Report from Portland

Robertson Says ILWU Opposed Acceptance of Mandates Without Rank and File Voting

BY J. R. ROBERTSON

ILWU First Vice President

San Francisco—The National CIO Convention in Portland, Ore., in the course of its five days' deliberations ending November 26, acted upon major policy problems of a social, political and economic nature as well as international problems and American foreign policy.

The ILWU delegation attending the convention was as follows: J. R. Robertson, vice-president, San Francisco; Jack Kawano, Local 136, Hawaii; William S. Lawrence, Local 13, San Pedro; Charles Duarte, Local 6, Oakland; Bernard Lucas, Local 308, Chicago. Although President Harry Bridges and Frank Andrews, Local 47, Olympia, Wash., were delegates, they were unable to attend as they were tied up in longshore negotiations in San Francisco.

LOCALS SEND OBSERVERS

Local 10, San Francisco, sent three official observers. Local 6 sent observers as did other ILWU locals on the west coast. In addition, there were the International: BCA members: Jack Steinhardt, Andrew Nelson and Stewart McNeice.

This delegation was alarmed at the manner in which discussions on the policy questions were handled by the chair. It was obvious from the first hours of the convention that a vast majority of the delegates were in complete support of the chair. Any opposition was ruthlessly attacked and the simple device of “moving to close debate” was used to cut off all opposition discussion.

The red-baiting that went on throughout the convention further alarmed the ILWU delegation, coming from a union that has never engaged in it and which has always recognized the great dangers of using it to cover up major issues.

The most alarming development of the entire convention was the manner in which the National CIO handled the question of autonomy concerning national unions affiliated to CIO.

The chair asked the convention to give the national CIO powers which would eliminate the autonomous rights of national unions. The ILWU delegation voted no.

The ILWU constitution spells out autonomous rights for both national and international unions, as the union offer to take a 5-cent cut in wages on the members why they should continue a strike which had cost them more than $5,000,000 in wages. (Turn to back page for name of author.)
EVERY ILWU MEMBER has good reason to feel proud and happy this New Year. Their union was one of the few to come through 1948 whole and one of the very few to come through with real victory.

The ILWU progressed on every front, with the maritime sections standing out. After 93 days on the bricks the waterfront workers gained most of the items they voted to strike for, a record rare in 1948. The warehousemen won strikes this year, too, notably Local 6 in the San Francisco Bay Area and the mill workers at Globe in Sacramento, Calif., and Astoria, Ore. The warehousemen tied up the last ends of holdout employers after maritime settled.

And in Hawaii the sugar workers started the year by renouncing discriminators who sought to split the union and wound it up this month with a significant victory over the Olaa Plantation which had suggested that its workers take huge wage cuts.

A STORY FROM Hawaii illustrates why the ILWU won out consistently instead of lagging by the way like a great many other unions. It is simply a story of solidarity.

Word got to the union one evening that police and the national guard were planning to turn out in force at Olaa. Union messengers went from house to house rounding up the workers. By three in the morning 900 had gathered, all very quiet. The mood was not one of violence. The workers were worried about the jobs they had been locked out from. They did not like the scabbing going on.

The 800 waited quietly until it was evident that the authorities had changed their plans, that they had got word of the huge massing of workers. The police and the national guard never did show. The Olaa workers moved on.

The spirit of solidarity was as strong on the mainland. While the big oil monopolies moved scabs in on the struggling oil workers, the ships remained down tight. While the big insurance companies refused to bargain

BRITAIN
LONDON—British miners are expressing strong opposition to an output increase plan recommended by the National Coal Board and some of their own national union leaders. Several regional unions representing 400,000 miners, more than half the number in the whole country, have already rejected the scheme. One proposal to the workers is the setting up of labor-management "attendance committees" to inquire into every case of absence from the pits, with powers to fine any miner who stays at home $10 if he cannot produce a "satisfactory explanation."

FRANCE
PARIS—French workers' standards have been hit by a new wave of inflation which brought France's currency down to a low of 500 francs to one U. S. dollar. The inflation is largely due to French army expenditures resulting from western defense alliance preparations and the long, unsuccessful war to subdue the Viet-Nam republic in Indo-China.

CANADA
TORONTO—A total of 373 delegates from 20 Canadian cities have established a peace council here to carry on government policies leading to a new war. The 47 organizations sponsoring the Portland council include five Canadian CIO unions, eight AFL unions, as well as church, youth, women's, country and fraternal groups. The council plans a National Peace Conference for May 1949, fourth anniversary of V.E. day.

ISRAEL
TEL AVIV—Cable and Wireless Ltd. the British company that handles international cable and radio messages from Israel to other countries, has recognized the Histadrut (General Federation of Jewish Labor) as collective bargaining agent for all employees of its branches in Israel.

USSR
MOSCOW—Mechanization of the lumber industry is one of the objectives of the present five-year plan. Lumbermen in the Soviet Union's many forests are now being supplied with electric saws, tractors, bulldozers, portable power stations to supply current to new sites, and new types of equipment. Soviet stock of timber, used for building in USSR trade with foreign countries, are growing rapidly as a result.

GERMANY
FRANKFURT—Farm workers' unions in the British zone of Germany are demanding a 30 percent wage increase. They say agricultural wages are now far below those in industry, while prices of agricultural products have been increasing.

BRITISH GUIANA
GEORGETOWN—British Guiana workers are fighting new abuses by employers, the most fantastic of which occurred recently when a company took its outdoor workers for 12 minutes during which they were not able to work because of a brief rain. Government workers and laborers here are also publicizing their grievances, in a novel manner. They are coming to work in mourning clothes and say they will continue to appear this way until the government answers their petition for shorter hours and better conditions.

