator.

Over the years I have done mediation as well as arbitration. The mediator and arbitrator roles are completely different. When I'm an arbitrator, I presumably am "judge," so you operate and they operate from that point of view. As a mediator, you are seeking an accommodation, but you can't dictate one. Mediation is not very spectacular. It's just hard work.

About 1961 I acted as the mediator between the ILWU and the ship owners in Hawaii. The union had given 48 hour strike notice. When I got to the Islands there were lots of workers and employers present when we met at the old Hawaiian Village hotel. I said, "I'm not going to mediate with a mass meeting. You're going to have to give me a small committee," which they did.

See, if you start mediating with a mass meeting, everybody's going to disagree. If you get a small group, at least you can try to work something out with them and then tell 'em, "Go sell it." If they can't, they'll come back and tell you why and then you'll try again. That's the kind of mediation I use. It's the only form that makes any sense. Through mediation we did arrange an agreement covering the main issues in Hawaii, by the way. So there was no strike.

I also mediated the end of the 1971 West Coast longshore strike. The strike had been going on for over 100 days. As a result of President Richard Nixon's directions, Congress was entertaining the idea of a statute providing for compulsory arbitration. Of course, Harry didn't want that, since it would take away the union's main weapon, the strike. So there's no doubt that this was part of the pressure on Harry to meet with the employers. That's when I was called in, and even though I was the Coast Arbitrator, they called me in as mediator.

We met for seven days and eight nights and came to an agreement. That ended the '71 strike. What was interesting to me is that there were five, six or eight issues involving what we call "steady men," or workers who are employed directly by stevedore companies rather than through the union-controlled hiring hall. These matters were not settled at the time. I said to Harry, "How the hell are we going to settle the strike with these issues unresolved?" He replied, "Oh, you and Rudy Rubio, one of our officers, will meet afterwards and work 'em out." And that's what happened.

Looking back at my nearly 70 years of experience, I'd say that in the collective bargaining field there is a "climate" at any one time. That was true in 1971. There's a climate for settlement, a climate of excitement and a climate that's going to lead to a strike or a dispute. It depends on whether the employers and the union have a beef or whether they want to have a beef. The climate of collective bargaining changed almost immediately, for example, when the Taft-Hartley Act was passed in 1947.

Taft-Hartley came in at the beginning of the McCarthy era. It made union officers sign an anti-communist affidavit to use the federal labor board. The waterfront employers went farther. They said, "We're going to make you sign an anti-communist statement or we won't do business with you." They also insisted, "We're going to get rid of the union-controlled hiring hall because the act says you can't have one anymore."

Taft-Hartley outlawed the closed shop, which required that all employees be union members. So this was the new climate. The result was the 1948 longshore strike, which the union won. But, the point is, in any collective bargaining situation one has to discern what the current climate is. Is it calm, is it collected, is it stormy, is it threatening?

There is always a set of questions. Will the employers accept arbitration? Will they offer mediation? Will the employers accept mediation? Will the union strike? Will the employers fold because they don't want a strike? That's what I mean when I talk about climate. This is human relations and I think that's really what is the exciting part about collective bargaining. It's been that way for me all my lifetime.

As to Bridges and the ILWU, I'd say that Harry had an integrity that was recognized by the workers. He was interested in having a democratically run union and he never lost touch with the rank-and-file. If you have integrity, are honest and straightforward, take firm positions—even when you're wrong but are representing the interests of the people you're supposed to represent in a democratic fashion with no discrimination—what else do you want? In my book, Harry had all those characteristics.

The union itself truly works in a democratic manner and is responsive to its membership. You don't have any dictators. Everything is submitted to a vote. The drafting of proposals is done by a caucus of elected officials. Negotiations are carried on by an elected negotiating committee. During the life of the longshore contract you have an elected Coast Committee which represents the workers in enforcing the agreement.

These characteristics, while not rare, are not common in most unions. They are certainly completely rare insofar as employer groups or corporations are concerned. And while the ILWU gets the best conditions it can, and has one of the best longshore contracts in the world, it nevertheless has been willing to take positions on social issues. The union took positions condemning discrimination. It was not always successful with all of its own people, but it still did this. That's why I think the ILWU is a different union and an outstanding operation.



Sam Kagel in his office when he was Northern California director of the War Manpower Commission, circa 1944. Responsible for the recruitment and retention of workers for war industries, Kagel coordinated his efforts with key labor, management and government representatives.

**STORY PROJECT**  
**I, Part III**  
**: From War**  
**Duty to Coast**  
**the Longshore**  
**1942-1999**

# ILWU International Secretary-Treasurer

One time word got around that they needed people at the Local 6 hall. Curtis McClain, who was president of Local 6 in the 1970s asked us to picket this place at Eighth and Mission in San Francisco. Pretty soon here comes a crowd of at least 20 scabs. Leading 'em was this big bastard. I went up to him and said, "That's far enough, scab!"

Next thing I know I'm being restrained by a couple of cops. I'm struggling to get free and this cop raises his club. He was gonna bust my head open.

Well, Curtis grabbed that club with both hands. The cop said, "Are you trying to release my prisoner?" Curtis said, "No, but you are not going to hit him with that club!" LeRoy King was up in that cop's face too.

I'll never forget that. There's a labor leader for you!"

