

LONGSHORE LABOR CONDITIONS IN  
THE PORT OF BOSTON

Part I

by  
Earle F. Hiscock  
Course XIII-C

1932

✓

May 24, 1932

Professor A.L. Merrill  
Secretary of the Faculty  
Massachusetts Institute of Technology  
Cambridge, Mass.

Sir:

In partial fulfillment of the requirements  
for the Degree of Bachelor of Science, I here-  
with submit the following thesis on: "Longshore  
Labor Conditions in the Port of Boston."

Respectfully,

**Signature redacted**

Course XIII-C, 1932.

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ACKNOWLEDGMENTS

To Mr. Leonard and Mr. Hall of John G. Hall and Company, Mr. Levins of the American-Hawaiian Line, Mr. Hagarty of the Cunard Line, Mr. Birmingham of Quinn Brothers, Mr. Hourihan of the Jarka Corporation, Carl Morrison, Editor of Port News, Mr. Prior, Mr. Gilbert and Captain Higgins of the American Stevedoring Company, Captain Palfrey of the Cunard Line, Mr. Smiddy, Mr. Doolin, Mr. Mullen, Mr. Fitzgerald and Mr. Donovan, together with unknown members of the I.L.A., and to Professor Chapman and Professor Jack I am indebted for information and assistance in preparing this thesis.

May 22, 1932

Earle F. Hiscock

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## INTRODUCTION

Purpose. The purpose of this thesis is to show the existing conditions in longshore labor, the effect of the relations now existing between steamship operators, stevedores and the unions, and the possibilities of improvement of these relations in order to produce a more efficient port.

Scope. The scope of this thesis shows conditions from 1924 to the present in the longshore labor unions of Boston. It does not deal, except in a general way, with conditions on coastwise lines. The emphasis is placed on deep water ships and the unions which control the longshoremen who handle cargo for these ships.

METHOD

The method of securing information with which to write this thesis was by interviewing operators, stevedores, union officials, longshoremen and all parties found to have information. Little or no material was obtained by any other method except as noted. The bibliography will be found in the Appendix.

TERMINOLOGY

"Operator" when used in this thesis includes all steamship companies and steamship agents.

"Stevedore" is used in the sense that it is generally used in the Port of Boston, meaning a "contracting stevedore" who employs longshoremen to discharge ships. He pays the men and contracts with the steamship company to handle the cargo on their ships.

"Men" where used refers to longshoremen.

Longshore labor as applied to the discharging of cargoes from ships began to be used when the steamship came into the offshore trade. Before 1880 when steamers, due to their extremely high fuel consumption, were only suitable for short voyages, the deep-water trade was nearly all carried in sailing ships. The very nature of a sailing ship requires her to carry a large crew. From time immemorial this crew had been utilized to discharge the cargo when the ship reached port.

After 1880 however, the development of the triple expansion engine and the use of higher pressure on steamers brought about a considerable economy in their operation. They then started to compete in a serious way with sailing ships in the carrying of the world's raw materials and commercial products.

The steamer with her crew of "marine mechanics" on deck and the "black gang" below had no way of discharging her cargo when she reached port. Her owners were forced to call on men from the waterfront or "beach" to get the cargo out of her and a new lot loaded. Thus longshoring started. Originally longshoremen were recruited from sailors waiting for a ship who wanted to



pick up a little money and from the harbor workers who are found at any large port, lightermen, warehousemen and the like.

Gradually, however, as the steamer established her superiority there was created a class of workers who depended on the work of discharging and loading ships for their livelihood. It is of the conditions and problems among these men and their employers that this thesis will deal. For this reason it may be well to describe the work of the longshoremen.

Nature of Work. The longshoreman works not alone as an individual, but as a member of a gang. In transferring ship's cargo to the pier and vice versa, the workers are arranged into gangs usually consisting of three groups, each of which has a definite function. Of these three groups one works on the pier, one on the deck of the ship, and the third in the hold. When discharging, the men in the hold "break out" the bags or boxes from their place of stowage, carry them to the center of the hatch, and place them in drafts or slings. At the signal from the hatch tender, the winch operators start the upward journey of the sling from the hold to the deck, then to the side of the ship, and finally onto the apron of the pier. There the sling may be

landed on a four wheel truck or a power platform and at once taken to the proper place on the pier where it is piled away, or it may be landed on the floor of the apron, the sling undone and the individual pieces placed on two wheel trucks and taken to their various destinations on the pier. Either of these two latter operations completes the work generally assigned to longshoremen.

These are the most simple operations involved in loading or discharging cargo. It is obvious that the methods vary considerably with the port, pier, and type of commodity handled. At some piers only two wheel trucks are used, at others, only four wheel platform trucks. In New York the particular method employed in transferring loaded slings from ship to pier and vice versa is known as the "Burton" system. In Philadelphia and New Orleans a variation of this is used and is called the "whip", while on the west coast another variation is used which is known as the "married" or "union" fall. Sometimes cranes or conveyors are used and the winches are dispensed with altogether.

Whatever the system employed, the longshoremen are required to handle and often to lift the individual pieces of cargo. A glance at the following fragmentary

list of commodities will serve to make the fact clear that the essential requirements for the job of a longshoreman are a mighty arm, a hard muscle and a large strong back.

<u>Commodity</u>	<u>Container</u>	<u>Weight</u>
Flour	Bag	100-150 lbs.
Coffee	Bag	135-200 lbs.
Porto-Rican Sugar	Bag	250 lbs.
Cuban Sugar	Bag	330 lbs.
Cotton-seed and Linseed Cake and Meal	Bag	200-300 lbs.
Nitrates of Soda	Bag	200-300 lbs.
Sulphates	Bag	200-300 lbs.
Other Fertilizers	Bag	200-300 lbs.
American Cotton	Bale	500 lbs.
Egyptian Cotton	Bale	750 lbs.
Crude Rubber	Bale	224 lbs.
Lubricating Oil	Barrel	500 lbs.
Tobacco	Hogshead	500-1000 lbs.

The question of the amount of skill and brain power involved in a longshoreman's work is not answered simply. In the first place, no apprentice system exists in longshore work, and the new worker (the "stiff" as he is commonly called) is placed in the gang on an

equal basis with the other men and at equal pay. Although it takes time to learn how to handle a two wheel truck, the work can hardly be called skilled. Nevertheless, the handling of the ship's winches and the stowage of the cargo in the ship's hold are jobs which require several years of constant application, particularly since the latter includes the sense of responsibility involved in placing the cargo so as to make the best possible use of space and to insure that no damage be done to either ship or cargo during the crossing. This part of the longshoreman's work is undoubtedly skilled labor and should be classed as such.

Conditions of Employment. The longshoreman can obtain work only when the ship is in port for the purpose of loading or discharging cargo. The more ships there are in port, the more jobs there are for the longshoreman. Storms delaying sea traffic mean a period of unemployment for the longshoreman during the delay, followed by a rush of feverish activity to make up for lost time, and to enable the ship to sail on schedule. Some ships arrive and leave the port the same day, some leave after a stay of only a day or two, others after a week or longer. Sometimes ships straggle in

one by one; sometimes they come in numbers. Moreover, at certain seasons of the year there are apt to be more ships and cargo than at other seasons. Obviously all of these fluctuations in shipping effect the job of the longshoreman.

The shipping companies or the contracting stevedores doing the work of discharging and loading ships are seldom in a position to know in advance how long the actual loading or discharging will last or how many men they will need for this work. Hence there has developed the system of hiring the longshoreman by the hour and hiring him only where and when actually needed. When a ship arrives in port only a few men may be put to work at first to rig up the masts, open the hatches, set up the gear, etc. After this is done more men are added until the work of discharging is over and loading begins. Then suddenly it may develop that not enough cargo has been assembled on the pier to occupy all the hands engaged, and the entire crew of longshoremen is dismissed until a day or two before sailing time when the men must work night and day to complete the loading and release the ship on schedule time. These are the conditions of the longshore industry which deservedly place it at the head of the list of casual industries.

The picture presented above applies equally to all ports in the United States, but when attention is turned to the problem of employment of the labor, the methods of hiring and the systems, if any, of adjusting the supply of longshore labor to the demand, the situation becomes more complicated. In general, however, and this applies to European ports as well as those in the United States, two groups of ports can be distinguished; those at which no attempt has been made to regulate the supply and demand of longshore labor, and those at which the difficulties and casualness of the industry have been recognized and various schemes adopted to adjust the supply of longshore labor to the varying needs of the port. In the first group belong the majority of ports in the United States: Seattle, Portland, Oregon, and Los Angeles, are the only ports in this country which belong to the latter group, usually known as decasualized ports. In Europe, particularly Great Britain, nearly all the ports have been decasualized.

Conditions at Ports not Decasualized. A port which has not been decasualized has no definite system of informing the workers as to the exact date or hour the ship will dock at the pier. In the days of the

saloon notices of arrival were posted on bulletin boards especially kept in the saloon for that purpose. In several ports today blackboards are placed in pool-rooms, soft drink establishments, cheap restaurants, and other such places near the waterfront where the longshoremen are known to congregate between spells of work. The more literate longshoremen also follow the reports of ship movements in the daily papers, English or foreign. Finally the news of the ship's arrival is transmitted by word of mouth from the ship foremen to the gang leaders and from them to the men.

In no case, however, is there the slightest indication given as to the amount of cargo to be handled or the number of men to be engaged. The longshoremen never know whether they will be employed at a given pier and when they are hired they do not know how long their work will last. Three times a day, and in some ports even oftener, the workers must congregate at the entrance to the pier where the hiring foreman selects the men wanted for the job. This gathering of longshoremen seeking work at the pier is known as the "shape."<sup>11</sup> The following description of a "shape" is taken from page 313, Volume III, of Henry Mayhew's book London Labor and the London Poor published in 1861:

"He who wishes to behold one of the most extraordinary and least-known scenes of this metropolis, should wend his way to the London Dock gates at half-past seven in the morning. There he will see congregated within the principal entrance masses of men of all grades, looks, and kinds.

"Presently, you know by the stream pouring through the gates and the rush toward particular spots, that the "calling foremen" have made their appearance. Then begins the scuffling and scrambling forth of countless hands high in the air, to catch the eye of him whose voice may give them work. As the foreman calls from a book the names, some men jump up on the backs of the others, so as to lift themselves high above the rest, and attract the notice of him who hires them. All are shouting. Some cry aloud his surname, some his Christian name, others call out their own names, to remind him that they are there. Now the appeal is made in Irish blarney - now in broken English. Indeed, it is a sight to sadden the most callous, to see thousands of men struggling for only one day's hire; the scuffle being made the fiercer by the knowledge that hundreds out of the number there assembled must be left to idle the day out in want. To look in the faces of that hungry crowd



is to see a sight that must be ever remembered. Some are smiling to the foreman to coax him into remembrance of them; others, with their protruding eyes, eager to snatch at the hoped-for pass. For weeks many have gone there, and gone through the same struggle - the same cries; and have gone away, after all, without the work they had screamed for."

Every pier of any importance in the port thus becomes a center for the hiring of longshoremen. Some piers, particularly those of the regular passenger and freight lines with a more or less definite schedule of ships arriving and departing, have a larger following of longshoremen than the other piers which have only a ship now and then. It therefore not infrequently happens that certain piers have an oversupply of longshoremen looking for work, while others find themselves short of labor. While the longshoremen are wandering from pier to pier in search of work with no means of knowing at what pier men are needed, the employers who are short of men are equally at sea as to where efficient men can be had. Both employers and longshoremen suffer from this failure to make connections, but there is no machinery available to correct this paradoxical condition of a large oversupply and a shortage of labor existing at the

same time. The "shapes" are usually formed at all piers at the same hour and when the selection at any one pier has been completed it is too late for those who are left to look for work at another pier.

The casual character of the longshore industry is thus rendered more acute by the practice of making each pier an employment center with its own problem of supply and demand of labor. Each employer aims to have at his pier as large a number of longshoremen as he may need to satisfy the demand on the peak days of shipping; also, to enable the foremen to select better men. The foremen, therefore, look with disfavor upon and may actually refuse work to longshoremen known to participate in the "shape" of another pier, even though only occasionally. Each company thus creates an individual reserve of men, and these reserves when combined constitute a total very much in excess of the actual number of workers needed even on the busiest days of the port.

Irregularity of hours of work is one result of the casualness of the longshore industry and the irregularity of employment. There is no such thing as "regular hours" in the longshore industry. Even where the workers "shape" regularly only once or twice a day, the hour of "shaping" has no direct bearing on the actual

hours of work. Ships arrive and leave the port at all hours of the day and night, and the work of longshoremen also begins and ends at all hours of the day and night. Because of the difficulty of getting a job and the uncertainty of its duration, the individual longshoreman remains at work as long as his endurance lasts, or the foreman permits him to remain. Stretches of twenty to thirty hours of uninterrupted work, except for the short meal periods, are not unknown even at the present time in the ports of New York, Philadelphia, Boston and Baltimore. Even longer stretches of work may be found in New Orleans, Galveston, and Houston in the peak of the cotton season.

Days or weeks of enforced idleness, followed by periods of equally enforced hard labor, are reflected in the weekly earnings of the longshoremen. Even those who are most favored by the foremen and who can be regarded as permanent employees in the sense that they work at one pier only and are given the preference whenever work is available - even they show extreme variations in their earnings from week to week, and some weeks they may have no earnings at all. As to the others, who constitute by far the larger body of longshoremen, those working a day at one pier, half a day at another

pier, half a night at still a third pier, and perhaps another day or night at the first or second pier, their earnings are so irregular that it is altogether impossible to measure them with any degree of approximation.