POLAND
WARSAW—Three thousand Polish miners who have returned from work in French pits are being examined for evidences of silicosis and other work-induced diseases by national health inspectors in various parts of the country. Under the Polish-French treaty governing the work of these men, the French government must pay compensation for cases of ill health. Details of payments to be made to the men will be decided by joint Polish-French commission.

ARGENTINA
BUENOS AIRES—The Argentine government tried to break the two-week strike of bakers for a 60 percent increase by declaring it "illegal" and ordering dissolution of the bakers' union December 8. Since the outlawing of walkouts already in progress is the latest strikebreaking gimmick here. The government warned striking chemical workers December 12 that they too would be placed outside the law if they did not return to work at once.

World Labor Roundup
By Allied Labor News

Portland Dock Bosses Sign Pact
PORTLAND, ORE.—An agreement was signed by the Walking Bosses Negotiating Committee for the Columbia River area and the employers of the bosses setting the new base pay rate and wages. It allows walkouts to continue with $3.22 for overtime.

The new contract became effective December 6, 1948 and runs to June 15, 1951, the date of expiration of the Columbia River agreement. All major terms of the last contract have been extended to the walking bosses.

This includes payment of overtime in excess of six hours between 8 A.M. and 5 P.M., all work between 5 P.M. and 8 A.M. on workdays, and all work between 5 P.M. Friday and 8 A.M. Monday and all work on legal holidays.

Vacations Provided
Fifteen vacation provisions provide two weeks at straight-time for regular walking bosses while casual bosses will be paid $10 1/2 per day for time off. The new contract extends the walking bosses agreement to all areas.

An annual wage review is provided. The base wage rate as of the longshore agreement but walking bosses shall receive a wage differential of 25 percent over the basic longshore rate.

Walking bosses will not be required to cross picket lines which are held to be legitimate as they are described in the longshore contract, though it is recognized that they are the direct representatives of the employer and responsible to him.

The new agreement provides that there shall be no strike, lockout or work stoppage for the life of the agreement.

NMU Ship Votes
Thanks to ILWU
LONGVIEW, WASH.—Thanks for their support and understanding shown toward four NMU members, the ILWU Longshore Local 21 here by National Maritime Union sailors on the George C. Perkins.

The ship's committee wrote the longshoremen, "We appreciate your help to the NMU members who were unfortunately unable to provide for themselves. We would have been utterly stranded in Longview."
Phoney Military Report

WASHINGTON (PP)—A false military intelligence report circulated last spring might have led to a total U. S. mobilization, the Hoover commission on government reorganization said in a report issued December 16.

The commission did not specify which branch of the armed forces made the false report, but most Washington sources agreed that it was the air force. The report apparently painted a sinister picture of Russian military plans and was refuted by events.

If taken seriously, the intelligence report would have led to immediate expansion of all branches of the military establishment and might have been a step toward a new policy. But the Hoover commission said that if President Truman had believed the report, we might have been involved in an almost immediate and complete mobilization.

AGGRESSIVE GENERALS

It was observed here that the air force generals, in whose hands atomic bombs would be placed, have consistently followed the most aggressive policy on the assumption that atomic bombardment could lead to quick victory over any hostile power. The false intelligence report was circulated at a time when a debate on rearmament was under debate in Congress. The air generals were bidding for a 70,000-troop group force.

The Hoover commission said that Truman asked "that a respect"

Businessman

Thanks Dockers

NEW YORK—A letter of appreciation was sent to the ILWU by bound cargo aboard ships in San Francisco from the Gazette Handkerchiefs Co. of Chicago, ILWU December 7.

In his letter, Leon A. Sutton thanked the union for its cooperation, "the company's way of effecting the release of handkerchiefs from struck ships."

"As a result of your kindness, we were able to obtain delivery of these goods in time to meet our commitments and to avoid serious losses that we would otherwise have incurred," the company official wrote.

ILWU Asks Added Hawaii Disability Coverage

HONOLULU, T. H.—The ILWU suggested increased welfare and disability benefits for workers in the Territory of Hawaii as a result of hearings before the Territorial Labor Commission here. The commission was considering changes in the act to be recommended to the 1949 legislature.

Cuban Sugar Talks

During a recent visit to Havana, Cuba, the ILWU Washington representative William Glazer discussed the current labor situation in Cuba with sugar workers' leaders. Left to right: Felix Perez Gil, executive board member of the National Federation of Sugar Workers of Cuba, Andres Saharon, executive board member of the same federation, Honorio Munoz, reporter on the daily Cuban labor paper Hoy, Glazer, and Urnino Rojas, general secretary of the Sugar Workers Union.

It Just Goes to Show

We've been saying that our longshoremen and other maritime workers have not been successful in their objective of gaining economic security and fighting for free trade unionism. But the union carried on its work by making actual gains at the job—by day-to-day contacts with the workers and with the small colonos (or farmers) who grow the sugar cane, usually on land leased from the big, wealthy sugar owners.

The "illegal" organization had made a deal with the government and the sugar mills that the 1948 wages, frozen at the high point of the artificial sugar boom in 1947 through December, would be cut below 1948 because sugar prices have dropped somewhat this past year.

The FTNA organized a drive among the small colonos against the sugar owners and used large enough to hold all the small colonos and the big Cuban sugar owners, inasmuch as the large Cuban sugar owners and small inland union postioned leaves demanded that the 1948 wages be kept intact.

The "illegal" organization made no demands on 1949 wages; their spokesmen released statements about the future prospects of the sugar industry, although they urged that the workers share the burdens with the mill owners. The field workers between the Cuban sugar industry, incidentally, make between $300 and $400 a year. The mills are largely owned by wealthy U. S. banking and financial interests.

The growing strength of the FTNA, despite efforts of the government, and the support of the sugar workers and small farmers of the FTNA to the government in a complete defeat for the policy of the government and the mill owners.