—Oral History of Ted "Whitey" Kelm,  
ILWU Local 10

Curtis McClain, ILWU Secretary-Treasurer Emeritus, died Nov. 6 after a long illness. He was 80 years old. He was part of the first generation of African-American leaders to break the color line in the West Coast labor movement.

McClain's service as an ILWU officer began in 1960 when he was elected Local 6 Business Agent. For at least 15 years before that he had been an activist and steward at Schmidt Lithography, a large Local 6 house in San Francisco. He was elected Local 6 President in 1969 and International Secretary-Treasurer on 1977. He was re-elected to that position five times, retiring in 1991.

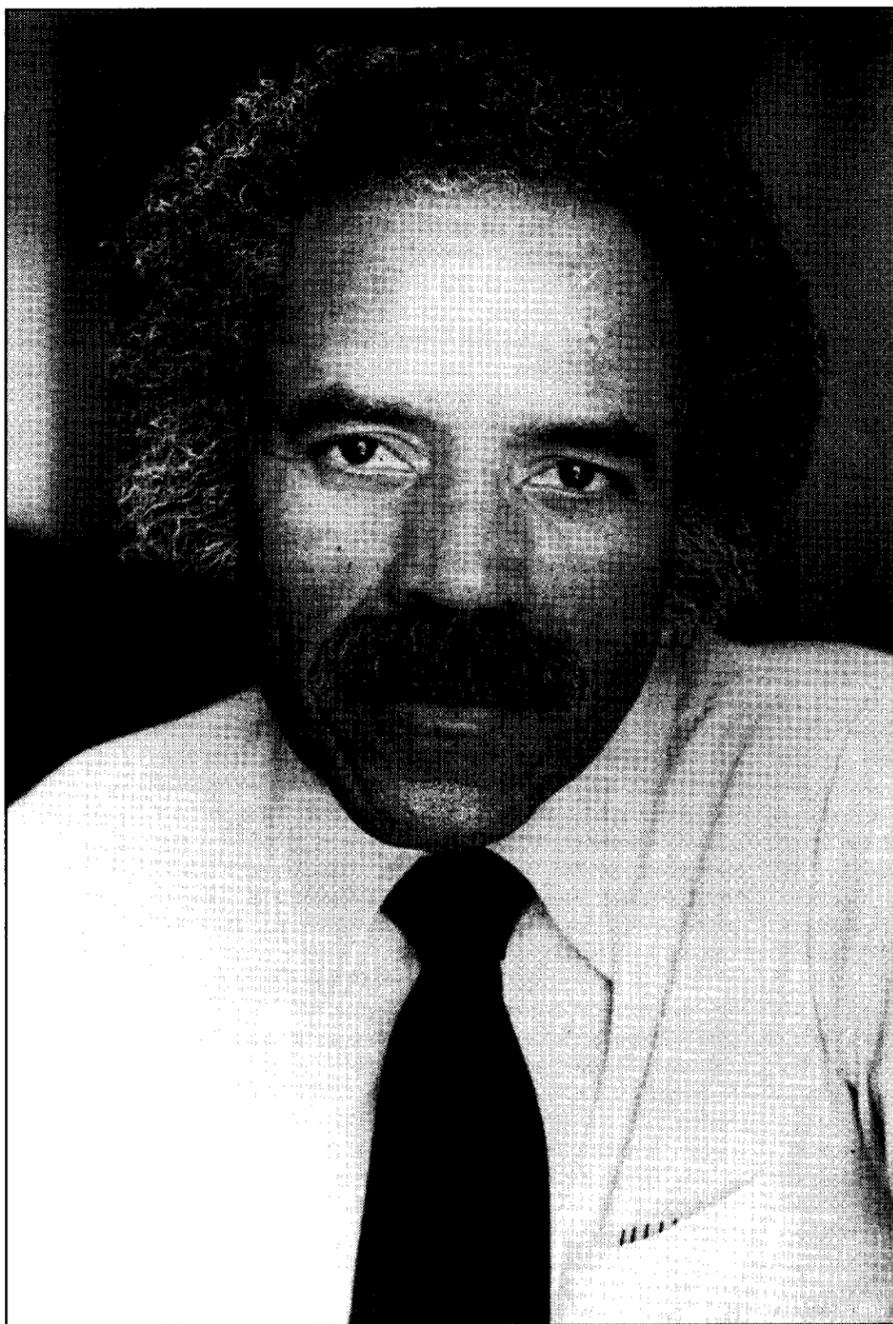
"Curtis was a class act," said Keith Eickman, who served as Secretary-Treasurer of Local 6 during many of the years McClain was president. "He was really passionate about the union and all the things it stood for. But he was strategic, he was careful and he cared. He was a good man."

"He was a natural leader," remembered longtime Local 6 leader Leroy King, who, with McClain was one of the first generation of post-war African-American ILWU leaders. "He helped lead the efforts to break the color line, not only in the ILWU, but in other unions and in the community. He was an outstanding negotiator and union officer. And he took care of business for the members."

Over nearly 20 years as a leader in the Bay Area warehouse industry, McClain compiled an enviable record of achievement on behalf of the members of Local 6 which, at that time, had as many as 9,500 members with offices in San Francisco, Oakland, Crockett, San Mateo, San Jose and Stockton.