Briefly, the characteristics of a port which has not been decasualized, are:

1. A large, highly immobile body of workers scattered over the entire water front and ignorant of the actual time and place where work is to be had.

2. A large number of individual employers each aiming to create as large a reservoir of labor as he may need to satisfy his maximum demands, thus increasing the total supply of workers to a number far in excess of the demands of the entire port.

3. Complete dependence of the job of the longshoreman on the good will of the foreman and on chance.

4. Conditions of hiring longshore labor which, because of the autocratic power concentrated in the hands of the foreman, pave the way for unfair practices.

5. Periods of enforced idleness, alternating with long stretches of hard labor.

These are the conditions under which the longshoremen of Boston have worked. That Boston has all the characteristics of a casual port will be shown in detail

after a short review of English Unionism.

Unionism in the longshore industry was not regarded as possible by employers for they felt that the "degraded dockers," to quote these same employers when giving a report before the Lords' Committee in England in 1886, who, recruited as they were from the failures and off scourings of other industries, would never be capable of united action. How wrong they were, for in the next two years one Tillett, an organizer of no incapability started a strike in Tilbury Docks (London) which was one of the most extraordinary strikes England ever had. Starting locally on August 12, 1889, as an obscure local dispute in the S.W. India Dock, it spread like wild fire. The demand was for an increase of pay from 5 d. to 6 d. per hour and 8 d. per hour after 6 P.M. with a guarantee that no man should be engaged for less than four hours' work. The whole port went out. The employers were desperate. On their side however, there was considerable disorganization, and after four weeks the strikers had won every point.

This strike was the beginning of the consolidation of the Union throughout England and of a long fight for higher wages and better conditions. Liverpool struck in 1890. In 1910 the Transport Workers

Federation was formed but met with only partial success. The following years until 1914 were marked by terrible strikes and disorders, much rioting and loss of life. The Union lost their discipline and corporate loyalty. The leaders were forced, due to decreased confidence of employers in their ability to control, to neglect any proposals for decasualization, and instead keep the peace by further agitation for higher wages.

In 1913 the London Union was involved in a long and disastrous strike. The Government stepped in, but to no avail, for the bitterness between employers and men was too great. The Committees appointed did, however, find that "something" was gravely wrong between employers and men "! The strike was fought to the bitter end, the employers remaining inexorable.

Strike breakers were employed. The men were forced to return to work on whatever terms they could get. The terms were very severe.

The Unions had hardly recovered from this defeat when the war began. The end of the war found dock labor in England highly unionized. Then in a period of falling prices the Unions struggled to retain what they had gained for their men and were reasonably successful. In

1919 the work on decasualization started in England with Lord Shaw's inquiry into dock labor matters under the Industrial Courts Act.

The Unions had never made decasualization a prominent part of their program, although their experience had shown them that increased wages do not bring regularization of employment. This does not in itself detract from the achievement of the men in England and the United States alike, who by years of patient effort and in the face of constant disappointment, have succeeded in building up a corporate body from what seemed to be almost hopeless material. The Unions have, in this country and in England, lacked discipline and broken agreements, but they have repeatedly shown courage and endurance. It is clear that demoralization of casual labor has not destroyed loyalty, and that the Union, if helped in the right direction, may be able to lead its members to reforms which will earn it the earnest respect of the public and the employing class.

With these considerations in mind, the presentation of conditions in the Port of Boston must be viewed. According to the best information available longshore labor unions were organized in Boston in 1847. In 1912 the men were being paid thirty cents an

hour. They struck in the fall of that year for thirty-five cents but the strike was broken in five weeks by use of strike breakers. In 1913 the Boston locals joined the International Longshoreman's Association which had been organized a few years before. They were, the same year, voluntarily given thirty-two cents an hour by the operators. In the next few years the wage was pulled up to thirty-five cents. During the war when all wages went zooming the longshoremen received sixty-five cents an hour. After the war the wages were raised to seventy-five cents an hour by concerted effort on the part of the Union, but dropped back to seventy cents during the depression of 1921. From then on wages gradually rose to eighty cents an hour in 1925. Thus in 1925 the story starts with a wage of eighty cents an hour, but before passing on to the year 1926 the origin of the limited sling-load had best be given, for it has long been the cry of operators in the Port that this more than anything else was responsible for friction and slow turn-around of ships.

Evidently it originated in England when Mr. McHugh, the first secretary to thirty-four branches of the English and Scottish Dock Workers' Union



formulated the policy of "ca-canny" In his report for 1891 he refers to that method as:

"The common sense commercial rule which provides a commodity in accordance with the price. The employer insists on fixing on the amount he will give for an hour's labor without the slightest consideration for the labor; there is surely therefore nothing wrong in the laborer, on the other hand, fixing the amount and quality of the labor he will give in an hour for the price paid by the employer. If employers of labor or purchasers of goods refuse to pay for the genuine article, they must be content with shoddy and veneered values. It is their own orthodox doctrine which they urge us to study." - From Report on the results of a special inquiry into the conditions of labor at the Liverpool Docks.

"Ca-canny" or restriction of output has been in force by deep-water longshoremen in the port of Boston for thirty years at least. They refuse to hoist more than one half a ton or 1000 pounds per draft. This was, in effect, an unwritten law. In the years before the war the men were not so particular about exact weights and would not quibble if a few hundred pounds extra was added occasionally. For example, in the case

of articles weighing 600 pounds, they would put two in a draft without argument. However, the limited slingload gave the port a reputation for slow and expensive turn-around for ships and made it extremely unpopular among steamship operators.

However unpopular the port may have been, no organized effort was made by steamship companies using the port to abolish a practice which carried the "cannny" policy to an extreme. In 1925 the conditions were becoming impossible from the operator's point of view. The men were becoming more and more exacting regarding the weight, and absolutely refused to hoist more than 1000 pounds with the 10 percent variation either way. Consequently in the fall of 1925 when the steamship operators and contracting stevedores committee met the union delegates in order to sign a new agreement for the year 1926 they tried to do away with the limited slingload and have the weight left to the discretion of the stevedore. How far they got with this is best shown by the following minutes of the meetings which took place at that time.

MINUTES OF A MEETING OF THE STANDING COMMITTEE HELD  
IN THE COMMITTEE ROOM OF THE BOSTON GRAIN AND FLOUR  
EXCHANGE, WEDNESDAY, OCTOBER 14, 1925 AT 2:00 P.M.

-----  
PRESENT

Mr. Charles Stewart  
Mr. Sorge  
Captain Purdy  
Mr. Timothy Quinn  
Mr. E.S. Booth  
Mr. John Wylde, Jr.  
Mr. Moffatt

Mr. Charles Stewart in the Chair.

The Chairman called the Meeting to order. As  
the International Longshoremen's Committee were in  
waiting, they were admitted, the following making up  
the Delegation:

Mr. William F. Dempsey, General Sec'y. of the I.L.A.  
Mr. Joseph F. Conley, Business Agent of Local 1066

Mr. John Doolin  
Mr. Edward Kirby Representing Local 799, I.L.A.  
Mr. John McCarthy

Mr. John P. Mullen  
Mr. George W. Brady Representing Local 800, I.L.A.  
Mr. Philip J. Lydon

Mr. Joseph P. Smiddy  
Mr. Alexander Morgan Representing Local 805, I.L.A.  
Mr. Joseph Taft

The Chairman pointed out to the Delegates that  
the men were not doing the work that they should do, as  
tonnage results showed, and stated that the Operators

felt that there should be a decided improvement. He further stated that this complaint was not at the Instance of any particular Line or Stevedore, but was a general complaint of all the Operators in the Port. The Chair then specifically mentioned:

Sling-loads. After a lengthy discussion with the men, the Chairman offered a proposition to them that on drawing up the new Agreement, it should be agreed that the minimum number of men in a gang be increased to eighteen, in consideration of which the weight of sling-loads was to be left to the discretion of the Stevedore, and the Foreman authorized to employ what extra men were necessary to keep the fall working. While this proposition did not meet with favor from the Delegates, they agreed to take it back to the men for consideration.

The Meal Hours were then discussed. The Chairman asked for a reduction in the evening meal hour to one hour, commencing at 5 P.M., the men returning to work at 6 P.M. which would enable them to finish a half night at 10 P.M. The men's Committee positively rejected any proposition to reduce the time allowed for meal hours. A proposition was made to start all ships at 7 A.M. regardless of whether they were freight or passenger

sailings. This proposition was taken under consideration by the I.L.A. Committees. This brought up the question of work between 7 and 8 A.M. on Dollar Line steamers, and reference was made to Article II, Paragraph 2 of the Wage Scale of the 1925 Agreement, which provides that men shall work to handle passenger ships on arrival and departure days, the regular overtime rate to apply. The Delegates confirmed the Operators' understanding that this Clause would apply to Dollar Line steamers on arrival and departure days.

The next discussion was in connection with Article VIII of the old Agreement, which provides that on Saturdays during the months of October, May, June, July, August and September, the gang shall be shaped at 11 A.M. The Chairman proposed that the time be changed to noon or 12:15. The Delegates agreed to take this proposition back to the men for consideration. It was pointed out that the old Agreement provides for shaping time at 5 P.M. in the afternoon, which was understood by the men, but it was pointed out by the Delegates that in some cases, the Employers could pick up earlier without inconvenience to themselves and thus allow the men to go to their homes instead of waiting at the shaping point until 5 P.M. The Operators agreed

that in cases where the men could be picked up earlier, that arrangements should be made to do so.

Abuses. The Chairman pointed out that many complaints were received that men were leaving the ship without permission during working hours. It was also stated that men were continually leaving work unfinished to shape for new jobs which would appear to give a longer period of work to the men. The Delegates acknowledged that there was such a condition and felt that the men were justified in accepting work which would give them the best remuneration. It was also reported that there had been more or less interference with non-union men, and that men leaving jobs whose places had been filled by non-union men, had returned to the original jobs demanding their places back again. The Delegates claimed that this was not true, and that there had been no interference with non-union men during the life of the present Agreement. The Chairman stated that if this was the case, the Delegates should be willing to change Article I of the Agreement, but on general principles the Delegates objected to any change in this Clause. Mr. Mullen of Local 800 stated that every effort was made to get desirable non-union men into the union. The Chairman asked how that could be done when the union

initiation fee is \$100.00, and requested information relative to the number of men at present available for work at the Port. The Delegates replied that the total membership in the three Locals at the present time was about 2300 men, and that of the 2300, about 1800 to 1850 were at present working on the waterfront. The available men are divided approximately as follows:

East Boston	550 to 600
Charlestown	about 700
South Boston	about 600

This brought up the question of the shortage of labor, and the fact that so many men left their jobs before the work was finished indicated such a shortage. It was pointed out that on a coffee steamer recently arrived, 51 men left the steamer before completion of the work to go to work on the Dollar Line. The Delegates claimed that this was not due to a shortage of labor, but to the desire of the men to secure more desirable work on the other steamer.

Trimming Grain. It was pointed out that there has been some difficulties in securing men to trim grain, and that the Chairman was in possession of the names of several Longshoremen who had recently refused to trim grain on the SS Sachem. The Committee assured the Operators that there would be no further difficulty, and

that the trouble referred to was the result of a misunderstanding.

Fifteen Minute Relief on Bulk Cargo. The Chairman asked why the men considered they should have a fifteen minute relief period morning and afternoon on Jute. The men pointed out that Jute was discharged at the rate of four bales in a sling, the weight of a sling-load being 1600 lbs., and that they had always had the fifteen minute period on this commodity since the old sailing ship days, and felt that it should be continued.

The Chairman pointed out to the Delegates that there was a very general feeling among the Port Authorities and those interested in the development of the Port, that conditions here were not what they should be, and that the attitude of labor had a very deterrent effect upon the development of the Port, and warned the men that something must be done to increase the tonnage and better the general situation; otherwise, it was feared that there might be some interference which would be embarrassing to both the Operators and the I.L.A. Delegates.

The Chairman then asked if the men had anything which they wished to say before closing the Conference.

Mr. Dempsey then presented a form of agreement which the Delegates had drawn up, and asked for an



increased rate for handling Cement; also asked that Pig Iron be placed in the Bulk Cargo class, and that an additional rate be paid on Syrup, Molasses and Glucose. He also called to the attention of the Operators the fact that the last paragraph of Article XVII of the old Agreement had been omitted, which paragraph provided that the weight of the load in all cases should be left to the discretion of the Stevedore.

After a discussion of the points raised by Mr. Dempsey, the Delegates suggested that they be authorized to take back to the men the proposition that the present Agreement be renewed without change. The Chairman advised the Delegates that he had not the authority to make such a proposition, and that, in his opinion, the Delegates should request the men to consider our propositions, and again called attention to the general feeling of the Port Authorities and the danger to existing relations with the men, in the event that some improvement in results could not be obtained. The Delegates then requested an opportunity to discuss the situation among themselves, to which the Operators agreed, and they accordingly retired from the room. As a result of the private discussion, the Delegates agreed to put our propositions before the men at their

next regular meeting which takes place on Sunday, October 25, after which they would report back to the Standing Committee of the Operators.

The Meeting adjourned at 6:10 P.M.