The "illegal" sugar union, having received the government's approval of its strike, on November 29th demanded that the 1949 wages continue through next year. On November 30th the government issued a decree to this effect, the strike sugar workers will be deceived by this kind of unionocracy. We must very much like certain U. S. trade union leaders who came in after the fight is over and won, and demand their cut.

Cuba faces a steadily deepening economic crisis. And the crackdown against the unions was described as the first step in shifting the burden of the coming depression to the workers through wage cuts and unemployment.

The FTNA has proposed an economic program for Cuba that would strengthen the domestic economy of Cuba and to this end represent upon the United States. At the present time the slightest economic disturbance in the U. S. is magnified tenfold in Cuba.

Cuban Sugar Workers Take Heart From West Coast Maritime Victory

WASHINGTON, D. C.—The Cuban sugar workers are up against a union opposition that Taft-Hartley, and their leader, Urnino Rojas, said, in the course of a recent meeting in Havana, that his members took heart and felt more confident of their own success as a result of the union's victory on the West Coast maritime strike.

Every trade unionist in Cuba was told in Havana that the ILWU victory was to be used as an example of the almost unbroken series of set-backs workers have been getting all over the western hemisphere. In Venezuela, Peru, Cuba, Brazil, as well as the United States, workers' organizations have been under steady attack all through 1947 and 1948. The victory of the West Coast maritime strike was the first break in a hemisphere-wide record of trade union defeats.

For the sugar workers of Cuba, January, 1948, will be always remembered as the month when their leader, Jesus Menendez, was shot dead by an army officer. The strike that led to his murder has been under steady harassment by the police and various government agencies. Their headquarters have been taken over, and their bank accounts and other assets seized. A "legal" sugar workers union, established by former Labor Minister Prio—now President of Cuba—and to this new organization the government has sent does hands to the CTC. Some 300 delegates, representing 300,000 CIO members, attended the sessions.

The "illegal" organization kept its leaders in prison offices in Havana, to leaving the police and the rural areas to the running of fighting the FTNA. Every week was marked by some instance of violence, attacks by goons and thugs, intimidation of local leaders, and the whole gamut of police interference with free trade unionism.

But the union carried on its work by making actual gains at the job—by day-to-day contacts with the workers and with the small colonos (or farmers) who grow the sugar cane, usually on land leased from the big, wealthy sugar owners.

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Strike Fund Donations Still Mount

SAN FRANCISCO—At the end of the membership drive, the ILWU international office counted a grand total of more than $22,000 donated to the strikers by unions and individuals.

Thousands more were donated to the port Joint Action Committees in money and groceries. The San Francisco AC, which reported $44,511.03 received, including an estimated $20,000 worth of groceries.

Here is a tally of the donations received by the International office since the last Dispatcher listing:

United Electrical, Radio & Machine Workers, Local 590, Cleveland, O. 4.5
U. & L. Local 475, Spring, Pa. 3.5
U. & L. Local 957, Detroit, Mich. 10
U. & L. Local 399, Bellingham, Wash. 10
ILWU Local 17, Sacramento, Calif. 100
ILWU Local 300, Cheyenne, Colo. 505.18
Printers, Local 54, Industrial Union, D.C., 52
Food, Tobacco & Agricultural Workers, Local 150, Chicago, Ill. 100
Electricians, Local 306, San Francisco, Calif. 25
United Farm Workers, Local 7, Akron, O. 6
United Workers, Local 11, Chicago, III. 25
United Farm Workers, Local 11, La Porte, Ind. 10
Amalgamated, Local 100, Detroit, Mich. 100
Brewery, Local 790, Detroit, Mich. 50
Fish Dealing, Local 416, Trumansburg, N. Y. 10
PHRMA Local 500, Bayard, N. Y. 10
Industrial Union of Mine, Mill & Smelter Workers, Local 1106, Cleveland, Ohio 10
United Furniture Workers, Local 50, New York, N. Y. 10
U. P. Local 417, Big Rapids, M. 3.5
Miscellaneous 136.21
Grand total to end of strike $37,677.47

The San Pedro, Cal., JAC bulletin said that the continuing support to the strikers came from the CHQ Newswatchers, who presented thousands of leaflets uptown, and turned over thousands of cans of canned goods they had saved for possible strike action of their own.

The UE and UFWA made big contributions to the strike fund in the same area.

In Portland, Ore., the Eagles Aerie No. 4 refunded two rent checks totaling $100 for the use of their tug (now at Local 6) to give relief to your needy families during the strike.

Strikers in Oakland, Cal., received $100 from Newell Walker, formerly of the Longshore Warehouse Local 6 there. Walker, now living in Berkeley, Cal., donated $100 to the ILWU sugar strikers in 1946.

Another outstanding show of support came from Local 6 members at Butler Bros. warehouse in San Francisco. They raised more than $500 for the strikers, though the real tally of support is in January and they will be out of jobs tomorrow.

Congratulations on the victorious end of the strike came from many quarters, including the General Confederation of Miners, the CIO and the State Council, the strikers and unions throughout the world.

Reid Robinson defended the progressive minority at the National CIO convention in Portland and reminded the delegates that CIO started as a minority in the AFL in 1935 when it demanded industrial unionism.

Indonesian Unions Act for Freedom

JOGJAKARTA (ALN) — The Indonesian Trade Union Federation (SOSBI) has issued a formal statement denouncing the government's lack of agreement between the Netherlands and the Indonesian republic that detracts in any way from the republic's sovereignty.

ILWU at Convention

Here are parts of ILWU delegations and some of the ILWU speakers at the Eleventh Annual California CIO Convention last week.

Eleventh Annual California CIO Convention

Sets Unity of Forces As Major 1949 Objective

LONG BEACH, Calif.—A hard-hitting legislative and organizing program, in which reunification of forces was a major goal, was adopted by the Eleventh Annual Convention of the California CIO Council here December 9 to 12.