- With Lou Goldblatt, he helped form and then cement the alliance between the Teamsters and the ILWU which created the Northern California Warehouse Council. He led the negotiations for the Northern California Warehouse contract, which set standards for thousands of workers from central California to the Oregon border. He led negotiations of major independent contracts, such as Cutter Labs, C&H Sugar, Bio-Rad and others.

- He projected Local 6 into community politics, playing a major role in the civil rights movement, leading the successful efforts to create job opportunities for people of color in San Francisco's "Auto Row," its hotels and other industries. He helped form the labor-church political alliance that remains a powerful force in San Francisco politics today. He served with distinction on the San Francisco Human



Rights Commission and as the first African-American member of the San Francisco Fire Commission, to which he was appointed by the late Mayor George Moscone.

- He opposed McCarthyism and the Cold War, was an early part of labor's opposition to the Vietnam War and supported other efforts for world peace.
- He built a close relationship between Local 6 and Local 142, and between Local 6 and the Longshore Division.

McClain was overwhelmingly elected International Secretary-Treasurer in 1977. Working closely with President Jim Herman and Vice-Presidents Rudy Rubio, Randy Vekich and George Martin, McClain helped pilot the union back into the AFL-CIO and carefully managed the union's financial resources. He continued to speak for the ILWU on major political and social issues. Upon his retirement, he was named Secretary-Treasurer Emeritus.

Curtis McClain was born in Akron, Ohio, July 1, 1925, one of 17 children of Judge and Otealea McClain. Curtis's father was a rubber worker who, although he worked for several large rubber companies as a skilled moldman, could never make it into membership in the craft union in that trade. Still Curtis remembered, "I often used to hear him talk about the good of a union, even though he did not belong to one."

Finishing high school early in World War II, McClain was drafted into the Navy as a Cooks' Helper. By the time he was discharged in San Francisco at the end of the war, he had risen to the rank of First Gunner. The war changed the course of McClain's life, as it did for many African-Americans of that generation. As he would often say, "it was

about how come I can fight against racism all over the world, but be subject to it when I come home."

Settling in San Francisco after his discharge, he married the late Olean Avery McClain. They had two sons, Rene and Charles. With a young family to support, he was interested in learning a skilled trade. But these jobs remained closed to African-Americans. So he did the next best thing. He went down to the Local 6 hall in San Francisco where, as he remembered, "color was no barrier" and landed a vacation relief job in the warehouse at Schmidt Lithography, a 750-man, multi-union print shop.

"I went into the paper seasoning department where work was sweaty, hot and dusty. Although it was the last place I wanted to work, I needed the job, so I stayed for 14 years," he said.

Doors kept closing. "I wanted to work in the bull gang," he said. "The job paid more money on a straight time basis and you had the opportunity to work overtime and you could operate a lift or a jitney. But when I asked to be sent to the bull gang, I'd be told I was too important to be moved...Someone else would then come from the hall, would just happen to be white and would work the bull gang and get the overtime pay."

McClain continued to search for a means of advancement, and after five years he was made foreman. But he wanted more.

"I had hopes of being admitted to an apprenticeship program in the printing or the electrical trades once they got to know me and saw that I was really interested," he said. "But that's where you really encountered the old runaround. You didn't get into the lithographers' or the printers' union, you didn't get into the electrical department. I saw many people come in, begin an apprenticeship and become journeymen. I had electrical

training, but I was never allowed into the trades."

McClain was not alone in his frustration. Many of the early black members of Local 6—Dick Moore, Leon Cooper, Roland Corley and LeRoy King—shared the same experiences. Local 6's racial politics were better than in many unions. But it was painful to be passed over time and time again.

Calling themselves The Frontiersmen, a group of African-American members began meeting to talk about their common problems.

"We discussed grievances we thought were not being handled properly," McClain said. "We often heard of people being bypassed for jobs and at that time you did not find blacks in the vast majority of the good classified categories."

There was a feeling that African-Americans with grievances or other problems were not always represented aggressively by the union. And an increasing number of African-American members were interested in assuming leadership roles in the union.

"We did a great deal of good not only for the black union members, but for the union as a whole. Things worked out as they should have, in a more democratic fashion," he recalled in the early 1970s. "We began working together on the job, forming good house committees and a strong steward system and electing good people who were going to work for the whole union."

These years, the late 1940s and early 1950s, were hard years for Local 6. There were short strikes in 1947 and 1948 and then a 111-day strike in 1949. There were attacks by the federal government, and raids by other unions. Articulate, informed and conscientious, McClain was drawn more into the leadership of Local 6. He became a steward and a member of the Schmidt warehouse negotiating committee.

With the support of the Frontiersmen and urged by friends and supporters like International Secretary-Treasurer Louis Goldblatt, Local 6 President Chili Duarte, Local 6 Secretary-Treasurer George Valter, and other friends like Billy Lufano and Keith Eickman, he ran for business agent. Three times he lost, but finally, in 1960, he was elected as the first African-American business agent in the history of Local 6. He was re-elected through the 1960s, with the highest vote of any candidate. He was elected Local 6 president in December 1969.