E.M. Hagarty,  
Secretary

MINUTES OF A MEETING OF THE STANDING COMMITTEE HELD  
IN THE COMMITTEE ROOM OF THE BOSTON GRAIN & FLOUR EX-  
CHANGE WEDNESDAY, OCTOBER 28, 1925 AT 10:30 A.M.

-----  
PRESENT

Mr. Charles Stewart  
Mr. Sidney J. Jackson  
Mr. E.S. Booth  
Mr. John Wylde, Jr.  
Mr. Sorge  
Mr. Timothy Quinn  
Captain Purdy

Mr. Charles Stewart in the Chair.

The Chairman called the Meeting to order promptly  
at 10:30. As the I.L.A. Delegates were in waiting, the  
following Delegation was admitted:

Mr. William F. Dempsey, General Sec'y. of the I.L.A.  
Mr. Joseph F. Conley, Business Agent of Local 1066.  
Mr. John Doolin  
Mr. Fitzgerald Representing Local 711, I.L.A.  
Mr. John McCarthy  
Mr. John P. Mullen  
Mr. George W. Brady Representing Local 800, I.L.A.  
Mr. Philip J. Lydon  
Mr. Joseph P. Smiddy  
Mr. Alexander Morgan Representing Local 805, I.L.A.  
Mr. Joseph Taft

The Chairman asked the men what they had to say,  
and they presented the following statement:

"To the Trans-Atlantic Steamship and Contracting  
Stevedore Committee.

The Committee representing Locals 799, 800 and

805, I.L.A. who met you in conference at the Boston Grain and Flour Exchange Bldg., Wednesday, October 14, 1925, presented to our regular meetings, Sunday, October 25, 1925, the different propositions submitted to us by you.

1st. - SLING LOADS: Your proposition of a minimum number of 18 men to a gang and the weight of the sling loads to be left to the discretion of the Stevedore and the Foreman authorized to employ what extra men were necessary to keep the fall working.

The unanimous vote, was against the weight of the sling loads being left to the discretion of the stevedore. This was tried out in 1921 and proved very unsatisfactory to both sides. This dissatisfaction caused the re-introduction of the old method based upon sling loads of a 1000 lbs. ten percent more or less. We feel that the time wherein this old and proven method was re-introduced, has not been sufficient, to give the desired results, which we believe can be obtained, through a spirit of fairness on both sides, with this proposition.

If it is the desire and belief of your side, that only increased sling loads is the real solution of quick dispatch of a ship, we will agree to go along with you on this proposition, as we see it.

Our counter proposition as to increased sling loads, has been taken from communications you have sent to us, from April 25, 1924, to March 20, 1925.

We agree to an average sling load of 1,800 lbs. for discharging and loading.

For discharging, there shall be 9 men in the hold, 4 men on deck, 10 men on wharf and a Foreman. Total 24 men.

For loading, there shall be 12 men in the hold, 3 men on deck, 10 men on wharf and a Foreman. Total 26 men.

It is understood that these 1,800 lbs. sling loads are to be landed on the wharf and distributed on hand trucks, and when loading, it is to be assembled by hand trucks, for the sling load.

2nd. - Reduction of the evening meal hour period to one hour and have the half a night start at 6 P.M. and end at 10 P.M.

The unanimous vote was against any change whatever in the meal hour proposition.

3rd. - Change from 11 A.M. to 12 noon or 12:15 for picking up gangs on Saturday during the 44 hour week period.

The men voted against this proposition, as they claim the 11 A.M. pick-up makes the only fair distribution

of the work.

4th. - Fifteen Minute Relief on Bulk Cargo, etc. especially on Jute Cargoes, to be done away with.

The men voted against this proposition, as it was an old established custom and the Employers benefited as much as the men by this relief period. Regarding the Jute Cargoes, the men claim that the 4 bales to a load and the amount of tonnage given on this cargo, shows conclusively that the relief period is necessary and well worth while continuing.

The men expressed themselves very openly at their meetings, against the outside interferences, called Port Authorities, who have no right or cause ~~even to~~ attempt to interfere in our negotiations for an agreement, especially so when there has always been a harmonious feeling on both sides to reach as satisfactory agreement as possible under any and all circumstances.

They also dwelt on the attitude of the Steamship People and Stevedores, during our negotiations for an agreement in 1921 and the present time.

The men know, that only reduction in wages ~~was~~ considered in all other ports except Boston in 1921, and that this year, all other ports have extended and signed up the old agreement for another year.

Therefore, they believe that Boston, this year

should receive the same consideration as all other ports and the present agreement should be signed up for another year. This we believe would go a long way in bringing about a true feeling of cooperation that would benefit the Port of Boston. "

After the Secretary read this communication, a discussion opened relative to the question of the weight of sling loads. It was then suggested that the I.L.A. Delegate retire in order to give the Standing Committee an opportunity to discuss the propositions presented by the I.L.A. Delegates. After the Delegates retired, the discussion centered principally around the question of the weight of sling loads, it being the consensus of opinion that this was the principal bone of contention. The feeling was unanimous that the proposition of the men so largely to increase the number of men in the gang was impracticable.

After a general discussion, the unanimous feeling of the Committee was that if the men would agree to sign an extension of the Agreement which was signed on Nov. 11, 1924 and expired Sept. 30, 1925, that it would be advisable to get the men signed up.

The Chairman, therefore, drew up the following:

Boston, October 28, 1925

"It is hereby mutually agreed that the Agreement signed November 11, 1924, shall be continued and remain in full force from October 1, 1925 until September 30, 1926."

The question was then raised as to whether the men would agree to sign Article XVII, in view of the letter which was given them last April, modifying the last paragraph relative to the weight of sling loads. It was decided that in the event of the men raising the question, we could concede to them the points covered by the letter in question.

It was then proposed that the signing of the Agreement to extend the old Agreement should be contingent upon the men agreeing to appoint a Committee, to meet a Committee of the Steamship Operators and Stevedores to discuss the question of the weight of sling loads, and come to an amicable agreement relative to same within thirty days.

The question was then raised as to the authority of the Standing Committee to sign the Agreement without first referring it back to a general meeting of the Operators and Stevedores. Upon reference to the Minutes of the Meeting held on October 8th. it was the unanimous



opinion of the Standing Committee that they had the authority to go ahead.

The I.L.A. Delegates were, therefore, recalled at 11:40, and informed that the Standing Committee were prepared to sign the Agreement quoted above, with the proviso that a Committee be appointed to discuss the question of the weight of sling loads and reach an agreement within thirty days, the Chairman pointing out that if this was not done, it might be necessary to report the situation to the Maritime Association of the Chamber of Commerce, which Body would, no doubt, insist upon taking a hand in the situation. He impressed upon the men the necessity of arriving at an agreement which would result in better work being done, and called to their attention the advantage of being able to tell the Maritime Association that an agreement had been reached.

The I.L.A. Delegates thereupon asked the Standing Committee to retire and give them an opportunity to discuss the proposition. The Operators were recalled to the room at 12:10 P.M. and the I.L.A. Delegates reported that they had agreed to accept our proposition, and the Agreement drawn up by the Chairman was signed by the Standing Committee and the Delegates present.

It was then agreed to arrange a Meeting of the Steamship Operators and Stevedores at 10:30 on Friday

morning, October 30th. for preliminary discussion and the appointment of a Committee to meet with the Committee of the I.L.A. on Monday, November 2nd. at 10:30 A.M. at the Grain and Flour Exchange.

Mr. Conley then asked if a Meeting could not be arranged with the Representatives of the Tally Clerks' Union for the purpose of arriving at an agreement. It was felt by the Operators that it would not be wise to hold this meeting until after the Meeting of the Operators and Stevedores on Friday, when there could be a full discussion relative to any matters which it was felt by the Operators should be discussed with the Tally Clerks' Union, and it was, therefore, arranged to hold a Meeting with the Tally Clerks' Representatives on Tuesday morning, November 3rd. at 10:30, in the Committee Room of the Grain and Flour Exchange. Mr. Conley stated that the Tally Clerks felt that there was an opportunity for closer cooperation which would result in a saving to the Steamship Lines, and that they had certain suggestions to make which would have to be typewritten and distributed to the Standing Committee of the Operators some time before their meeting on Friday.

Mr. Mullen advised the Standing Committee that he understood that the cargo repair men employed on the waterfront were not, in every case, Members of the I.L.A.

and he asked for the support of the Operators in the employment of Union Labor to do this work. The Chairman stated that he was not in a position to agree to such a proposition, but that he would refer the matter to the General Meeting of the Lines to be held on Friday morning.

The Chairman then stated that he would advise the Maritime Association of the results of today's Meeting, which would, no doubt, terminate their interest in the waterfront situation, provided the Agreement relative to the weight of sling loads was arrived at within thirty days.

Several complaints received from A.C. Lombard's Sons were taken up, but it was considered that it would be advisable to lay these on the table to await the appointment of the Standing Committee by the I.L.A. to handle same.

There was then a general discussion relative to the interpretation of the Arbitration Case on one of the Dollar Line steamers, settled some months ago by Mr. Truden of the Boston & Albany Railroad. The particular discussion had to do with the relief of men for Meals when ordered out to finish. As there was some difference of opinion, the Chairman did not feel that

he could give a ruling on the interpretation, and stated that the matter must be left for further discussion among the Operators and Stevedores at their Meeting next Friday.

The Delegates brought forward a complaint that on a mahogany steamer lying at the Palmer Parker Wharf in Chelsea, the men were recently ordered to work between 5 and 6 P.M. and were paid only one hour, the men claiming that they were entitled to two hours. The Operators claimed that Article III of the Wage Scale only entitled the men to one hour's time, but the men claimed that Article XII of the Agreement applied, as work was finished at 5 o'clock, and that they must, therefore, be ordered out again, which would entitle them to two hours' pay, regardless of the fact that, in reality, the work did not stop but was continued. The Chairman stated that this question would also be discussed among the Operators and he, therefore, gave no decision.

The meeting adjourned at 1:15 P.M.

E.M. Hagarty  
Secretary

As the minutes show, the agreement for 1925-1926 was the same as the one in force in 1924-1925. There was however, provision made to appoint a committee to come to some agreement on the weight of a sling load. The minutes of the last meeting of this committee follow.

MINUTES OF A MEETING OF THE STANDING COMMITTEE AND THE SLING LOAD COMMITTEE OF THE STEAMSHIP OPERATORS AND CONTRACTING STEVEDORES HELD IN THE COMMITTEE ROOM OF THE BOSTON GRAIN AND FLOUR EXCHANGE AT 11 A.M. ON FRIDAY, AUG. 20th. 1926.

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PRESENT

Mr. Charles Stewart  
Mr. Timothy Quinn  
Captain C.H. Hurley  
Mr. G.S. Ravenel  
Mr. I.T. Sorge  
Mr. Joseph Schuldice  
Captain Miller  
Mr. E.S. Booth

By Special Invitation, representing the Intercoastal Lines - Mr. K.E. Hurlburt.

Mr. Charles Stewart in the Chair.

The Chairman opened the Meeting promptly at 11 A.M., giving a resume of the negotiations with the I.L.A. up to date, and stating his reasons for writing his

letter of August 11th. addressed to Mr. Joseph Conley, the Secretary of the Boston District Council of the I.L.A., copy of which letter the Secretary was requested to read. The Secretary was then requested to read Mr. Conley's reply, which is as follows:

Aug. 18, 1926

" Mr. C. Stewart, Chairman  
Boston Trans-Atlantic SS Conference  
Boston

Dear Sir:

Your letter of the 11th. inst. was received by our Standing Committee, who presented same to our Wage Scale Committee meeting and after thoroughly discussing same, I have been instructed to write you in answer as follows:

After thoroughly reviewing this whole situation from the time when the Port Facilities Committee entered into this matter up to the present time, we fail to see how we can be wholly to blame for this delay, or as you put it, unable to make any headway in overcoming the difficulties which the Maritime Association consider are vital to the interests and upbuilding of the Port of Boston.

At the last meeting, or conference of the Port Facilities Committee, presided over by Mr. William P.F.

Ayer, you emphatically declared that if the "Sling-load" question was settled satisfactorily to both sides, you believed, that all other matters would naturally take care of themselves. Our side virtually agreed with you then and practically took the same stand and stood ready and willing to hold meetings with Special Committee for your side on this matter. The delay in starting this Sling-load Committee on its work was wholly on your side.

Now regarding the meetings of the Sling-load Committee. As you have been told, there are a great number of the Contracting Stevedores in this port and also Steamship Agents, either through themselves or their representatives, who in verbal statements to our side, expressed the opinion that the 1120 lbs. sling load was a decided improvement and appeared satisfied with the results they were getting.

At the first meeting of the Sling-load Committee the proposition of a 1500 lbs. sling-load, first without any increase of men and a 2000 lbs. sling-load for passenger ships which was later modified by letter of the 5th. inst. by two propositions, namely a 1500 lbs. sling-load with no increase of men, or a minimum of 18 men to a gang, and the weight of the loads to be left to

the discretion of the stevedore, our side unanimously rejected this proposition, with the belief that your side was countering towards a workable proposition that might eventually bring satisfactory results to all concerned.