James Daugherty was re-elected president and ILWU's BJorne Halling was re-named secretary-treasurer. Both were elected by acclamation.

Highlighting the actions of the convention were the efforts to restore unity. Specific steps were laid down by the resolutions committee to bring back the approximately 40 per cent of the state membership which has pulled out of the state body since last spring.

Drive Forward

Adopted without opposition was a unity resolution which said that the CIO membership in California will insist that President Truman, after the Congressional house-cleaning the people did on November 2, return to the New Deal. On this basis the California CIO is prepared to drive toward four major objectives:

Wage increases and assurances that those will not be nullified by continued inflation and profiteering.

Outright repeal of the Taft-Hartley law and re-establishment of the Wagner Act.

Enactment of the full civil rights program of President Truman.

Establishment of an improved social security system which will provide coverage for millions of people presently excluded.

In order to bring about the desired unity of the CIO in California, the unity resolution provided for:

Rank and File Work

1. Authorization to the Executive Board to set up a committee to meet with representatives of national CIO and national CIO-PAC groups in California to work towards the re-unification of the CIO.

2. Retention of the principle of autonomous rights of international and local unions affiliated to the state council.

3. Empowering the Executive Board to set a date for a dele-
gated state-wide unity conference in order to carry to a successful conclusion the program adopted by the 11th Convention of the State CIO.

4. Calling upon all CIO locals in California to set up rank-and-file committees to carry this program from union to union.

Goldblatt barked the major issues of the Convention. Top, left, some San Pedro Longshore Local 13 delegates in informal caucus. Center, a shot of the San Francisco Longshore Local 10 table. Bottom, some of the 17 delegates sent by the Bay Area Warehouse Local A. Shown at the rostrum microphone are, left, ILWU Secretary-Treasurer Louis Goldblatt, who reported on the waterfront strike victory, and ILWU Regional Director William S. Lawrence, who presided at some sessions; and right, ILWU's BJorne Halling, who was re-elected secretary-treasurer of the state council by acclamation, and Herman Stuyvelacs of San Francisco Clerks Local 34, who reported on his tour of Europe as part of the ILWU rank and file delegation.

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The 1948 Longshore Agreement

Save this supplement and keep it in your work bag. It will serve as your guide until the final contract, containing port working rules, is completed, ratified by referendum vote and printed in book form.

Note: Boldface type indicates new language.

(c) Four-Hour Minimum

Men who are ordered to a job and who report to work shall receive a minimum of four hours’ work or four (4) hours’ straight or overtime pay as the case may be. Men who report and are not assigned work or who quit shall only be paid for their actual working time.

When men are ordered to report to work, or are ordered back to work from a previous day, their pay shall commence when they report for work, but not earlier than the time at which they were ordered to report, and shall be paid for their actual working time except for meal periods, until they are dismissed. In case there is no work or the work does not last (4) four hours they shall receive four hours’ pay.

When men resume or continue work between the hours of 1:00 a.m. and 5:00 a.m. they shall receive not less than four hours’ pay at the overtime rate.

In applying paragraphs one and two of this sub-section the employer shall have the right to order back only such men and gangs as are necessary to finish the ship and to shift such men and gangs for the purpose.

(d) Nine Hour Maximum Work Shift

The minimum number of hours worked in any twenty-four (24) hour period commencing at 8:00 a.m. The day shift shall start at 8:00 a.m. except that the initial start may be made later than 8:00 a.m. The night shift shall start at 7:00 p.m.; provided that the Port Labor Relations Committees may, in any port, by mutual agreement after the night shift, start the time for such ship at 6:00 a.m. or 6:00 a.m. provided further that the initial start may be made later than the normal starting time but not later than twelve midnight.

The following are the extensions or exceptions to the (d) 9-hour shift:

(1) Travel time, whether paid or unpaid, shall not be included in computing the (d) 9-hour shift.

(2) A two (2) hour leeway shall be allowed, thus extending the nine (9) hour workday to ten (10) hours, when a vessel is required to finish, in order to shift from berth to berth.

(3) In order to finish a shift when sailing, additional hours may be worked, provided that the number worked in excess of eleven (11) hours shall be paid for at time and one-half of the then prevailing rate.

(4) The maximum nine (9) hour shift shall be extended to work a vessel in case of emergency, such as fire, or a leaking vessel in danger of sinking.

(5) When no replacements are available to the company. (d) 9-hour shift shall be computed and paid for in the same manner as the (d) 9-hour shift.

The employers shall have the right at their discretion to terminate the provisions of the foregoing paragraphs upon 5 days’ notice to the Union. If, by legislation or court decision, the obligations and rights of the parties to this agreement with respect to overtime under the Fair Labor Standards Act are changed, then the provisions of the foregoing paragraphs shall be subject to renegotiation.

SECTION 3. Scheduled Day Off

Each registered longshoreman shall be entitled to one full day (24 hours) off for each week. This day off shall be scheduled and fixed in advance and shall be regulated as follows:

(1) Employees who have completed a work week shall be scheduled for a day off each week for a period of three months.

(2) Local Labor Relations Committees shall arrange and direct the scheduling of days off in each port in accordance with the above provisions and in consideration of the needs of the port and men available.

(3) Days off shall become effective as soon as scheduled by the Labor Relations Committees.

The days off so scheduled shall remain in effect unless changed by the Labor Relations Committees.

SECTION 4. Holidays


(b) Election Day. On election day the work shall not be arranged as to enable the men to vote.

SECTION 5. Wages

(a) Wage Rates

(1) The basic rate of pay for longshoremen shall be one dollar and eighty-two cents ($1.82) per hour.

(2) All work in excess of five hours per day shall be paid for at time and one-half or two dollars and seventy-three cents ($2.73) per hour.