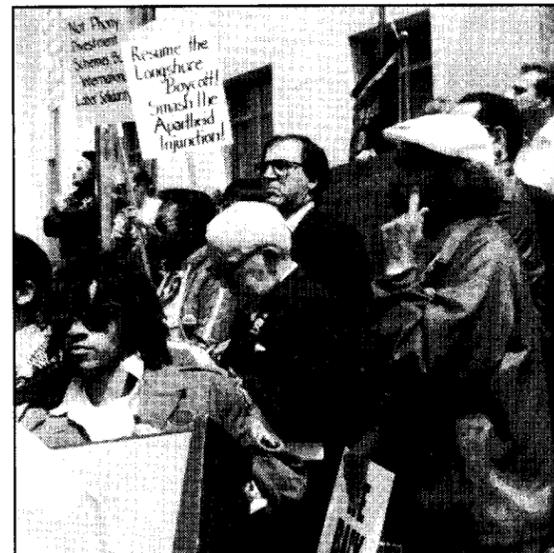
"For many of us in the next generation, Curt McClain was a mentor and a friend," said International Secretary-Treasurer Willie Adams. "He supported young leaders. He wanted the union to go on. He had endless patience. We are going to miss him."

Curtis is survived by his sons Rene McClain (and his wife Doris), Charles McClain and Eric McClain; his dearest friend Mary Alice Bynum and her son Joe Benjamin; three grandchildren, Shaun, Curtis and Sylvia; one great-grandson, Donovan; two brothers, George and Henry McClain, and two sisters, Lucile Jingles and Kate Jackson, countless nieces and nephews and a host of friends throughout the ILWU.

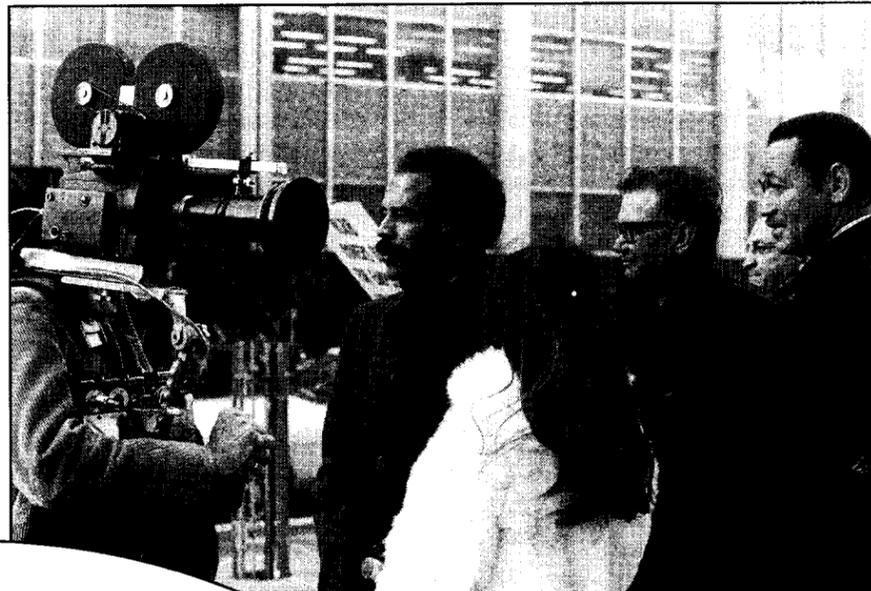
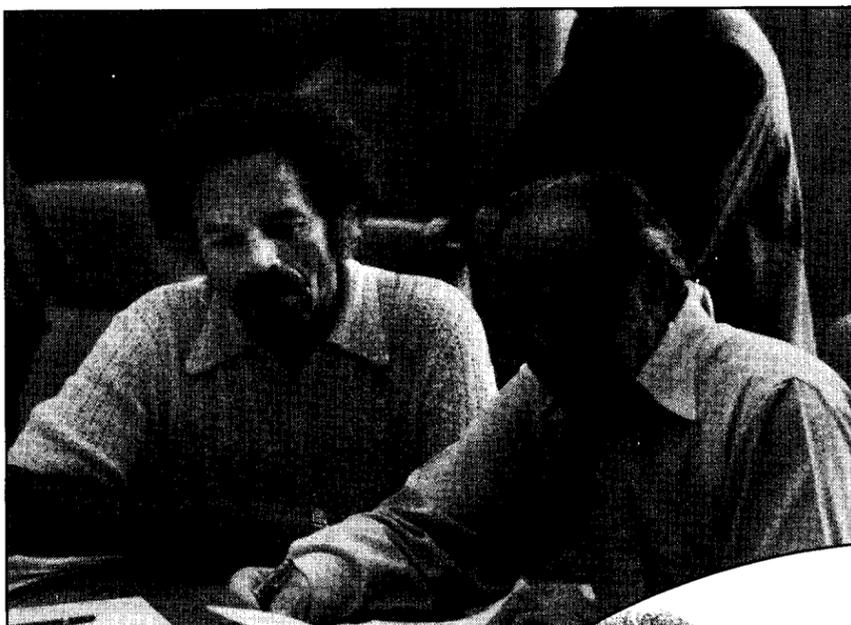
*Curtis McClain's statements are excerpted from oral history interviews conducted by Harvey Schwartz, Curator of the ILWU Oral History Project, and by the Moreland-Spingarn Research Center at Howard University.*

—Danny Beagle

# Emeritus Curtis McClain 1925-2005



(left) McClain the young rank-and-filer; (center) McClain with ILWU International President Jimmy Herman, 1989; (right) McClain with President Herman and International Vice-President Rudy Rubio (center behind) at the 1984 anti-apartheid demonstration at UC Berkeley's Sproul Plaza.