At the second meeting of the Sling-load Committee we again presented our proposition of 1800 lbs. sling load with 24 men to a gang unloading, and 26 men to a gang loading. This proposition brought about a discussion on certain commodities with an apparently satisfactory number of men to a gang and which brought about satisfactory results. Our side stated very plainly, although it does not appear in the minutes of the meeting of August 11, 1926, that your Committee being practical men, should consider our counter proposition, when we hoped to be able to work out a solution that would bring satisfactory results to both sides and then be able to take up all other propositions that have been advanced by both the Port Facilities Committee and your Committee.

We told your Committee that we were in hopes they would give us an early call for another meeting and were willing to meet them every day to arrive at a workable sane proposition that would bring about the desired results. Although your Sling-load Committee



was supposed to meet immediately and then call for another meeting with our side, we find that such proposed meeting has not been held. Therefore, creating another delay that we cannot be held responsible for.

The Chairman then asked Mr. Schuldice, as Chairman of the Sling-load Committee, what he thought of the answer received from the men. Mr. Schuldice stated that he thought that the men could be induced to give us a heavier sling-load, provided the Operators would give them more men than are at present employed in the holds of the steamers, pointing out that at other ports where heavier sling loads are lifted there are more men utilized in the hold than is the case at Boston.

The Chair asked Mr. Hurlburt how the Inter-coastal Lines viewed the present situation. Mr. Hurlburt replied that so far as the Intercoastal Lines are concerned, everything is working very satisfactorily, and that at present they were utilizing only five men in the hold, except in cases where lumber was being handled, where seven men were employed. Mr. Hurlburt, speaking for the Intercoastal Lines, indicated that they would be loath to see any change in the present methods, which seemed to meet the requirements of the Inter-coastal Lines. The Chairman stated that in view of this

he did not feel that the Transatlantic Lines should precipitate trouble when things were working smoothly in the Intercoastal Trade.

Mr. Ravenel then asked Mr. Schuldice, as Chairman of the Committee which dealt with the I.L.A. on the question of sling-loads, what, in his opinion, was the best deal that could be obtained from the I.L.A.; Mr. Schuldice replied that he thought seven men in the hold, with an 1800 lb. draft in the sling. Mr. Quinn, at this point, stated that he thought that 1800 lbs. in the draft was too much, that in most cases it would prove impracticable, and that in all cases, except a few exceptions, a lesser weight would be desirable.

The Chairman stated that of course absolute discretion of the sling-load by the Operator was what we desired, but he did not believe that such a condition could be obtained from the men and that it appeared to him, in view of what had transpired, that the solution must be one of the three following suggestions:

1st. - To report to the Maritime Association that we had been unsuccessful in our negotiations with the I.L.A. Delegates and could make no progress towards a better situation.

2nd. - To go on as we are.

3rd. - To offer the I.L.A. the New York Agreement.

Mr. Hurlburt stated that, in his opinion, the Operators should insist on absolute discretion of the sling-load.

Mr. Sorge suggested that it might be advisable to have another meeting with the I.L.A. Delegates, but that in view of the stand which we have already taken, it is imperative that we obtain something from them in the way of additional weight in the sling-load, in order that the prestige of the Operator be maintained.

Mr. Chair, at this point, asked Mr. Hurlburt what effect seven men in the hold would have on the Intercoastal situation. Mr. Hurlburt replied that additional men in the hold were not required by the Intercoastal Lines, and that in many cases additional men over and above five could not be utilized, and suggested that the I.L.A. Delegates be informed that they must accept the New York Agreement.

Mr. Schuldice and Mr. Quinn agreed that the only solution was to give the I.L.A. two more men in the hold, with the understanding that they in return would give the Operators unlimited sling-loads, at the same time bearing in mind that in very many cases, heavier

sling-loads are not practicable. Mr. Ravenel said that if this was the opinion of all, that he was quite willing to go along on this proposition of two additional men in the hold and unlimited loads. The Chair suggested that we might modify this proposition to a minimum of 1500 lbs. in the sling-load, with six men in the hold, or a minimum of 18 men in the gang, to which all present agreed.

Mr. Ravenel suggested that the men be given to understand that this proposal is final on the part of the Operators, and if not accepted, that report be made to the Maritime Association that it was impossible to make progress with the I.L.A.

The Chair stated that he did not like the idea of the Maritime Association interfering, but Mr. Ravenel, who was at the last Meeting of the Board of Governors of the Maritime Association, stated that he did not believe that this would mean that the Maritime Association would handle the negotiations with the I.L.A. - that their function would be to give all publicity possible through the press, and to lend their moral support. Mr. Ravenel further stated that, at the last Meeting of the Board of Governors of the Maritime Association, he made it quite plain that in the event

of an agreement not being reached between the Operators and the I.L.A. that negotiations would still remain between the Operators and the I.L.A. and that, in his opinion, the Maritime Association would not expect to sit in or take any part in the negotiations. The Chair asked: "What would the Maritime Association do?" and Mr. Ravenel replied: "Take care of the publicity principally."

The Chair then pointed out that if the sling-load question was settled, there were still several other points to be discussed, including the question of meal hours and the employment of non-Union men; also the question of lapses, the hours for picking up on Saturdays during the summer months, and the question of damaged or obnoxious cargo, and stated to the Committee the position taken by the men as regards these questions.

The Chairman asked Mr. Ravenel if he was prepared to sign an agreement with the men, provided they agreed to the proposed sling-load agreement in all other respects to be similar to the present one. Mr. Ravenel indicated that he would do so, if necessary.

The Chairman stated that it might be advisable to have another meeting with the men, when the question

was asked whether this discussion would only pertain to sling-loads or to the other points at issue. The Chairman thought that all matters should be discussed but Mr. Ravenel proposed that, in his opinion, it would be advisable to concentrate entirely on the sling-load. At this point Mr. Schuldice suggested that it might be advisable to write the men, and Mr. Ravenel suggested that in this letter it would be wise to confine our remarks to the matters covered by the report of the Port Facilities Committee, namely - sling loads and meal hours. Mr. Sorge stated that he thought that both of these points should be discussed.

The Chairman then suggested that he should write a letter to Mr. Conley, Secretary of the District Council of the I.L.A., telling the men that we are prepared to give them 6 men in the hold on all commodities where we are now using 5 men, provided they would agree to a minimum draft of 1500 lbs. in the sling, and advise Mr. Conley that if the I.L.A. were not prepared to accept this, that the situation would be referred to the Maritime Association. Mr. Ravenel seconded this suggestion, stating that he thought this was a sound thing to do, and all present agreed.

Mr. Ravenel then called attention to the fact

that smoking on the ships and in the holds had become a very serious menace and that some steps should be taken to stop it, and suggested that the Interests present agree between themselves to insist upon foremen seeing that the non-smoking order be carried out. He suggested that the Chairman should send out a circular letter to all Operators and Stevedores to this effect.

The Meeting adjourned at 12:35 P.M.

E.M. Hagarty,  
Secretary

From the foregoing, no agreement was reached. Mr. Quinn, the oldest and most experienced stevedore in Boston, together with Mr. Schuldice agreed that 1800 lbs. in the draft was, in many cases, too much weight. As the minutes themselves show, they were fighting more for a principle than the increased weight. At a previous meeting of the Sling-load Committee Mr. Joseph Smiddy of the Delegates said the present agreement relative to sling-loads would give the results desired by the operators if there was sufficient cargo and regular service to attract the men, and give them regular employment.

Throughout the minutes of the meetings the delegates had continually asked that improved toilet facilities be given them at the piers and said that the "lapses," of which the operators had been complaining, were due in the majority of cases to the men having to walk to the shore end of the pier to go to the toilet. The Committee on Port Facilities of the Maritime Association of the Boston Chamber of Commerce recommended that "improved toilet facilities be provided for the men at some of the piers." A personal inspection by several members of the Committee indicates that this is an important recommendation from the standpoint of



the welfare of the men.

No improvement in the toilet facilities was made, the operators continually evaded the question and said that they would write to the railroads or owners of the piers. While this may be considered as putting people in their place, it is poor business psychology.

The discussion continued and in the fall of 1926 the operators attempted to sign an agreement with the men which is given in full.

AGREEMENT

This Agreement made and entered into by and between the undersigned, United States Shipping Board Emergency Fleet Corporation, Deepwater Steamship Lines, hereafter known as the Transatlantic Steamship Lines, the Inter-Coastal Lines, and Contracting Stevedores, of the Port of Boston and Vicinity, as Party of the First Part, and the International Longshoremen's Association and its affiliated Locals, as Party of the Second Part, and is meant to cover the loading and unloading of ships in the Port of Boston and Vicinity.

ARTICLE I

It is distinctly understood and agreed that all Longshoremen employed by the Party of the First Part in connection with Loading and unloading of ships, shall be members of the International Longshoremen's Association, whenever such men are available, and whenever such men are not available, then the Party of the First Part has the right to employ such other men who can perform the work until such time as the Party of the Second Part can furnish men, but the Party of the First Part has the right to employ such non-union men until the completion of the day on which they are employed.

ARTICLE II

In the event of a dispute or controversy arising during the life of this Agreement as to the interpretation of same, the men shall continue to work pending an adjustment of the trouble as follows:

Matter in dispute to be submitted to a Committee of four, said Committee to be made up as follows: when dispute is on Transatlantic Ships, there shall be two of whom would be representatives of the employers (one of these being a Managing Agent of Shipping Board Vessels) and two being representatives of the Employees. When dispute is on Inter-Coastal Ships, there shall be two who would be representatives of these Employers and two representatives of these Employees; a decision of the majority of either of the above constituted Committees to be final and binding. In the event of failure on the part of either of these Committees of four each, to proceed to select the fifth man as Chairman, which man must be satisfactory to both sides, and to the Shipping Board when dispute is on Transatlantic Ships, and the decision of the majority of either Committee so augmented, shall be final and binding upon the parties signatory to this Agreement.

A Standing Committee composed of three representatives of the Transatlantic Employers, with three

representatives of the Employees, and a Standing Committee of three representatives of the Inter-Coastal Employers and three representatives of the Employees, shall be created to settle all minor disputes, and in the event of failure of either Committee to settle any disputes, they are to refer them to the Committee of four in accordance with the second paragraph of this Article.

### ARTICLE III

When Union men are employed on steamers, sailing vessels and lighters in the harbor, loading and discharging cargo, they shall be paid from the time they leave the Wharf until return to same. Meal hours 6 A.M. to 7 A.M. 12 Noon to 1 P.M., 6 P.M. to 7 P.M. 12 Midnight to 1 A.M. Men not to be paid for meal hours unless they work. If men supply their own meals, 80 cents per meal to be allowed by the Employers.

### ARTICLE IV

Men shall in all cases be paid the prevailing rate of wages for rigging up, hauling stages, etc. The men on the Dock shall receive the same time as the men in the hold. Stevedores in hiring men to rig up shall

not be permitted to do so unless the full gang is hired if available, and in no case shall men handle hatches, etc. until the appointed hour for commencing work and knocking off.

ARTICLE V

No members of Locals shall work with sailors running winches or handling baggage or cargo, to the exclusion of Union men, unless Union men are not available, but the Stewards may handle Stateroom baggage. When men do not return to work it is left to the discretion of the employing Stevedore to fill their places as best they can.

ARTICLE VI

It is understood that so far as possible only baggage and mail be handled on Labor Day and Christmas Day after 5 P.M. on Christmas Eve.

ARTICLE VII

Providing it does not conflict with Article XVII of the Working Rules, men shall be hired in regular gangs at noon on Saturdays when required to work on Sundays, and before 5 P.M. on the eve of all holidays. This does not apply to men already working on the vessel. It is agreed that in emergency cases of wrecked or stranded vessels men are to be hired at any time.

ARTICLE VIII

The Stevedore may shift gangs from one hatch to another and from one vessel to another vessel at his discretion.

Men under pay for waiting time if required to work by the employer who is paying them, shall not receive additional pay for work done during the waiting time.

ARTICLE IX

The Winchmen to get the running of Grain with the Hatch Boss and Hatchman.

ARTICLE X

When men are ordered out to work a half or a whole night or to a finish they shall receive a half or a whole night's pay, unless work is discontinued through stress of weather or through any breakdown. In case of finishing loading or discharging at night, a minimum of two hours to be allowed.

If men are ordered out to finish and prevented from doing so through stress of weather or breakdown, work to be discontinued and actual time worked to be paid for, with a minimum of two hours.

When men are ordered out to work they shall be paid for two hours at the prevailing rate, whether they

begin work or not, except when the men refuse to start, owing to weather or other conditions. If not able to work on the ship, then the men to perform any other work they may be called upon to do.

ARTICLE XI

In case of steamers arriving, the men can be ordered out for a half night, a whole night, or to finish, but if the ship does not dock, the men are only entitled to a minimum of two hours.

ARTICLE XII

When men are requested by foremen to give up their hooks while working, they shall do so.

ARTICLE XIII

Engineers getting up steam from 7 A.M. to 8 A.M. shall be paid overtime for one hour and regular wages thereafter.

ARTICLE XIV

It is understood the Stevedore will arrange so far as possible with the Owners or Agents of the Hoisters handling heavy lifts to employ Hatchmen, Winchmen or Holdmen engaged on the steamers. The Dockmen to be distributed at discretion of Stevedores.

ARTICLE XV

When men are knocked off fifteen minutes or less after the hour, they shall be paid for one quarter of an hour; if knocked off 16 minutes after the hour, and not more than thirty minutes, they shall be paid for one half an hour; if knocked off thirty-one minutes after the hour and before forty-five minutes, they shall be paid for three quarters of an hour and if knocked off forty-six minutes after the hour, they shall be paid for one hour.