(3) Straight and overtime rates shall be paid according to the following schedule:

<table>
<thead>
<tr>
<th>Day Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 a.m. to 5:00 p.m.</td>
<td>$1.82</td>
</tr>
<tr>
<td>5:00 p.m. to 8:00 a.m.</td>
<td>$2.73</td>
</tr>
</tbody>
</table>

(b) Skill Differentials

In addition to the basic wage for longshore work as specified in Section 5(a), additional wages shall be paid as skill differentials for the types of work specified below. Except as provided by Sections 9 and 16, the skill differentials specified shall be the only skill differentials authorized to be paid.

The following skill differentials shall be subject to alteration or amendment.

**Note:** The above table and description of supplemental supplements have been shortened for clarity.
December 24, 1945

Contract - Continued

Penalty Cargo Rates

The Port Labor Relations Committees shall establish and maintain lists of Jitney Drivers, Lift Truck-Jitney Drivers, and they shall be dispatched as ordered.

The rate of pay for Jitney drivers shall be the basic longshore rate. When a Jitney driver is dispatched to drive Jitney, he shall be paid the difference between the rate for four hours minimum guarantee and the rate for four hours minimum guarantee. The rate of pay for a Combination Lift Truck-Jitney driver, when dispatched in this capacity, shall be 10 cents over the basic longshore rate for straight time and 25 cents for overtime. Combination men dispatched to the job, may be required to work both as Jitney and Lift Truck Drivers. When a Combination man is dispatched to work in this capacity, he shall be paid the differential for driving Jitney and Lift Truck, and shall not be replaced during the job by a man working at less than the combination rate.

(d) Penalty Cargo Rates

(1) In addition to the wages for longshore work as specified in Section 8(a), additional wages to be called penalty rates, in addition to the regular rates for cargoes, conditions of cargoes, or working conditions specified below. (See table at end of agreement.)

(2) The parties recognize that the list of penalties should be reviewed from time to time, because of the fact that since the last list was agreed upon, there have been many changes in the conditions of cargoes. Changes in the penalty list may be made by mutual agreement between the parties.

(e) Subsistence

The subsistence rates when payable shall be two dollars and twenty-five cents (2.25) per day and four dollars and twenty-five cents (4.25) per meal.

SECTION 6. Vacations

(a) Each member of the Waterfront Employers Association of the Pacific Coast agrees to pay a proportionate share of the vacation pay of each longshoreman working in any particular port, the amount of which shall be determined by the vacation to be fixed in accordance with paragraphs (b) hereof, and the individual shares of members shall be determined in the following manner:

(b) The individual employer shall be liable for a share of the vacation pay payable to each longshoreman working in each port in which the member has employed any longshore labor.

(c) Each member's liability for each eligible longshoreman shall be equal to the proportion of the individual member's total number of longshore hours worked for member in that port bears to the total number of longshore hours of work performed by all members in that port for the period specified in this vacation plan. It is the purpose of this vacation plan to provide for a reasonable liability for each employer and to provide for a liability from every employer paying in the vacation plan in proportion to every longshoreman in the port to which the employer has been liable for vacation pay under paragraphs (b) hereof.

(b) In any payroll year:

(1) Longshoremen who are registered and employed by an employer, in each calendar year in which they earned their vacation shall receive a vacation with pay, and the employer is required to provide them with a straight time rate, in addition to the following exceptions:

(2) Longshoremen who have worked 1344 hours or more in the previous payroll year shall be paid a vacation with pay, but in no case shall the vacation pay be more than 1344 hours in the previous payroll year.

(3) One week's vacation with pay shall be provided for each hour worked in the previous payroll year, and shall be equal to 80 hours at the prevailing straight-time rate and for two weeks' vacation with pay shall be equal to 80 hours at the prevailing straight-time rate.

(4) Each longshoreman shall be credited with hours of work performed for other employers subject to this agreement, but such time shall be included in one week's vacation if the vacation is earned in any other payroll year.

(5) A longshoreman's vacation pay shall be calculated on the basis of the longshore rate prevailing at the time of his vacation, unless during the second half of the vacation period, he shall have worked at least half of his eight hundred (800) or two weeks, vacation with pay shall be equal to 320 hours at the prevailing straight-time rate.

(c) Longshoremen shall be entitled to one week's vacation with pay, provided that the vacation period is no less than one week.

(d) All longshoremen who have worked 1344 hours or more in the previous payroll year shall be entitled to one week's vacation with pay, provided that the vacation period is no less than one week.

SECTION 7. Hiring Hall, Registration and Preference

(a) Hiring Hall

(1) The hiring of all longshoremen shall be conducted by the Labor Relations Committee of each port, operated jointly by the International Longshoremen's and Warehousemen's Union and the Employers.

(2) Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's and Warehousemen's Union shall pay to the Union, in lieu of representation by the Union in the selection of work, a uniform fee equal to the pro rata share of the cost of the Union's registration list or days of work, or the fair and reasonable value thereof, as may be fixed by the Labor Relations Committee.

(b) Non-Association employers shall be permitted to use the hiring hall provided they pay to the Association for the support of the hiring hall the equivalent of the uniform fee paid by Association members.

(c) The hiring hall shall be open to all men desiring work, but men not members of the International Longshoremen's and Warehousemen's Union shall not be permitted to select their jobs.

(b) Hiring Hall Personnel

(1) The personnel for each hiring hall, with the exception of Dispatchers, shall be appointed by the Labor Relations Committee of the port.

(2) The hiring hall employee shall be free to select his own men on the same basis as any member of the Association.

(c) Hiring Hall Dispatchers

(1) The personnel for each hiring hall, with the exception of Dispatchers, shall be appointed by the Labor Relations Committee of the port.

(2) The hiring hall employee shall be free to select his own men on the same basis as any member of the Association.