McClain with his predecessor International Secretary-Treasurer Lou Goldblatt during master warehouse negotiations.

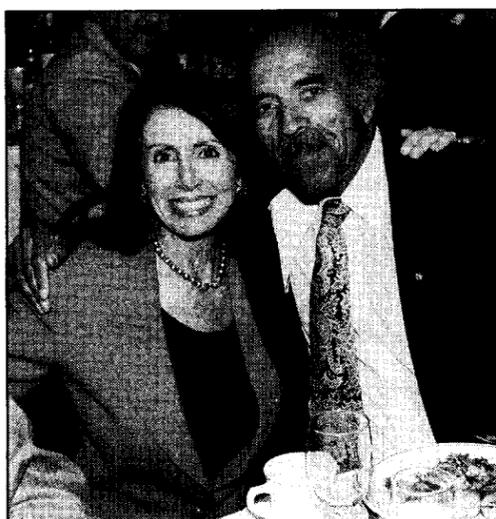
Local 6 President McClain with other Local 6 officers Keith Eickman and Leroy King picketing the NLRB at the San Francisco Federal Building, 1971.



Local 6 President McClain at a 1974 Sears strike picket line.

McClain, right, with Local 10 President Cleophas Williams and Eleanor McGovern at a George McGovern for President fundraiser in 1972.

(left) McClain with Congresswoman Nancy Pelosi, 1992; (center) McClain, right, with Congressman John Burton, center, and longshore Local 10's Carl Smith, 1977.



## THANK YOU, LOCAL 508



John Showalter

Bill Duncan (left) presented longshore Local 508 President Brett Hartley with a framed photo of the banner from the 2003 ILWU International Convention at the local's Oct. 17 membership meeting.

Duncan, Recording Secretary of the Pacific Coast Pensioners Assn. and President of the Van Isle, B.C. Pensioners Club, gave the memento in appreciation of the local's sponsoring his trip to the Second International Pacific Rim Mining and Maritime Union seminar in Long Beach, Calif. May 22-26, 2005. Duncan and Len Meneghello from the Vancouver, B.C. Pensioners represented ILWU Canadian pensioners at the gathering.

The seminar brought together transport and mining workers from 10 countries and the International Transport Workers' Federation and enabled them to get to know each other and build solidarity.

Pensioners are taking a more active role in their unions as the bosses and their friends in the government attack retiree health and pension rights.

"It's now a global economy, and we're building global unionism," Duncan said. "In a nutshell, we're realizing that our slogan 'an injury to one is an injury to all' applies world-wide."

—Tom Price

## Wal-Mart in trouble

Just before release of a devastating film about its treatment of its workers and their health care costs, Wal-Mart, the biggest U.S. employer—and one that is virulently anti-union and anti-worker—finds itself facing a new threat: A new, free association founded for its present and former workers.

The Wal-Mart Workers of America (WWOA) is not the union the retailer fears. But it has union backing, and it's meant as an outlet for workers to band together, give them information about their rights as workers and provide a toll-free number for complaints, criticism and information-sharing.

The new group's website, [www.WalMartWorkersofAmerica.com](http://www.WalMartWorkersofAmerica.com), will offer a national clearing house of information and services for former and current Wal-Mart workers, said Paul Blank, Wal-Mart campaign director for the United Food and Commercial Workers.

To publicize its services to Wal-Mart workers, WWOA will distribute \$200 each in health care aid to 50 uninsured Wal-Mart employees. That's money UFCW members raised in "Halloween candy" sales the last weekend of October outside of 84 Wal-Mart stores nationwide, with the candy money earmarked for Wal-Mart workers now forced to turn to taxpayer-funded clinics or Medicaid for health care.

"Every day 1.3 million workers help make Wal-Mart one of America's most profitable companies, and yet, every day it seems Wal-Mart finds new ways to exploit them. WWOA will be a powerful tool to help Wal-Mart's workers join together to improve their lives and make Wal-Mart change for the better," Blank said.

WWOA isn't the only wide-ranging blow that hit Wal-Mart. Robert Greenwald's film, "Wal-Mart: The High Cost of Low Price," was aired in New York Nov. 2. It was booked for 7,000-plus screenings nationwide during "A National Week of Protests Against Wal-Mart," Nov. 13-19. SEIU President Andrew Stern, after the first airing, called the film "not just the premiere of a movie but the pre-

miere of a movement."

That international week of protests saw UFCW members and other unionists joined by community groups and their allies nationwide. The film not only highlights Wal-Mart's abuses of its workers, but its harm to communities through its "big box" stores, which drive local retailers out of business and destroy three better-paying jobs for every two low-paying positions that Wal-Mart creates.

"This will provide a forum for the many people across the country and the world concerned about the policies of Wal-Mart and other big chains," said Ronnie Cummins of the Organic Consumers Association, one of the groups helping organize the week of protests. The demonstrations "will call attention to these policies in a very public way. We are encouraging consumers to buy responsibly," he added.

Meanwhile, UFCW is continuing its holiday campaign against Wal-Mart by urging shoppers to patronize unionized competitors or mom-and-pop stores starting on the biggest shopping day of the year, the day after Thanksgiving, Nov. 25, through the end of the year.