ARTICLE XVI

The minimum number of men in gang shall be seventeen, and weight of sling loads to be 1120 pounds. Employers to have the right to judge how all men are to be distributed.

In case the Stevedores require additional weight in the sling, then they shall employ additional men at their discretion. It is, however, understood that any additional men so employed shall be paid until the end of the working period - i.e. 12 o'clock noon or 5 P.M. Day Time, or 11 P.M. or 6 A.M. overtime.

This clause does not apply to any cargo discharged into or from lighters or directly into or from



cars, nor to any cargo handled by an electric magnet, nor to sailing ships, in all of which cases the number of men shall be left to the Stevedores' discretion.

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W A G E S C A L E

ARTICLE I

A working day of 8 hours is hereby established, with a 44 hour week.

Any work performed on Saturday afternoons shall be paid for at the overtime rate; the men to work any night of the week or Sunday, also Saturday afternoons when required. Work performed on Saturday night only to finish ship to sail on Sunday or to handle mail and or baggage.

ARTICLE II

General Cargo - Day Work, 8 A.M. to 12 Noon and from 1 P.M to 5 P.M. on all week days, except Saturdays, on which day hours are from 8 A.M. to 12 Noon, men shall receive 80 cents per hour. All other time shall be counted as overtime and paid for at the rate of \$1.20 per hour, except meal hours, as set forth hereafter.

There shall be no work performed between 7 and 8 A.M., unless men are working continuously through the breakfast hour or to handle passenger ships on arrival and departure days. In this case of such passenger ships, regular overtime rate to apply.

ARTICLE III

Meal Hours: 5 A.M. to 7 A.M.

12 Noon to 1 P.M.

6 P.M. to 7 P.M. except when steamer is working a half night or a whole night, or after 6 P.M. when supper hour will be 5 P.M. to 7 P.M.

11:30 P.M. to 12:30 A.M.

There shall be no work performed during the meal hour period, but if through necessity the men are compelled to work, they shall receive double the prevailing rate of pay until relieved. Men to be paid a minimum of one hour for any fractional part of the first hour and actual time worked after the first hour.

ARTICLE IV

BULK CARGO: that is, cargo requiring shovelling Nitrate in bags. Day work - 8 A.M. to 12 Noon and from 1 P.M. to 5 P.M. on all week days except Saturdays; Saturdays 8 A.M. to Noon, men shall receive 85 cents per

hour; all other time except meal hours to be considered overtime and paid for at \$1.25 per hour.

ARTICLE V

Sugar, Molasses and Refrigerated Cargoes, loaded with temperature of refrigerators 20 degrees or lower (this does not include Apples, Bacon or General Cargo when loaded in refrigerator boxes which have temperature of over 20 degrees) men shall receive 90 cents per hour regular time and \$1.30 per hour overtime.

ARTICLE VI

Day Work: grain 8 A.M. to 12 Noon and from 1 P.M. to 5 P.M. week days, except Saturdays; Saturdays from 8 A.M. to 12 Noon, men shall receive \$1.00 per hour. All other time except meal hours shall be counted as overtime and paid for at the rate of \$1.50 per hour. Men to trim grain when running.

When men are compelled to work cargo in a hatch or next hatch where grain is running and there is no partition or bulkhead, they are to receive the same as if they were handling grain, and in trimming grain all hands' time to go on until the grain is finished.

ARTICLE VII

Night work is recorded as overtime and the hours shall be as follows: 7 P.M. to 11 P.M. as a half a night; 7 P.M. to 11:30 P.M. and from 12:30 to 5 A.M. as a whole night.

ARTICLE VIII

Sundays and holidays; day work - 8 A.M. to 12 Noon, and from 1 P.M. to 5 P.M. All National, State and appointed holidays (including the anniversary of the Battle of Bunker Hill, June 17) men shall receive overtime on whatever cargo they are working.

Night work - Sundays and all National, State and appointed holidays, including the anniversary of the Battle of Bunker Hill, June 17) from Noon Saturday, until 5 A.M. Monday morning and from 7 P.M. on the eve of all Holidays, until 5 A.M. mornings, succeeding such holidays, men shall receive overtime rate of whatever cargo they are working.

ARTICLE IX

On cargo actually damaged as a result of fire, stranding or collision, or water causing distressed conditions, men shall receive the following schedule:

8 A.M. to 12 Noon and from 1 P.M. to 5 P.M. on all week days exclusive of Saturday afternoons \$1.60

per hour. All overtime except meal hours shall be counted and paid for at the rate of \$2.40 per hour. Meal hours when worked, \$3.00 per hour.

In sailing vessels cargo contained in the lower hold and between decks shall be considered as in separate compartments.

When rubbers are required for handling Wet Cargo, leather hand pads or gloves for handling barbed wire, they shall be provided by the Stevedore or Company.

#### ARTICLE X

Men handling wet hides shall receive 95 cents per hour regular time, and \$1.35 per hour overtime.

#### ARTICLE XI

Coffee: - Day work - 8 A.M. to 12 Noon and from 1 P.M. to 5 P.M. on all week days, except Saturday afternoons, men shall receive 85 cents per hour. All other time, except meal hours to be considered overtime and paid for at \$1.25 per hour. There shall be no hooks used in handling coffee, and men shall give them up immediately if found using them. Article 12 of Wage Scale (lunch time) does not apply to coffee. Men to handle this commodity strictly in accordance with methods prescribed by stevedore and not in any case to

take objections to any improvements or changes he may make from time to time in the method of its handling.

ARTICLE XII

Not exceeding 15 minutes lunch time compulsory to be taken in the morning and afternoon at the usual time and straight time to be paid for on Sugar, Molasses, and bulk cargo requiring shovelling.

ARTICLE XIII

Every effort will be made to arrange for the men to receive their wages at a locality as convenient as possible to the place at which they performed the work. Any abuse arising under this clause shall be brought to the attention of the Committee as specified in Article 2.

ARTICLE XIV

When men are ordered from one ship to another, in different parts of the city, they are to receive transportation expenses and time shall commence from the time they are ordered shifted, and reasonable travelling time allowed. This only applies in case of shortage of labor.

ARTICLE XV

No chemicals improperly packed or in any but

first class condition are to be accepted or loaded on board ship. If a question arises regarding the condition of the Class of Cargo, the matter to be left to the proper authorities whose decision will be final.

ARTICLE XVI

The party of the second part shall not try to uphold incompetency, shirking of work, smoking, pilfering or poaching of cargo. Any man found guilty of the above offenses shall be dealt with as the party of the first part sees fit, or as the circumstances may require. If any man is convicted of theft, he shall be expelled from the Union.

ARTICLE XVII

There shall be no discrimination by the party of the first part against any member of the party of the second part, nor shall the party of the second part discriminate against the party of the first part.

ARTICLE XVIII

It is agreed that no employer, official District Council or Local of the International Longshoremen's Association, has the right to ~~make~~ any change in this

Agreement and all interpretations of same must be made in accordance with Article 2.

If any member of the Union causes a stoppage of work by endeavoring to make a different interpretation of any of these rules, or to introduce any Rules which are not covered in this Agreement, then the Stevedores to have the right to refuse to employ such men in the future.

Any member of the Union found guilty of violating any provision of this Agreement shall be brought before the Boston District Council and dealt with as the case may warrant.

#### ARTICLE XIX

A copy of this Agreement shall be filed with the United States Shipping Board Emergency Fleet Corporation.

#### ARTICLE XX

This Agreement shall be effective as of October 1, 1926 and shall remain in full force and effect until September 30, 1927. Any deliberate violation of this Agreement by either party shall give either party the right to cancel.



It is to be noted that the operators did not at this time endeavor to secure an unlimited sling-load. In Article VII the operators held out for a noon pick up of men. This resulted in the same men who worked in the morning being picked up for work on Sunday; those who did not work on Saturday having less chance because of favoritism. I have been informed by longshoremen that this is a very real grievance as foremen have a following and unless a man can by personal acquaintance, petty bribery, or by some other means get in the good graces of a foreman, he is not likely to get even his share of the work.

No agreement was signed during 1926. The negotiations over sling-load, number of men in the gang, meal hours, lapses, etc. continued throughout the year. The Delegates held out for an increased rate on cement of ten cents an hour which they said if granted would pave the way for a compromise with the men. The operators, after an investigation of the cement rate, found that if the increase was granted the Port of Boston would lose the business (which was of Belgian origin). They declined to grant it. The Steamship Clerks Union Local 1066 also stirred up the proceedings, as is shown by the minutes of a meeting

held on March 9, 1927.

MINUTES OF A MEETING HELD IN THE COMMITTEE ROOM OF  
THE BOSTON GRAIN & FLOUR EXCHANGE 177 Milk ST. BOSTON,  
AT 11 A.M. WEDNESDAY, MARCH 9, 1927

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PRESENT

Mr. Charles Stewart  
Mr. Timothy Quinn  
Mr. H.L. Porter  
Mr. John Wylde, Jr.  
Captain Thos. A. Miller

Mr. Charles Stewart in the Chair.

The Chairman called the Meeting to order at  
11:20 A.M. and admitted the following Delegation re-  
presenting the I.L.A.:

Mr. Joseph F. Conley  
Mr. William F. Dempsey  
Mr. William Brown  
Mr. James McKendry  
Mr. John Doolin  
Mr. Joseph P. Smiddy  
Mr. John P. Mullen

The Chair asked why Messrs Doolin, Smiddy and  
Mullen were present, they constituting the Standing  
Committee of the Longshoremen's Union.

Mr. Conley explained that as the Delegates  
representing Local 1066 Checker's Union had been un-  
successful in negotiating an Agreement with the Standing  
Committee of the Steamship Operators, they had so

reported to the District Council of the I.L.A. who had authorized Messrs Doolin, Smiddy and Mullen to represent them at this meeting. The Chairman asked if this Committee representing the District Council intended to take part in any discussions. Mr. Mullen stated that the District Council were interested in the situation at this port to the extent that all work on the waterfront must be 100% I.L.A. and that they were authorized to bring this about if possible. The Chairman then asked if Local 1066 had appealed to the District Council for assistance, the reply being that the District Council, as the executive body of the District, must see that the I.L.A. has proper recognition which it was felt that the Steamship Operators were unwilling to give them, under Article I of the Tally Clerks' Agreement.

Mr. Doolin then explained his presence by the statement that he was officially responsible for all I.L.A. Agreements signed at North Atlantic ports.

Mr. McKendry of Local 1066 stated that the Committee from the District Council were now handling the question of their agreement and that the delegates from Tally Clerks Local 1066 were present simply to assist the District Council in arriving at a satisfactory agreement.

The Chairman then read Article I of the Tally Clerks' Agreement which expired September 30th. last; also Article I of the present New York Agreement, and Article I of the Agreement, as proposed by the Delegates from Local 1066, pointing out the difference in the meaning of the various wordings, and further stating that he saw no reason to change the position as stated in the Secretary's letter to Mr. Conley, dated January 31, 1927.

The Chairman then asked what the position of the Committee would be in the event that the Steamship Operators declined to agree to Article I as presented by the Delegates representing the Tally Clerks. Mr. Conley replied that the position of the Delegates was simply that of messengers; that they would like very much indeed to be able to secure further consideration of their demand, particularly as regards Article I, and that whatever the outcome was, unless we agreed to the proposal, they would report back to their Organization.

Mr. Conley, at some length, contended that no consideration was given to any proposals made by the Tally Clerks, stating that although much time was spent

in meetings, they were always told that there could be no changes, except such as were mandatory from the fact that they were put into effect at other ports.

The Chairman stated that he could not understand why Mr. Conley should make this statement - that no consideration was given to the proposals of the Tally Clerks; that we had spent much time in conference with them, and after the most careful consideration felt that we could not agree to their demands, and that the fact that we stood by our original position was no indication that consideration was not given to their proposals.

A statement was then made that I.M.M. Company refused to allow their permanent men at the Pier to join the I.L.A. The Chairman, Mr. Stewart, asked if he understood this statement correctly, and Mr. Conley stated that he did. Mr. Dempsey, however, pointed out that while apparently this was a fact, the Delegates did not know who was responsible, and that he, personally did not think that Mr. Ravenel was. The Chair again asked if he was to understand that the I.M.M. Company refused to allow their men to join the I.L.A. and Mr. Conley again said: "Yes," but later qualified this answer by saying he did not know what the position of

the I.M.M. Company was today, but that his reply was intended to govern the situation as it was some time ago, whereupon the Chair challenged the statement made and said that he was authorized to say that no such orders had been issued by the I.M.M. Company.

Mr. Stewart, the Chairman, then asked Mr. Conley if the Tally Clerks' Union were going to insist on Article I as presented by them. Mr. Conley said: "Yes."

The Chairman then asked Mr. Mullen if the District Council supported the position of Local 1066 in this demand. Mr. Mullen stated: "Yes."

The Chairman then stated that there was no use in further discussion, and that all that the Standing Committee, representing the Steamship Operators, could do would be to place the position before a meeting of all of the Operators.