Note: It is understood and agreed by the parties that all working rules which were in effect prior to the date of this agreement, work shall be continued as directed by the employer.
of this agreement. It is also recognized that in accordance with the collection of all rules which are to go into the agreement prior to the assumption of the contract, it would speedily extend the strike. It is agreed therefore that until such time as the contract can be completed, and even before, the above Section should be construed as follows:

“Specific provisions of the agreement” shall include:

(1) Prescription written working rules which have been agreed to by the parties.

(2) Part Labor Relations Committee minutes which establish working rules.

(3) Written rulings of port agents which have been left standing until final.

(4) Applicable arbitration awards.

Until all arbitration awards not now superseded by this agreement are either rejected or incorporated into the final agreement, the remaining award shall stand, and the parties and the arbitrator to settle disputes, and such awards are not to be considered a part of the agreement, or supersede the agreement, the arbitrator shall be empowered to settle disputes governed thereby during this interim period.

(5) Working rules which although not in writing, have been recognized and agreed to by both parties, or if disputed can be substantiated as having been agreed upon by compelling evidence other than oral claim only in the absence of written working rules imposed by job action or the threat thereof since the agreement of June 16, 1947, are not to be considered even though they have been followed on the job.

(c) Exceptions for Health and Safety

No longshoreman shall be required to work in good faith he believes that to do so is to immediately endanger health and safety.

(d) Picket Lines

Refusal to cross a legitimate and bona fide picket line as defined in this paragraph shall not be deemed a violation of this agreement. Such picket line as one established and maintained by a union, acting in accordance with the ILWU longshore local unions, about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours, or working conditions of employees, a majority of whom are members of the collective bargaining agency. Collusive picket lines, jurisdictional picket lines, or certain secondary boycott picket lines, and demonstration picket lines may not be considered a bona fide picket lines within the meaning of this agreement.

SECTION 10. No Discrimination

There shall be no discrimination by any employer or by any employees as employed by the Employers against any registered longshoreman or any member of the Union because of union membership and activities, race, creed, color, national origin, or religious or political beliefs.

SECTION 11. Sling Load Limits

Limits for commodities covered herein shall be determined by the Employer and the longshoreman, except as otherwise provided hereinafter. The following standard maximum sling load limits for common commodities are hereby adopted:

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<th>Item</th>
<th>Sling Load Limits</th>
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The packages described in the foregoing Schedule for maximum load limits are for the standard sizes by weight and measurement usually moving. If any commodities named are found to be moving of a size or in weight and measurement different from that hereinafter moved, the maximum load limit will be reduced accordingly; if such commodity, by mutual agreement, from time to time as required.

It is agreed that the Employers will not use the maximum loads herein set forth for any purposes of interfering with or unreasonable speed-ups; nor will the ILWU resort to subterfuge to curtail production.

SECTION 12. Labor Saving Devices and Methods

There shall be no interference by the Union with the employer right to operate efficiently and to change methods of work, utilizing labor saving devices and directing the work through employer representatives while effectively observing the employment of Registered Longshoremen on the Pacific Coast;

(3) That the Employers and its members have not interfered with and are not interfering with the introduction of labor saving devices by Employers;

(4) That efficiency in longshore work has been materially improved as a result of the uses hereunder practiced.

(2) That such increased use has materially and adversely affected the earnings of Registered Longshoremen on the Pacific Coast.

SECTION 13. Safety

(1) (a) Recognizing that prevention of accidents is mutually beneficial, the representatives of both parties in interest thereto shall be as follows:

(1) The Union and the employers shall which are set forth in the existing Pacific Coast Marine Safety Code which shall be applicable in all ports covered by the agreement.

(2) The employers will provide safe gear and safe working conditions and comply with all safety rules, except as noted.

Penalty Commodities and Conditions of Work

Schedule A - Obligations of Employers

- Penalty Commodities

- Conditions of Work

Schedule B - Obligations of Employers

- Penalty Commodities

- Conditions of Work

(3) The Employers will maintain, direct, and administer an adequate accident prevention program.

(4) The Union will cooperate in this program and adopt such accident prevention measures which will influence its members to cooperate in every way that will help prevent accidents and minimize injuries when accidents occur.

(5) The employees individually will cooperate with management in the carrying out of the accident prevention program.

(6) To make effective the above statement, and promote an adequate accident prevention, employer-employee committee shall be established in each port. These committees will consist of equal number of employer and employee representatives at each level. Each category of employees shall be divided into classes, the directors shall be represented. Employers representatives should be from the supervisory level. The purpose of the
committtees will be obtained the interest of the men in accident prevention by making each man a member in each part in the program, to direct their at- tention to the real causes of accidents and to profit by the committtee's edu- cation of the knowledgeable work of prevention and all injuries to men on the job. It is further intended that this program will produce mutually practical and effective recommendations regarding corrections of accident pro- ducing circumstances and conditions.

SECTION 14. Grievance Machinery
(a) Procedure for settling
(b) All disputes arising under the job shall be processed in the following manner:
(1) The (2) The parties shall all immediately, and establish, and maintain during the term of this agreement, a Port Labor Relations Committee for each port affected by this agreement, an Area Labor Relations Committee for each port area, and a Coast Labor Relations Committee for the entire port. If the Port or Area Labor Relations Committee cannot agree, to the exclusive determination of the dispute; pro- ceeds of the grievances shall be provided in the next paragraph. In the event that the Port Labor Relations Committee does not agree to any question before it, such question shall be submitted to the Area Labor Relations Committee for decision. In the event that the employer and union members of the Area Labor Relations Committee do not agree to any question before it, such question shall be submitted to the Coast Labor Relations Committee for decision. In the event that the parties fail to agree upon any question before it, such question shall be submitted to a Coast Labor Arbitrator to be selected at the request of either party to the agreement. If the parties fail to agree upon the selection of the Coast Labor Arbitrator, the arbitrators shall have jurisdiction to decide any and all disputes arising under the agreement.