WWOA was founded after the *New York Times* revealed a secret memo by Executive Vice President Susan Chambers. It called for more cost-cutting at the behemoth, which already makes enormous profits.

The cost-cutting moves would cut workers' hours, shift them from full-time (34-hour) to part-time jobs, push out senior workers and cut health care costs by discouraging unhealthy or obese people from applying. Wal-Mart has also forced workers to toil unpaid for overtime—the latest instance is in Connecticut—and discriminated against women, who are 72 percent of its workers, in pay and promotions.

It discriminated racially against African-American shoppers in Kentucky, broke child labor laws in New York and Connecticut and has its cleaning subcontractors, with Wal-Mart execs' knowledge, hire undocumented immigrants.

—Mark Gruenberg  
PAI Staff Writer

## Your Union's Security



The ILWU International officers would like to thank all the members who donated their time, energy and money to our 2004 political campaign. We are proud of the stand the ILWU made in opposition to the Bush administration. Although we did not prevail then, events of the last year have proven us right and polls show that the majority of Americans now agree with our position. All those who contributed to our Political Action Fund in 2004 will be receiving a commemorative pin and window decal (pictured above) acknowledging their participation.

Now we are gearing up for the 2006 election cycle. The Republicans are vulnerable as the Iraq War drags on with continuing carnage and costs and no end in site, as Bush strategist Karl Rove appears to be facing indictments, and as Republican Senate leader Bill Frist and Republican House Majority Leader Rep. Tom DeLay are facing criminal charges. We stand a chance next year of stripping them of their hold on the Senate or House or both and block Bush's continuing anti-workers agenda.

But to do that will require another all-out effort, even more than we did in 2004. We will need all our members to contribute financially as well as be ready to volunteer in our campaign efforts as the election approaches. Please fill out the attached form and send it with a check to:

ILWU Political Action Fund  
1188 Franklin Street 4<sup>th</sup> Floor, San Francisco, CA 94109

All contributors will receive the new 2006 Political Action Fund commemorative pin. Contributions from outside the ILWU's solicitable class will be screened and returned.

### ILWU FEDERAL POLITICAL ACTION FUND

The Officers of ILWU request that you make a voluntary contribution of at least \$50 or more to the ILWU International Political Action Fund (PAF). The purpose of this fund is to make expenditures in federal and/or local elections to protect and advance the interests of ILWU members and the entire ILWU community.

The contribution requested is voluntary and is separate from your union dues and is not a condition of membership. You may give more or less than the amount requested and there will be no reprisals if you give less than the requested amount. Your contribution is not tax deductible.

Please send a check made payable to ILWU PAF for at least \$50 or more, complete the requested information below, and mail it in this envelope. PLEASE DO NOT SEND CASH. Thanks!

Any donation \$500 and over makes you a President's Club Member and entitles you to receive a PAF jacket. Please circle your size S - M - L - XL - 2XL - 3XL - 4XL.

Name to be embroidered on jacket \_\_\_\_\_

#### PLEASE PRINT

ILWU Local \_\_\_\_\_ Registration/Membership # \_\_\_\_\_ Amount enclosed \$ \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Beyond my donation I would be interested in the following:

- volunteer work
- being on an ILWU PAF mailing list       being on an ILWU PAF e-mail mailing list
- information on donating personally to key state and national elections that advance the interest of ILWU members

# Tacoma honors Rosa Parks, with help from Local 23

by Tom Price

Longshore Local 23 members wanted to do something to remember civil rights activist Rosa Parks on the occasion of her death Oct. 24. Member Scott Mason, who sits on the Tacoma Human Rights Commission, asked the commission to dedicate its Oct. 29 meeting to Rosa Parks. At the meeting Mason read the proclamation Congressman Adam Smith (D-WA) had earlier entered into the Congressional record in Parks' honor.

"Nearly half a century ago, she refused to comply with a racist law and she lit the spark of the civil rights battle..." Mason read. "She was a woman of quiet dignity and a life-long fighter for equal rights for all Americans."

The Commission then asked Mason to bring that proclamation to the Tacoma city council. When Tacoma Mayor Bill Baarsma heard of Mason's action, he moved quickly.

"I invited Mason to speak before the City Council," Baarsma said. "After he spoke I made a motion to dedicate the meeting to Rosa Parks' memory."

Local 23 member Dick Marzano, a Tacoma Port Commissioner, also asked the Port Commission to take a moment's silence in Parks' honor before its Nov. 3 meeting.

"For most people of my age her action in 1955 was the defining moment everyone remembers about the civil rights movement," Mason said.

Zeek Green, a Local 23 member and spoken word artist, was asked, along with other local African Americans, to tell the *Tacoma News Tribune* what Parks meant to them.

"Although this country is not perfect, we have come light years from the days of Jim Crow," Green said. "So much that we will never again see a mass movement based on race or gender inequality. No single category of American people is so widely mistreated that they would ever be able to gather enough dedicated bodies willing to wage a campaign major enough to move the entire nation, except one category of people—the American working class."