The Chairman then asked what the position would be as regards a permanent man employed by the I.M.M. Company if employed in sorting a hatch. Mr. Mullen replied: "He cannot sort a hatch if he has no I.L.A. ticket. Thereupon the Chairman asked what the position of the I.L.A. would be towards permanent employees, in the event that the Agreement, as proposed by the Local 1066, was signed today. Mr. Conley replied that the

permanent employees would be allowed to join their Organization; that there was no wish to replace them with Union men, if they would join up. The Chairman stated that this was not answering his question. What he wished to know was what the Organization would do as regards permanent men now employed, as a result of which there was a considerable discussion, from which it was quite apparent that employees on the permanent payroll of the various Lines would be obliged to join 1066. The Chairman, therefore, stated that the whole object of the efforts of Local 1066 is to eliminate all non-union positions on the piers, which position is supported by the District Council. Mr. Mullen agreed that this was so.

Mr. Dempsey qualified his personal position in that he contended that all employees on the piers from the bookman out should be members of the I.L.A. The Chairman then asked: "What do you term a bookman?"

Mr. Conley replied: "A bookman is the man who keeps the book which is signed as a receipt for cargo delivered."

The Chairman stated that nothing further could be gained by continuing the discussion, and stated that the matter would be placed before a meeting of all

Steamship Operators, and adjourned the conference at 12:45 P.M.

E.M. Hagarty  
Secretary

Since the year 1927 had passed with no agreement signed the men evidently decided to enforce to the letter the sling-load weight of 1000 lbs. with ten percent variation each way. Accordingly they prepared a list of the number of bales, packages, etc. of each particular commodity which they would lift in a sling-load. A portion of this list is given below. In every case the half ton was rigidly adhered to.

Lemons	9 boxes
Matchwood	4 cases
Milk	16 boxes
Machinery	as usual
Molasses	2 bbls.
Macaroni	as usual
Nails	1000 lbs.
Nitrate	4 bags
Oranges	9 boxes
Oil Cake	1000 lbs. - 10% more or less
Onions	6 boxes
Onions	9 bags
Olive Oil	9 boxes
Paper in Rolls	1 large
Paper in Rolls	2 small
Paper in Cases	1
Paper in Bundles	1000 lbs. - 10% more or less
Pig Iron	11 large



Pig Iron	20 medium (boxes on small stuff)
Potash	5 bags
Prunes	16 large
Prunes	24 halves
Prunes	36 small
Pulp	4 up to 200 lbs. (small)
Pulp	3 200 lbs. up to 360 lbs. (medium)
Pulp	2 all above 360 lbs.(large)
Quebrancho	16 bags
Rags	2 500 or under trucked singly
Rags	1 over 500
Rope	As usual
Ratten	10 bundles
Raisins	16 large
Raising	24 halves
Raisins	36 small
Rice	4 200 lbs. or over
Rice	5 under 200 lbs.
Rice	10 100 lbs. bags
Rubber	4 boxes
Rubber in bales	1000 lbs. - 10% more or less
Sago & Tapioca	4 200 lbs. or over
Sago & Tapioca	5 under 200 lbs.
Sisal	4 small
Sisal	2 large
Sugar - raw	4 bags
Sugar-granulated	10 bags
Syrup	2 bbls.
Schumacher	6 bags
Soap & Soap powders	28 cartons
Soap & Soap powders (in bbls.)	1000 lbs. - 10% more or less
Steel bars, plates and bundles	1000 lbs. - 10% more or less
Shingles	16 bundles
Sodium	4 bags - 200 lbs. or over
Sodium	5 bags - under 200 lbs.
Silk Floss	9 bales
Shoes	Owing to various sizes of cases each side must use good judgment as to a fair load
Tea	5 large
Tea	6 medium
Tea	9 small

Tin in blocks	1000 lbs. - 10% more or less
Wool	Usual load to prevail including two Australian dumps
Wire	1000 lbs. - 10% more or less

NOTE # 1: - Note to be used on Furniture stock, Nails, 1/2 bbl. of Lard, Telephone Wire, Silk Floss, Rubber in Bales, Groceries, Grapen, 2 extra men on 1/2 bbls. of Lard when slung in net.

NOTE # 2: - It was agreed that 7 men shall be placed in the hold on potash.

Signed at Boston, Mass., August 14, 1927

S.J. Coughlin, Chairman

The summer of 1927 was filled with negotiations concerning the longshoremen and Harbor Workers Compensation Act, which had just been passed. The operators produced actual figures to prove that the wages of the men were on the average about \$21.00 per week and the average employment was four days per week. Under the compensation act the maximum that can be paid is two-thirds of \$27.00 or \$18.00 a week while disabled. The delegates held out for the \$18.00, claiming that while all their men did not make \$27.00 a week, a few did. They felt that \$18.00 was little enough for aman to receive while injured. The operators finally agreed to

this figure.

When September 30, 1927 brought the news from New York that the agreement signed there gave an increase of five cents an hour straight time and ten cents per hour overtime, the men in meeting with the operators demanded this increase. It was granted. There arose, however, at this time the discussion relative to the foreman. The men did wish to allow a foreman to leave a ship before she was finished to "pick up" a gang from a "shape" for another steamer. When this was done they claimed that the "following" or friends of the foremen got the jobs on the new vessel and the distribution of the work was not fair. There was more discussion regarding the sling-load.

The negotiations dragged on through the fall of 1927 into the spring and summer of 1928. At one time Mr. Joseph Ryan, President of the I.L.A. came to Boston on behalf of the men. He did not seem to hasten the negotiations to any extent.

The next meeting of importance was that of May 31, 1928, in which the Delegates presented their views. It was at this meeting that the first real discussion of four wheeled trucks took place. The men had been adverse to the use of mechanical equipment

in stevedoring because it put more men out of work.  
The minutes of this meeting follow.

MINUTES OF A MEETING OF THE STANDING COMMITTEE HELD IN  
THE COMMITTEE ROOM OF THE BOSTON GRAIN & FLOUR EXCHANGE  
MILK STREET, BOSTON, THURSDAY, MAY 31, AT 2:30 P.M.

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PRESENT

Captain T.A. Miller  
Mr. T. Quinn  
Mr. I.T. Sorge  
Mr. H.L. Porter  
Mr. C. Stewart  
Mr. G.F. Ravenel  
Mr. J. Wylde

Mr. Chas. Stewart in the Chair, who called the  
meeting to order at 2-50 P.M. and instructed the  
Secretary to admit the I.L.A. Delegation, the following  
being admitted:-

Mr. Wm. F. Dempsey  
Mr. J.F. Conley

Mr. J. Doolin, Local # 799  
Mr. Fitzgerald  
Mr. J. Carney

Mr. John P. Mullen, Local # 800  
Mr. A. McBain  
Mr. A. McDonough

Mr. J.P. Smiddy, Local # 805  
Mr. W. Manning  
Mr. J. Taft

Mr. Mullen requested the Secretary to pass the  
following proposed clause to the members of the Standing

Committee present, the clause being submitted by the I.L.A. in typewritten form:-

"When the sling-loads are limited to 1120 lbs. or the recognized old established loads are being handled, discharging or loading, the minimum number of men to a gang shall be seventeen. Employers to have the right to judge how all men are to be distributed.

"When owner or agent considers it necessary to increase the present sling-loads for the despatch of a ship, it is understood that these increased sling-loads shall be landed on the wharf and distributed on single trucks discharging, and for loading shall be assembled on the wharf or foot of the stage by single trucks, in which case four additional men shall be employed to handle these increased sling-loads - 2 men on the dock, 2 men in the hold.

"These extra men shall be employed for not less than four hours.

"The above clauses do not apply to any cargo discharged into lighters, or directly into or from cars, nor to any cargo handled by an electric magnet, or to sailing ships, in all of which cases the number of men shall be left to the stevedores' discretion."

The Chair called the attention of the Delegates to the fact that the sentence reading:

"Any abuse of this clause shall be immediately reported to the standing committee of the employers," had been omitted from the draft submitted by Mr. Mullen, and asked if it was the intention of the Delegates not to include this sentence.

Mr. Mullen stated that possibly their Secretary had made a typographical error in submitting the clauses, but it was not their intention to omit this sentence.

The Chair then stated that he further noticed that they had cut out the reference to 4 wheel platform trucks which was in the clause submitted by the Standing Committee to the Delegates at their Meeting on May 9, and asked what the objection was on the part of the men to 4 wheel trucks.

Mr. Mullen stated that the men knew nothing about 4 wheel trucks at this port, as they had never been used here, but that they were convinced that there were some parts of the port where they could not be used, and that they did not feel that they could agree to give 4 wheel trucks to one line or one stevedore, and refuse to handle the same equipment in another part of the port: in other words, that there should be no discrimination.

The Delegates stated that it would appear from information which had come to them that at least one stevedore in the port had already made his plans to discharge cement on 4 wheel trucks and secure a ton in the sling-load with only the addition of 1 or 2 extra men, or with a total of 21 men in a gang. They stated that this viewpoint of the operator in question was a puzzle to the men, as the wording of the clause submitted by the Standing Committee provided that

"when owner or agent considers it necessary to increase the present sling-load for the despatch of a ship, it is understood, etc. etc."

and stated that the men did not understand that the increased sling-loads were to apply except where the despatch of a ship was necessary, and not as a regular method for the discharging of steamers.

The Chair then asked Mr. Mullen why it was that in his proposed clause he had eliminated "total 21 men."

Mr. Doolin stated that the smallest gang now in use at the port consisted of 19 men, and that in many cases it ran higher, that in order to increase the sling-load the gang must be increased by 4 men over and above the present number.

The Chair stated that he had made it quite plain at previous meetings that such a proposition could not be agreed to, and that, as he understood it, what Mr. Doolin and the other delegates were driving at was that it would be necessary, in order to get unlimited sling loads, to add 4 men to the total number of men now in a gang handling the various commodities.

Mr. Doolin and the other Delegates agreed that this was so.

The Chair again repeated that he had told the Delegates at previous Meetings that if we agree to the proposed clause, it means a minimum of 21 men, the gang to be added to by the operator if, in his judgment, it was necessary to keep the fall working, and further stated that, in view of the understanding which he thought had been made clear on previous occasions, it would seem to him that the Present Meeting was a waste of time if Mr. Doolin's proposition was all that the men had to offer.

Mr. Ravenel also called attention to the fact that the shifting of the additional men from gang to gang had been eliminated from the clause submitted by the Standing Committee on May 9, and Mr. Mullen



confirmed that this was intentional, and that any extra men employed must be kept in the gang for not less than 4 hours.

The Chair called the attention of the Delegates to the fact that, even working under the old basis, the men were not willing to give the weights, and especially mentioned the fact that they had attempted to cut the number of bags of onions down to 9, although the Agreement under which they are now working provides for 1120 lbs. or 10 bags.

He also called attention to the fact that the consignees of the China Clay steamers coming here stated that the cost of handling China Clay at this port was 30 cents per ton in excess of that at other ports, and that if the men wanted to continue to handle China Clay at this port, it was up to them to cooperate in some way in order to keep the ships coming in.

He further stated that, insofar as the clause proposed by Mr. Mullen was concerned, he had nothing more to say; he felt quite sure that it was not satisfactory to the Standing Committee, and was certain that the operators and contracting stevedores of the port would never agree.

Mr. Smiddy again asked that the Standing Committee submit a list of commodities on which increased sling-loads are required, stating that he felt sure that the Organization would work out a reasonable gang to handle increased sling-loads in a satisfactory way, but the Committee felt their clause as submitted broad enough to cover the situation.

The Meeting adjourned at 3:30 P.M.

E.M. Hagarty  
Secretary

There was no progress toward an agreement, as will be definitely shown by the reading of the minutes of meetings held on October 1, 1928, and on October 16, 1928, also, October 17, 1928.

MINUTES OF A MEETING OF THE STEAMSHIP OPERATORS &  
CONTRACTING STEVEDORES OF THE PORT OF BOSTON HELD  
IN THE LIBRARY OF THE BOSTON GRAIN & FLOUR EXCHANGE  
AT 11 A.M. MONDAY, OCTOBER 1, 1928.

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PRESENT

Mr. E.M. Hagarty	Cunard Line
Mr. T. Quinn	Quinn Bros. Inc.
Captain T.A. Miller	U.S. Shipping Board
Mr. F. Donovan	Commonwealth Stevedoring Co.
Mr. I.T. Sorge	Dollar Line
Mr. Rodey	Norton, Lilly & Co.
Mr. W.K. Hoorbeck	American-Hawaiian Line
Mr. McLaren	The McLaren Stevedoring Co.
Mr. McGlynn	Luckenbach Line
Captain McLean	do.
Mr. Smiddy	Furness, Withy & Co. Ltd.
Mr. H.L. Porter	do.
Mr. E.S. Booth	E.S. Booth & Co.
Mr. G.F. Ravenel	I.M.M. Co.
Mr. A. McHugh	B.A. Carroll Co. Inc.
Mr. B.F. Carroll	do.
Capt. Devlin	F. Jarka Co. Inc.
Mr. DeGroot	North German Lloyd Co.
Mr. Connor	A.C. Lombard's Sons

Mr. Hagarty of the Cunard Line called the meeting to order at 11:15 A.M., stating that Mr. Stewart had not yet returned to Boston, and nominating Mr. G. F. Ravenel as temporary Chairman. There being no objections, Mr. Ravenel was declared elected, and assumed the Chair.

Mr. Ravenel stated that the first business was the election of a committee to deal with the labour

delegates. The Secretary was asked to read the names of the Committee which had served during the past year, and on the motion of Mr. Booth the Secretary was instructed to cast one ballot for the same committee, which was declared elected.