(b) Arbitrators and Awards
(1) The parties shall immediately se- lect an arbitrator for each of the said four ports and a Coast Arbitrator. If the parties fail to agree upon an Arbitrator or upon the Coast Arbitrator, he shall be appointed by the President of the United States of Labor. The several arbitrators shall hold their meetings at the call of either party. If any arbitrator shall at any time be un- able or refuse to act, the parties shall agree upon the selection of another arbitrator. The same procedure shall govern the selection of his successor or sub- mittee.

(c) Powers of arbitrators shall be lim- ited to the interpretation of the provisions of this agreement. Subject to the limitations contained in this section, any question subject to review by the Coast Arbitrators, the arbitrators shall have jurisdiction to decide any and all disputes arising under the agreement.

(d) Awards rendered shall be based upon the showing of facts and their ap- plication under the specific provisions of the agreement. In cases of partial con- flict with this agreement, and the Coast Arbitrator shall have the power to pass upon any and all objections to their jurisdictions. Any award shall be final, and the parties sign, the same procedure shall govern the selection of his successor or sub- mittee. The arbitrators shall have the duty of enforcing their awards and shall have the power to pass upon any and all objections to their jurisdictions. Any award shall be final, and the parties shall be bound by the same.

(e) Discharges
(1) The Employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this agreement.
(2) Such longshoremen shall not be dismissed by such Employer until an order or make a prima facie showing that the discharge was for inefficiency or insubordination.

(3) Longshoremen shall not be dis- missed by such Employer until an order or find him guilty of stoppages of work, re- fusal to work in accordance with the provisions of this agreement, or shall leave the job before it is relieved in any case, or who shall be found guilty of pilfering or crossing of work or preservation becomes ef- fective, and only while such provision is effective.

Negotiations shall be carried on for a period of 120 days or until agreement is reached. If agreement is not reached by the end of the 120 day period the above substitute provisions shall be in effect. In the event that any outside author- ity of maintaining the relationships of the parties hereto and by action of the joint committee longshoremen found guilty of stoppages of work, re- fusal to work in accordance with the provisions of this agreement, or shall leave the job before it is relieved, or who shall be found guilty of pilfering or preserving becoming ef- fective, and only while such provision is effective.

In the event the above substitute provisions shall be in effect, negotiations shall be carried on for a period of 120 days or until agreement is reached. If agreement is not reached by the end of the 120 day period the above substitute provisions shall be in effect. In the event that any outside author- ity of maintaining the relationships of the parties hereto and by action of the joint committee, or in any other substitute provisions which may have been agreed to in negotiations the par- ties agree to resist such action. If never- theless the provision shall be nullified in whole or in part there shall be further negotiations for a period of not less than 120 days in an effort to agree upon new substitute provisions which comply with the above substitute provisions. A new agreement is reached within the 120 day period or in the event any agreement is reached, any dispute shall be final and binding upon all parties. Dis- cussions shall be in writing signed by the Arbiter and delivered to the respective parties.

(4) All expense of the several arbitrators and their respective components or salaries, shall be borne equally by the parties and shall be paid without delay. In the event of a dispute arising through negotiation in fifteen (15) days after the date of discharge, the Coast Arbitrator, the award to be rendered by the date agreed upon and become effective in the event of the parties hereto and by action of the joint committee. The amount of such conduct may be suspended or dropped from the list of grievances.

All parties shall be notified by the Employer, and in order that the action or inaction of such party, the agreement has been amended, modified, changed, altered or waived except as otherwise provided in the next paragraph. In the event of no agreement is reached, the applicable arbitration awards not super- vised by the arbitration, the arbitrators shall have jurisdiction to decide any and all disputes arising under the agreement.

Provided that in the case of a first offense, suspension for 15 days; succeeding offense, sus- pension for 30 days; succeeding offenses, minimum penalty, 90 days' suspension, maximum penalty, discretionary.

Nothing in this section shall prevent the parties from mutually agreeing upon other means of settling grievances, provided that such means shall be mutually agreed upon and written into the agreement. The suspension for 15 days; succeeding offense, sus- pension for 30 days; succeeding offenses, minimum penalty, 90 days' suspension, maximum penalty, discretionary.

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**The Parable of the Three Witnesses**

BY THE CIVIL RIGHTS CROWN OF GRESS OF SAN FRANCISCO.

Three witnesses are operating in this situation. The first witness, who is on trial in Massachusetts in 1890. The names are Thomas Committee, the lawyer, and the Committee, Canawey Com- mittee.

For many years the modern witchhunters have been attack- ing the Union, trying to freeze out the Labor movement. I have an honor roll among my cases in which I served as an attorney. I have a long list of those attacked reads like an honor roll of American labor attorneys. The names are prominent: Franklin Delano Roosevelt head- ed the list.

Recently witnesses before these witchhunting committees have refused to answer questions. "Are you a member of the Communist Party?" People are wondering why.

**First Witness**

"No. I am not a member of the Communist Party," the First Witness answered. He wasn't a Communist. He had answered the question as truthfully as that should finish it. But no; now he was at it again.

The Committee brought on its high-powered expert, "How many persons had testified in the shape-up," $50 a day; what the movies pay an extra who "walks in." The "walk-in" line was, "He is a Communist." The witness answered. He wasn't a Communist. He had answered the question. He was in the record as fact, and that was that.

**Committee Proves**

Still reeling from the terrific blast of newspaper publicity, First Witness received another blow. He was indicted for perjury.

This is exactly what happened to John CAughlin, Seattle alter- ego of the Committee. He was the attorney representing the Exposing of the State- ment of Washington's notorious Canawey Committee. They asked him if he was a Communist. The Committee turned in a sample of professional smear-artists and forced CAughlin's indictment.