The woman Local 23 honored was born Rosa Louise McCauley in Tuskegee, Ala., Feb. 4, 1913. She attended the school where her mother taught until the sixth grade, then transferred to a school run by progressive women in Montgomery. That school was torched several times, and its teachers ostracized by the white community. Parks remembered having to walk to school while the white kids rode on a school bus.

"I'd see the bus pass everyday,"



Rosa Parks fingerprinted Feb. 22, 1956, after being indicted the previous day for "illegally" boycotting Montgomery's buses.

Parks said in "My Story," her autobiography. "The bus was among the first ways I realized there was a black world and a white world."

She married NAACP activist Raymond Parks in 1932 and worked with the NAACP as a youth advisor. She was attracted to Raymond in part because of his social activism. She joined her local chapter in 1943 and was elected its secretary. One of her advisees, high school student Claudette Colvin, was arrested nine months before Parks for refusing to give her bus seat to a white man. But the NAACP decided she would not make the best test case since she was a pregnant, unmarried teenager.

In the early 1950s Rosa worked in a department store as a seamstress. She also sewed for white activists Virginia and Clifford Durr, who sponsored her scholarship to the Highlander Folk School, a training camp first organized as a labor activist school by the Congress of Industrial Organizations (CIO) and other progressives. Highlander focused on civil rights organizing when Parks attended in the summer of 1955. Martin Luther King Jr., Stokely Carmichael, Fanny Lou Hamer, Andrew Young and Septima Clark also attended Highlander.

Parks went down in history after her simple act of defiance in Montgomery captured the conscience of the nation. On a chilly Dec. 1, 1955, Parks boarded a city bus and sat in the "colored section." As more white people boarded and filled the white section up front, the driver

demanding Parks and three other African Americans give up their seats to white riders. The others complied, but Parks was arrested for refusing.

Parks was released when the Durrs and Edgar Daniel Nixon threw her \$100 bail. Nixon was an NAACP official and an officer in the Brotherhood of Sleeping Car Porters.

The Women's Political Council, a local group of political active black women, suggested a one-day bus boycott and distributed 50,000 flyers around the city shortly after the arrest. The boycott began Dec. 5, Parks' trial date. Despite the rain, it was hugely successful. Parks was convicted but refused to pay the \$14 fine—a half-week's pay for her back then.

Nixon asked a 26-year-old preacher named Martin Luther King Jr. to host the meetings for the boycott, and Dr. King was soon elected president of the Montgomery Improvement Assn., which later became the Southern Christian Leadership Conference.

During the 381-day boycott some black cabbies picked up people for free or for a dime, the bus fare back then. Other people who had automobiles organized carpools.

Parks, King and 87 others were indicted Feb. 21 under an obscure law against boycotts. King was the first tried, and convicted and ordered to pay \$500 or face 386 days in jail.

The movement took courage in the 1954 Supreme Court ruling on *Brown v. Board of Education* that outlawed school segregation.

"If we are wrong—the Supreme Court of this nation is wrong," Dr. King said. "If we are wrong—justice is a lie. And we are determined here in Montgomery to work and fight until justice runs down like water, and righteousness like a mighty stream."

The peaceful mass movement attracted world-wide attention—and violence from racists. As the winter of 1955 turned into the winter of 1956, the bus company was nearly broke. A bomb was set off on Nixon's front porch. Parks received death threats and lost her job. Dr. King was there with words when others offered bullets.

"There have been moments when roaring waters of disappointment poured over us in staggering torrents," King said toward the end of the protest. "We can remember days when unfavorable court decisions came upon us like tidal waves, leaving us treading in the deep and confused waters of despair... We have seen truth crucified and goodness buried, but we have kept going with the conviction that truth crushed to the earth will rise again."

Public opinion in the country was turning. Parks' attorney, Fred Gray, along with Nixon and Clifford Durr, also an attorney, filed a federal law suit Feb. 1, 1956 against Montgomery's mayor over the earlier mistreatment of Aurelia Browder and other black women on city buses. The Supreme Court ruled Nov. 13, 1956 for Browder in its famous *Browder v. Gayle* case that ended the legal basis for segregation in public transit. It took the bus company five weeks to wake up, and the boycott ended Dec. 21, the day after the court order arrived.

For Parks the victory led to another year of threats and harassment. She moved in 1957 with her mother and husband to Detroit, the old terminus of the Underground Railroad. Parks worked in a garment factory from 1957 until she got a job in Congressman John Conyers' Detroit office in 1965. She retired in 1988.

But she remained active, opposing South Africa's racist apartheid system and founding the Rosa and Raymond Parks Institute for black youth. When South African President Nelson Mandela visited Detroit in 1990, he ran up to her chanting "Rosa! Rosa! Rosa Parks!" and told her how much her actions had inspired South Africans. She also served on the Board of Advocates of Planned Parenthood.

Her body lay in repose Oct. 29 at the St. Paul African Methodist Episcopal Church in Montgomery and a service was held the following day. She traveled on a 1957 bus to the Capitol Rotunda in Washington, D.C. where about 50,000 marched solemnly by. Then she was taken to Detroit, her adopted city. According to the *Detroit Free Press*, 800,000 people turned out to honor her between Nov. 1 and Nov. 3, while she lay in state at the Charles H. Wright Museum of African American History. She was buried Nov. 3 between her mother and husband at the Woodlawn Cemetery, in a mausoleum renamed Rosa Parks Freedom Chapel.