The Chair then stated that at the request of the I.L.A. delegates, they had met with them last week, and received from them proposed agreements to cover working conditions at this port for the year commencing Oct. 1. The Chair stated that there were very few changes from the agreement which we last signed for the 1926-27 term. The Secretary had drawn off these changes, which were distributed to those present.

Particular attention was called to the change in the clause covering the working of cargo under distress conditions, to the increase asked from 80 to 85 cents for meal allowance where longshoremen furnished their own meals when working vessels or lighters in the harbour, and to the fact that the I.L.A. were this year asking that the sling-load agreement for 2 bales of waste and rags be qualified by adding the words "no bale to weigh in excess of 700 lbs."

The Chair also called attention to the fact that

the overtime rate for handling hides in New York was \$1.45, while the Boston men were asking \$1.50 per hour.

The Chair further called attention to the proposed letter to be incorporated as part of the agreement under Art. XI, to cover the payment of longshoremen when ordered out on Sundays and Holidays. He stated that this letter provided for payment on similar basis to that which had been followed by the operators for the past year, and asked if anybody had had any difficulty in connection with such payments in recent months. The Secretary stated that his attention had only been called to two cases, and that both of these had been settled on the basis of the examples given in the proposed letter.

The Chairman stated that the question before the Meeting was whether or not we should sign an agreement similar to the last one which we signed two years ago, or whether we should renew the demands made on the men a year ago, and called upon several of the operators present for their views, who expressed themselves as follows:-

Mr. E.S. Booth. Was opposed to any further concessions to the men.

Captain T.A. Miller. Suggested the desirability

of standing firmly on the New York agreement.

Mr. Quinn. Thought it advisable to sign on the best terms possible, and was convinced that we should get nowhere with the men if we tried to negotiate the New York agreement.

Mr. Rodey and Mr. Porter. Had similar views to Mr. Quinn's.

Mr. Hagarty. Stated that it was the feeling of his Company that a firm stand should be taken with the men, and that we should not acquiesce in their demands or sign an agreement limiting sling-loads or leaving the foreman question unsettled, as to do so would leave the employers in such a weak position that there might very well be no end to the demands which might subsequently develop.

Mr. I.T. Sorge. This gentleman's viewpoint was that the Committee might start with the New York agreement, and be able to negotiate some of its provisions which were more favorable than those of the Boston agreement, even though it were not possible to get them all. He spoke particularly of the meal hours; he felt that the Boston men should agree to work 10 hours a day, the hour between 7 and 8 A.M. and 5 and 6 P.M. at straight overtime rates. However, he felt that it

would be advisable to arrive at an agreement on the best terms possible.

The Chair stated that last year the Committee were somewhat handicapped as a result of instructions given by the operators in the negotiating of an agreement with the men, which had resulted in no agreement being signed. He felt that it would be advisable to give the Committee a free hand, and asked those present if they had confidence enough in the Committee to authorize them to negotiate the best agreement possible, on the understanding that nothing would be granted which would be more burdensome than the men had received under the 1926-27 agreement.

The Chair further summed up the suggestions which had been received as follows:-

Captain Miller. Suggested the desirability of standing on the New York agreement.

Mr. Sorge. Suggested that the authority desired be given to the Committee to negotiate the best agreement possible.

Mr. Hagarty. Suggested standing out on the points which we were at variance with the men last year.

Captain Miller put his suggestion in the form

of a motion, which was seconded by Mr. Hagarty, but this motion was overwhelmingly lost.

Mr. Sorge then put his suggestion as a motion, which was seconded by Mr. Porter, and carried by a large majority.

Mr. Sorge then brought up the foreman question and wished to know how the Committee proposed to deal with it.

The Chair rules that the foreman question was no part of the agreement, whereupon Mr. Sorge pointed out that the I.L.A. were forcing the rule which they had passed, and he would like to know what the position of the Committee towards it was.

The Chair asked if there were any advantages to the operators from the operation of the rule. There being no reply, and Mr. Sorge forcing the question, the Chair stated that he would leave Mr. Sorge to develop the position.

Mr. Carroll (stevedores for the U.S. Shipping Board) expressed as his opinion that it was a most undesirable rule, and that it should be straightened out.

The Chair stated that only concerted action on the part of all operators of the port could correct the situation.



Mr. Carroll then stated that when the situation arose, apparently there was nothing to do but for the operator to maintain his position and see it through.

Mr. Sorge stated that he thought that this was hardly a matter that should be left to an individual stevedore or operator, and that the matter should be dealt with by the Committee.

The Chair again repeated that the foreman rule was not a part of the agreement, and was never recognized as such, and gave a resume of the conditions which led up to the I.L.A. putting the rule into effect, and stated that the Committee would welcome any suggestion as to how to deal with the foreman situation.

3 Mr. Sorge insisted that the question was an important one, and that the view of the stevedores should be obtained by the Committee, whereupon the Chairman called upon some of the other stevedores present to express their views.

Mr. Quinn stated that in his opinion the stevedore or operator should have the option of putting his foremen where he wants them without being dictated to by the I.L.A. and which they could not do under the present I.L.A. rule.

Captain Delvin, of F. Jarka Co. Inc., expressed

substantially the same view. He stated, however, that he felt there was some justification for the men objecting to a foreman being transferred three or four times in a week, but that he should be able to shift his foremen in moderation, and he felt that it could be arranged with the I.L.A. without a strike.

There being no further views expressed, the Chairman brought up the question of the clerks' agreement.

The Secretary had prepared statements indicating the clerks' demands as against the clauses agreed upon by the Committee last year, and these were handed to those present.

The Chair assured those present that the Committee would not agree to Clause 1 as proposed by the tally clerks, neither would they agree to Clause IX dealing with work on damaged cargo. The other changes were relatively unimportant, and he felt that the Committee would be able to negotiate an agreement with the tally clerks without difficulty, and without giving them anything which would make it more burdensome for the operators.

The Chair then stated that the Committee was very much embarrassed last year through information of

the proceedings of meetings getting out to the I.L.A. delegates, and he cautioned those present to consider what had been said at the meeting as strictly confidential, and asked that every care be taken to see that reports did not leak out.

Mr. Porter moved an adjournment at 11:50 A.M.

E.M. Hagarty  
Secretary

MINUTES OF A MEETING OF THE STANDING COMMITTEE OF THE STEAMSHIP OPERATORS AND CONTRACTING STEVEDORES WITH THE I.L.A. DELEGATES HELD IN THE COMMITTEE ROOM OF THE BOSTON GRAIN & FLOUR EXCHANGE WEDNESDAY, OCTOBER 17, AT 11 A.M.

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PRESENT

Mr. Charles Stewart  
Mr. F.W. Anderson  
Mr. G.F. Ravenel  
Mr. I.T. Sorge  
Captain T.A. Miller  
Mr. J. Wylde, Jr.  
Mr. T. Quinn

Mr. Charles Stewart in the Chair, who called the meeting to order at 11 A.M.

The Chair introduced Mr. Overstreet of Washington, D.C. representing the Shipping Board, at the same time

advising those present that he had had a discussion with Mr. Overstreet prior to the meeting, and had posted him fully with reference to the situation here.

The Chair further stated that perhaps Mr. Overstreet would like to make a statement at this time.

Mr. Overstreet referred to Clause 17 of the 1926-27 Agreement and the qualifying letter incorporated with this clause, and stated that the principal point he had in mind was that the Shipping Board would very much like to have the new agreement signed without this qualifying letter, that at no other port in the world where Shipping Board steamers operate, with a possible exception or two outside of the United States, was there any limitation placed on sling-loads. He stated that the Board considered the limiting of the sling-load the worst penalising factor in the old agreement.

Mr. Porter, of Furness, Withy & Co. Ltd. brought up the question of lapses, and stated that on a recent steamer 23 men had left the ship at the same time.

At 11:15 A.M. the following delegation representing the I.L.A. was admitted:-

Local 799 - Mr. J. Doolin  
          Mr. M. McCarthy  
          Mr. T. Fitzgerald

Local 800 - Mr. J.P. Mullen  
          Mr. M. McDonough  
          Mr. A. McBain

Local 805 - Mr. J.P. Smiddy  
          Mr. W. Manning  
          Mr. J. Taft

          Mr. Wm. F. Dempsey  
          Mr. J.F. Conley

The Chairman introduced Mr. Overstreet to the delegates, and went on to state that he understood that certain suggestions had been made by the Committee to the men at the last meeting which they were to consider and report on at the present time.

Mr. Mullen explained that the delegates had been very anxious to secure a meeting with the Committee last Thursday, but had been advised that such was impossible. They had, therefore, called a meeting of the Locals on Sunday, where the questions in dispute had been discussed, resulting in the decision of the Locals to place the matter in the hands of their International President to get their old agreement.

The question of the lapses was then brought up. It was pointed out by the delegates that this question was not involved in the renewal of the agreement, and that the remedy was in the hands of the foremen.

The Chair then brought up the question of the weight of sling-loads, and the delegates suggested that the logical way to dispose of this matter was to sign the agreement the same as last one with the qualifying letter, and then each side could appoint small committees to adjust a sling-load clause after the agreement is signed.

The delegates were unanimously of the opinion that they should get their old agreement renewed at Boston, as all other North Atlantic ports had renewed agreements without change for 1928-29.

The Chairman then remarked to Mr. Mullen that as he understood it, the delegates were only prepared to sign the old agreement.

Mr. Mullen replied in the affirmative, but that they were willing to negotiate the points of difference after the agreement was signed.

The Chair considered that if the men were willing to negotiate points of difference after the agreement was signed, there was no reason why they should not do so before signing.

Mr. Mullen contended that it was not advisable to spend the time negotiating as we did last year before signing the agreement, as it would undoubtedly take a

considerable amount of discussion to come to an agreement with reference to the sling load, and the records showed that last year there were 12 meetings with the delegates without arriving at any agreement.

The Chair asked Mr. Mullen what Mr. Ryan's position was.

Mr. Dempsey replied that Mr. Ryan's position was that all other ports had renewed existing agreements, and that if there were any real objections to the old agreement at Boston, the employers would have straightened them out before this, and Mr. Ryan felt that the same consideration should be given to the I.L.A. at Boston as was given at other ports.

Mr. Dempsey further stated that at the last meeting it developed that there were three points in dispute which were standing in the way of the signing of the agreement.

1. The lapse question
2. The foreman question
3. The weight of sling-loads

He contended that the first two points at issue were not in any way part of the agreement, and that the delegates were quite prepared to sign the old agreement, with the understanding that the sling-load question would be adjusted later.

The Chairman thereupon pointed out that Mr. Ryan's position was not well taken, as the records showed that 12 meetings had been held with the delegates last year to try to adjust the sling-load without success, and the Chair further questioned Mr. Dempsey as to whether it was not a fact that Mr. Ryan had signed or approved agreements without limiting the sling-load in any way at all other ports.

Mr. Dempsey agreed that this was so.

The Chair therefore asked why an exception should be made at Boston, and instanced the agreement recently signed at Philadelphia, reading Clause 40 of this agreement to those present.

Mr. Mullen's view was that Boston's claim to special consideration was due to the different system of handling cargo at this port as compared with other ports.

Mr. Overstreet stated that he could not understand why the sling-load should be limited.

The delegates attempted to show Mr. Overstreet that without limiting the sling-loads the men would be overloaded on the hand trucks and abused by the stevedores.

Mr. Overstreet in reply to the delegates stated



LONGSHORE LABOR CONDITIONS IN  
THE PORT OF BOSTON

Part II

by  
Earle F. Hiscock  
Course XIII-C

- 1932 -

that there were 3 interests

1. The ship
2. The stevedore
3. The labour

and that the ship was the primary interest and should have first consideration. He said that the prosperity of the steamship contributes to the prosperity of the men, and stated as his firm conviction that a stevedore could not get away with overloading or abusing men in this age. Mr. Overstreet went on to say that the operators could not get along without the longshoremen, and that the longshoremen could not get along without the steamship companies, and that it was very desirable that the men view the situation fairly and adjust the sling-load question.

Mr. Doolin, however, claimed that owing to the competitive bidding among stevedores for the work, the stevedores were killing the men.

Mr. Overstreet said that while he was not entirely familiar with the views of the other operators at the port, speaking for the Shipping Board they would like very much indeed to get an elimination of the sling-load limit. The Board had every desire to be fair to all, and he considered this request a very fair

one, and was of the opinion that the employers intended to be fair, and that there would be no hardship on the men.

Mr. Stewart explained how the limitation of the sling-load originated - as a result of the hand-truck load - to which explanation Mr. Doolin agreed, but Mr. Doolin claimed that 60% of the cargo handled at this port is not limited in the slings.

Mr. McBain claimed that one of the difficulties in the way of reaching an agreement was the fact that the operators themselves did not agree on what they wanted.

Mr. Overstreet remarked that he felt that the delegates were making much ado about nothing, because, if the draft is increased, the number of men must be increased to keep the fall working. He said that the despatch of a ship is all important, and that the whole idea of the operators in endeavoring to secure a heavier sling-load is to quicken the despatch of a ship. He asked why the delegates did not take the clause as now written without the qualifying letter and rewrite it into the new agreement. He stated that in his opinion the clause was very well written to protect the longshoremen, and that it was in every sense fair to all.

Mr. Smiddy claimed that the present method of limited sling-loads resulted in just as good, if not better, work being done here than at other ports, and stated that several years ago the men were averaging 35 tons an hour.