Fortunately, the judges realized what kind of persons had testified against CAughlin. They acquitted him.

Sometimes that happens. Sup- pose First Witness, like John CAughlin, was lucky enough to get a fair jury, and an acquittal on perjury charges. Does that mean the other witnesses will abide by the decision of the jury? Unfortunately, no. Consider the case of Harry Bridges, president of the ILWU.

MISTAKE IS CLEAR

Bridge was clear of all charges in several investigations by the Labor De- partment. Were the witchhunters satisfied? No. When he was arrested for deportation and an- swered the charge of being a Com- munist, he was the witchhunters' new target. He was thrown from the very shore of evidence against him was thrown out by Dean Landis, the director of the Labor Department.

School, were the witchhunters ready to go. John CAughlin, Seattle alter- 

gone. He did not fight for the com- 

gen, had made a mistake. He had thought that the Committee had found all the "facts" that it wanted in its investigation. He didn't question the story of its paid perjurers. But the witchhunters of progressive organizations are Communists, and that's the point. The witchhunters, the Communist Party, and run the country.

BACK STOOLIES

First Witness had not under- stood his question. Would he not admit that his professional stoolpigeons lie. This is true for what? For what? For what these paid witnesses never give a reason. They are based on their unsupported word. Second, one stoolpigeon may name a hundred people as Communists. If he lied in the period of one, it is reasonable to believe that he lied about the others. Third, the character of the man, who is a Communist (labor spying, jewel robbery, etc.). The Committee does not let the witness expose the inner nature of the witness. Consequently if the stool- pigeon smear a witness, the witness is a Communist, but the witness denies it. And it is a vicious game that the stoolpigeon and the witness has to face a perjury prosecu- tion.

**Second Witness**

"Yes, I am a member of the Communist Party," answered the Second Witness. There is no member of the Communist Par- ty. He answered that he was a Communist. He thought, he heard, he guessed, that he was a Communist. He was a Communist. The Second Witness had more to say. Said he to the Committee, "You're not going to get me. I'm a clay pigeon out of me as you did with First Witness and Second Witness. If you answer your ques- tion 'Yes' you will try to make a stoolpigeon out of me. Why ever my answer is 'Yes' or 'No?'" You will make me less of a person, that my family will be persecuted, organisations to which I belong will be attacked, and prejudice MCM or the motion picture industry generally.

**Third Witness**

"No, I refuse to answer the ques- tion," said the Third Witness. "Why's that, you say it was illegal and disrupts our plans. I refuse to answer the question. I will make you judge and conduct, prejudice MCM or the motion picture industry generally.

4. Did MCM by its conduct to- day in Hollywood, when it was hearing waive the right to suspend him?

On the first three questions the jury replied the answer was no; in the last question, the ILWU waived its right to suspend its members.
A part of the rush of longshoremen who reported to the San Francisco hiring hall of Local 10 the morning of December 6, first day of the return to work.

**Army Finks**

ILWU officials in San Francisco and Whidbey Island were busy seeking to get the Army to return to its prestrike policy of hiring longshoremen, through the union and stop using civilians recruited during the strike.

William Glazier, ILWU Washington representative, met last week with Secretary of Labor Maurice Tobin to get this situation ironed out up in the top echelons of Army and Navy brass. The Navy has used civil service hall longshoremen on work at the Oakland Naval Base for some time since the end of the war. It is hoped that a common policy can be worked out which will remove causes of constant friction along the Pacific Coast waterfron in the relations between the ILWU and the Armed Forces.

**JAC Tells Story of the Men Who Won the Strike and How They Won it**

SAN FRANCISCO — A lively summary of the events of the recent Pacific Coast maritime strike was given by William Glazier, ILWU Welfare and Marine, and the Marine Cooks and Stewards Union was published December 18 by the Joint Action Committee of the Port of San Francisco.

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In addition to giving a resume of the negotiations prior to the strike, the JAC leaflet tells how the strike was organized and how the picketing was turned to its prestrike policy of hitting longshoremen, through the union and stop using civilians recruited during the strike. Glazier and the ILWU Welfare Committee, and the committee's duties were carried out by the distribution of the JAC leaflet.

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INFLATION SPEEDED trial heart of Europe has cut off richest coal fields in Europe. All cheap German coal.

The volume of coal exported from these mines has been less than previously. For example, the U. S. ports to the transportation cost to French ports of American coal from Poland or the U. S. is much lower. However, the high price of U. S. coal sets the floor for coal.

The key fact is that the Marshall Plan, which was launched in 1948, has been a success in rebuilding Germany and reforming industries, and it has helped the European continent. However, the U. S. continues to produce and export coal to France, which is used as a fuel for industrial production. However, the high price of U. S. coal sets the floor for coal.

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**Labor School Drama Tells Of Fair Play**

The companies raised their original offer of 3 to 8 cents in the industry's package proposal. A total of 1,821,320 civilian em-

**French Miners Ask U. S. Labor for Holiday Aid**

The ILWU has received an appeal from the French Miners Union for donations for the miners' families who will be fortunate if they get the meager meal to which they are ac-

**Kagel Picked as Coast Arbitrator**

A resolution was presented to the convention to increase the per capita tax from national unions to the National CIO from 5 cents to 10 cents, for this purpose:

1) Organizing the unorgan-

2) Increased costs in maintain-

The ILWU delegation was not opposed to the principle of an increased National CIO tax, but asked for facts on the question specifically, but stated that such reports are given regu-

**Report from Portland**

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**Pine Talks Continue In Honolulu**

Of Fair Play

boat charter from the Maritime Commission or they would be willing to accept the 50-50 split of bulk cargos be-cause the U.S. seaman receives wages

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