As a worker, Rosa embodied the unity of labor and civil rights, and she inspires unionists today.

"People in the ILWU need to be on the human rights commissions in their towns, being active where they can make a difference," Mason said. "This is a call to action. The work's not done."

"People always say that I didn't give up my seat because I was tired, but that isn't true," Parks once said. "I was not tired physically, or no more tired than I usually was at the end of a working day. No, the only tired I was—was tired of giving in."

## Longshore retired, deceased and survivors

### RECENT RETIREES:

**Local 10**—Joseph D. Marino; **Local 13**—Pilar R. Ortega Jr., Charles Cline, Ben Groscup, Clyde Simmons, Larry Livingston; **Local 21**—Stanley Tow, Robert Ramey; **Local 24**—Michael A. O'Conner; **Local 34**—Edilio Andora, Daniel Johnstone; **Local 63**—Robert Cherry, Alfonso Lozano, Gerald DiLeva, Teresa Saffold; **Local 92**—Duane Balkowitsch; **Local 94**—Santiago Clarens, Bruce A. Williams Jr.

### DECEASED:

**Local 4**—Richard Proll (Betty), Bob Keels (Frances), Raymond Lehto (Carla); **Local 8**—Mac Beaird (Gina), Lawrence Deleo (Beverly), Eldon Fricke, John Kallio; **Local 10**—Willam Fay (Joanne), Joseph Estrada (La Vaughn), Joseph Perkins (Gloria), Sidney Pellette (Margarete), Glenn Cotton (Janice), Randolph Johnson, Cesar Parraga; **Local 13**—Heron Socorro (Urrea), James Matthews Jr. (Louiza), David Parra (Alice), Steven Thorson (Betty), John Gyerman, Richard O. Cruz, James Riggs; **Local 19**—Jerry Lofthus (Barbara), Robert Flanary

(Marlene), Romolos Baldado; **Local 23**—Walker Anderson; **Local 24**—John Billings (Jeannette), James Bryson (Gail); **Local 26**—Richard Jester; **Local 27**—Raymond Craver (Mary); **Local 34**—Fred Buchtmann; **Local 40**—Gary Caudill; **Local 63**—Joseph Young (Beverly); **Local 75**—Idell Raybon; **Local 92**—James Hubbard (Ida). (Survivors in parenthesis.)

### DECEASED SURVIVORS:

**Local 4**—Doris Andrew; **Local 8**—Helen Simmons, Jessie Matthews, Ruth Henderson; **Local 10**—Clara Christiansen, Nina Burianni, Savannah McBurnie, Amalia Cobarrubias; **Local 12**—Katherine Goll, Kathleen Thomas; **Local 13**—Stella Johnson, Consuelo Lopez, Rachel Ortiz, Josephine Gutierrez; **Local 19**—Evelyn Gould, Gladys Clark, Audrey Anderson, Vesta Kiniry, Ida Kemper, Buelah Benham; **Local 21**—Mildred Quoidbach, Barbara Cameron; **Local 24**—Joyce Kuzmak; **Local 29**—Alta Koester; **Local 52**—Louise Firth; **Local 54**—Margaret Smith.

# ILWU Book & Video Sale

Books and videos about the ILWU are available from the union's library at discounted prices!

**BOOKS:**

**The ILWU Story:** unrolls the history of the union from its origins to the present, complete with recollections from the men and women who built the union, in their own words, and dozens of rare photos of the union in action. **\$5.00**

**The Big Strike** By Mike Quin: the classic partisan account of the 1934 strike. **\$6.50**

**Workers on the Waterfront: Seamen, Longshoremen, and Unionism in the 1930s** By Bruce Nelson: the most complete history of the origins, meaning, and impact of the 1934 strike. **\$13.00**

**The Union Makes Us Strong: Radical Unionism on the San Francisco Waterfront** By David Wellman: the important new study of longshoring in the ILWU. **\$15.00** (paperback)

**A Terrible Anger: The 1934 Waterfront and General Strike in San Francisco** By David Selvin: the newest and best single narrative history about the San Francisco events of 1934. **\$16.50**

**The March Inland: Origins of the ILWU Warehouse Division 1934-1938** By Harvey Schwartz: new edition of the only comprehensive account of the union's organizing campaign in the northern California warehouse and distribution industry. **\$9.00**

**VIDEOS:**

**We Are the ILWU** A 30-minute color video introducing the principles and traditions of the ILWU. Features active and retired members talking about what the union meant in their lives and what it needs to survive and thrive, along with film clips, historical photos and an original musical score. DVD or VHS version **\$5.00**

**Life on the Beam: A Memorial to Harry Bridges** A 17-minute VHS video production by California Working Group, Inc., memorializes Harry Bridges through still photographs, recorded interviews, and reminiscences. Originally produced for the 1990 memorial service in San Francisco. **\$28.00**

## ORDER BY MAIL

\_\_\_ copies of **ILWU Story**@ \$5 ea. = \$ \_\_\_\_\_

\_\_\_ copies of **The Big Strike** @ \$6.50 ea. = \$ \_\_\_\_\_

\_\_\_ copies of **Workers on the Waterfront** @ \$16 ea. = \$ \_\_\_\_\_

\_\_\_ copies of **The Union Makes Us Strong**@ \$15 ea. = \$ \_\_\_\_\_

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