The Chair asked if the average used to be 35 tons an hour, what the average was today, but Mr. Smiddy was unable to answer this clearly.

The Chairman referred to the discussions last year regarding the sling-load, and the delegates agreed with him that the fly in the ointment in previous negotiations was the 4 additional men in the hold required in loading, and asked if we now agreed to this, whether the men would agree to no limit being placed on the sling-loads.

Mr. Mullen agreed that 4 additional men would result in unlimited sling-loads.

The Chair then said "as we have not agreed to give you the 4 men, isn't it possible for you to offer us some kind of a compromise?"

Mr. Mullen stated that it was not, and gave a lengthy statement of the I.L.A. reasons why there could be no compromise.

The Chair tried to develop with Mr. Mullen how

many additional men they required on the dock if we granted 4 additional men in the hold in loading.

Mr. Mullen's position was that this would be up to the stevedore.

Mr. Quinn, as a stevedore, gave it as his opinion that at least 6 additional men would be required on the dock to keep the fall working.

The Chair pointed out that, taking these figures and Mr. Smiddy's statement of some time ago, in order to secure unlimited sling-loads on Cunard passenger ships, the additional men must be put on these ships in addition to the oversized gangs now employed, and that it might require as many as 36 men in a gang to work these passenger type steamers.

To this Messrs. Smiddy & Mullen agreed, and Mr. Smiddy qualified his acquiescence by an opinion that it would be impossible to work economically with less and that the Marine Superintendent of the Cunard Line would give them 36 men.

The Chair then asked the delegates what they had done about the foreman question.

Mr. Doolin pointed out that the foreman question was not part of the agreement, and asked if they did not have a right to legislate for their own organization.

The Chair pointed out that in this case their

legislation interfered with our rights, and that the legislation was unfair in that they make a rule that a foreman cannot leave the ship, while they allow all other members of the organization to do so if they see fit, and asked Mr. Doolin if this was not the case, to which Mr. Doolin agreed.

Mr. Smiddy again urged that we sign a renewal of the old agreement as is, and negotiate all points at issue later.

The Chair stated that that was a matter for the Standing Committee to decide, but before discussing this with the Committee it was very essential that they should have the views of the delegates on the points at issue.

The Chair went on to state that the delegates' proposal is that they want the old agreement, and are not prepared to make any changes before it is signed, and asked if that was correct, to which the delegates agreed.

Mr. Ravenel asked what assurance we could get for some adjustment of the points at issue if the Committee signed the agreement.

Mr. Smiddy considered that the reputation of the delegates was sufficient guarantee.

Mr. Mullen thereupon made a plea for the signature of the agreement as is, and pledged his time, and that of his Committee, to adjust the points of difference.

Mr. Overstreet pointed out that if the delegates had confidence that these points at issue could be adjusted, they must consider that the Standing Committee were responsible in their views, and that if they felt this way, he would suggest that the delegates go back to their Locals and say to the men that the employers are reasonable, and that they will undoubtedly give way on some of the other points at issue if the men will grant the unlimited sling-load, and asked the Chairman if his Committee would agree.

The Chair stated that he felt that there were three most important points from the viewpoint of the operators.

1. The change from the 11 o'clock to the noon pick-up
2. The foreman question
3. The weight of the sling-loads

He gave as his opinion that all three could be compromised if a proper disposition was shown.

Mr. McCarthy claimed that there was a disposition to impose upon the men, and stated that scales

were fixed at Mystic Docks recently on a discharging job which was being undertaken by Jarka & Co. The work in hand was the discharge of Wood Pulp cargo, and in order to obtain a heavier sling-load the bales of Wood Pulp weighed on the scales at the pier showed a weight of 385 lbs., which were subsequently proved, when weights were secured from Mr. Murphy, to have averaged 480 lbs. Mr. McCarthy stated that 3 bales constituting a sling-load were weighed at Mystic Docks on the scales that had been fixed.

The Chairman, coming back to the question of the agreement, said to Mr. Mullen "you want to sign the old agreement and discuss the points at issue later."

Mr. Mullen: "What are the points at issue?"

The Chair: "First, the noon pick-up."

Mr. Mullen: "We have heard nothing about the noon pick-up this year, that is something new."

Mr. Stewart explained that he had been absent at recent meetings, but that he understood that this was one of the points.

Mr. Mullen suggested that the operators leave the room for a few moments in order to give the delegates an opportunity for discussion among themselves.



Before the Committee retired, however, the Chairman stated that, at Mr. Sorge's request, he would like a decision with reference to work between 7 and 8 A.M. on the Dollar Line ships.

The men contended that the Dollar Line ships were not passenger ships at this port, but were here for cargo purposes only. They contended that on a bona fide passenger ship they were prepared to work between 7 & 8 o'clock in the morning at overtime rates on arrival or sailing days.

At 12:50 P.M. the Standing Committee retired, and were recalled at 1-5 P.M.

Mr. Mullen stated that while the delegates had not been authorized by the Locals to do so, they had considered among themselves that there was justification for their making an offer, if it would result in the signing of the agreement.

Taking first the sling-load, Mr. Mullen offered unlimited sling-loads for an additional 2 men in the hold and 2 men on the dock, total 4 men in discharging, and an additional 4 men in the hold when loading.

Secondly, agree to the noon pick-up.

Thirdly, one foreman for one ship to remain unchanged.

The Chairman asked what position the delegates would take in the case of a foreman working on a cargo ship not finishing until Saturday afternoon, where the foreman is required to work a passenger ship arriving on Sunday.

The delegates stated that under the rule the foreman on the cargo ship would be unable to pick up for the passenger ship arriving on Sunday.

As regards the offer for the sling-load, the Chair asked if that meant unlimited loads.

Mr. Mullen said "yes, unlimited loads."

The Chair asked if the offer of the men meant that the additional men were over and above the minimum of 17 men now specified in the agreement.

Mr. Mullen, for the delegates, said " No. If the present gang is 19, 4 more men will have to go into the gang."

The Chair asked if the delegates considered that the delegates must put 4 additional men to the gang that precedent has established as the gang working various types of cargo or on various types of ships, taking as an example the Cunard passenger ships, which at the present time employ a minimum of 22 men in a gang.

Mr. Mullen said "Yes, that is it."

The Chair stated that the Committee would consider this proposal.

Mr. Dempsey suggested that if it was not considered practical by the Committee, it be agreed to appoint two small committees representing both sides to work out a practical method.

The men were asked to retire at 1:30, in order that the Committee might consider the suggestion.

The matter was discussed until 2 P.M., when an adjournment was taken for lunch.

The Committee re-convened at 3 P.M. and the delegates were recalled at 3:12.

The Chairman informed the Committee that the proposition regarding the sling-load had been carefully considered, but was not satisfactory to the Committee.

As regards the foreman question, while it is not in the Agreement, the rule should be on the basis of one foreman for two ships. In this connection the Chairman asked the delegates how they can reconcile the fact that the longshoremen leave ships when the foreman is not allowed to, both being under the I.L.A. jurisdiction.

Mr. Mullen contended that it was necessary for the men to leave the ships in order to earn a living.

The Chair stated that the delegates' proposition as regards the foreman was a most unfair one, because of the fact that the longshoremen are allowed to jump the ships, but the foreman is required to stay on the job until it is finished.

Referring to the sling-load, the Chairman stated that he understood that in order to get the extra weight desired, it would be necessary to put on 23 men in a gang where the present basis of the gang was 19 men, although the agreement calls for the basis of a gang of 17 at present. He stated that he considered this most uneconomical and unsound, and that the Committee considered the proper solution of the sling-load question that there should be a minimum of 21 men in a gang, for which the operators should receive unlimited loads, and made this offer from the Committee.

Mr. Overstreet, however, again stated that he thought the best solution was the old agreement without the qualifying letter, and asked the delegates why they did not accept that basis. He stated that nothing

could be fairer, pointing out that increased sling-loads meant increased production, that increased production meant increased men in a gang, but the delegates still contended that the men would be abused by the stevedores, and that they could not agree to an unlimited load without the number of men and the placing of them being provided for in the agreement. Mr. Overstreet pointed out to the delegates that they have machinery in their agreement to settle disputes and protect them against abuses, but the delegates remained firm in their decision.

The Chair asked the Secretary to read a proposal made to the delegates during last year's negotiations, and the following clause was read:-

"When sling-loads are limited to 1120 lbs. or the recognized old established loads are being handled, discharging or loading, the minimum number of men to a gang shall be seventeen. Employers to have the right to judge how all men are to be distributed.

"When owner or agent considers it necessary to increase the present sling-loads for the despatch of a ship, it is understood that these increased sling-loads shall be landed on the wharf and distributed on single trucks discharging, and for loading shall be

assembled on wharf or foot of stage by single trucks, in which case four additional men shall be employed to handle these increased sling-loads - 2 men on the dock, 2 men in the hold, total 21 men; if 4 wheel platform trucks are used, singling out shall not be necessary. These extra men shall be employed for not less than four hours, but shall not be paid more than the remaining men in the gang. Such extra men so employed may be shifted from one gang to another, or from one hatch to another. Any abuse of this clause shall be immediately reported to the Standing Committee of employers.

"The above clauses do not apply to any cargo discharged into or from lighters, or directly into or from cars, nor to any cargo handled by an electric magnet, or to sailing ships, in all of which cases the number of men shall be left to the stevedores' discretion."

The Chair gave as his opinion that this clause was a very fair compromise.

To this Mr. Overstreet agreed, and urged both committees to accept it if the present clause in the agreement without the qualifying letter could not be agreed upon.

Mr. Smiddy stated that he could see no reason why the old agreement could not be signed now, and work out the disputed points after signing, but the Standing Committee declined to consider this proposition.

The Chair asked Mr. Overstreet if he had anything further to say to the delegates, as, apparently, no agreement could be reached, and it might be well to adjourn.

Mr. Smiddy then stated that he felt that the 1925 proposal by the delegates should receive consideration. This proposal was read by the Chair:

"Our counter proposition as to increased sling-loads has been taken from communications you have sent to us from April 25, 1924, to March 20, 1925.

"We agree to an average sling-load of 1800 lbs. for discharging and loading.

"For discharging there shall be 9 men in the hold, 4 men on deck, 10 men on wharf and a foreman, total 24 men.

"For loading there shall be 12 men in the hold, 3 men on deck, 10 men on wharf and a foreman, total 26 men.

"It is understood that these 1800 lbs. sling-loads are to be landed on the wharf and distributed on

hand trucks, and when loading it is to be assembled by hand trucks, for the sling-load."

Mr. Overstreet then suggested that the delegates accept the present wording of Art. 17 without the qualifying letter, but with the addition of a note that a working basis is subsequently to be arrived at and incorporated as a part of the agreement, but this suggestion did not find favour with the delegates.

The Chair asked Mr. Mullen if under his offer the additional men were optional, and the operators could continue to work on the basis of the old sling-loads if they preferred.

Mr. Mullen assured the Chairman that this was the intention of the delegates.

It was then proposed by the delegates that they might agree to unlimited sling-loads on the basis of 7 men in the hold discharging and 12 men in the hold when loading, with the necessary truckers on the pier to be assigned to keep the fall working.

The Chair asked if we could take this as a proposal from the delegates, to which Mr. Mullen said yes.

Mr. McBain thought, however, that this offer was not properly worded, as in the handling of cement



ships it is now the custom to place 7 men in the hold.

Mr. Quinn, however, stated that he would at once agree to put 9 men in the hold on cement for unlimited loads, and he was certain that the other stevedores would also agree to do so.

The Chair suggested that the delegates retire in order that the Committee might discuss this proposal, and the delegates were excused at 5:10 P.M.

The Chair stated that in his opinion the men were a little more amenable to reason than they had been, and suggested the immediate appointment of a Committee to work out a sling-load basis with a committee of the delegates.

Mr. Sorge, however, did not agree that this was a desirable action to take, and pointed out the result of such an action during the negotiations in 1925, reading from the minutes of the meetings held at that time.

Mr. Ravenel thought that the last proposition submitted by the delegates of 7 men in the hold discharging and 12 men in the hold loading was the best that we could obtain.

It was further decided that it was not desirable to put the foreman question into the agreement, but that we should have an understanding with the delegates that it would be discussed and settled later. It was therefore agreed that we would counter the offer of the delegates with an offer of 7 men in the hold in discharging and 4 extra men in a gang loading, the extra men to be placed at the operators' option, with the further option of both loading and discharging on the old basis of limited sling-loads if it was considered more desirable by the operator; further that we would accept the noon pick-up.

The delegates were recalled at 5:35 P.M. when the Chair made the offer decided upon. This provoked a further discussion, and as the hour was getting late, the Chair suggested that we adjourn to reconvene at 11 A.M. on Friday, 19th. inst. Some of the delegates felt that it would be desirable to settle the matter immediately, but the Chair stated that we were offering the delegates an opportunity to meet us for a further discussion at the time mentioned, and adjourned the meeting at 5:45 P.M.

E.M. Hagarty  
Secretary

These minutes give the tempo of the negotiations. In a meeting of Feb. 15, 1929, Mr. Mullen, a delegate, and Mr. Smiddy, stated with all fairness the complaints of the men.

The minutes of the meeting, in part, are as follows:

"Mr. Mullen, speaking for the Longshoremen, stated that they had presented a proposition to the Steamship Operators during this past year which seemed to be equitable and had every promise of its being passed, but in the final vote the proposition had been turned down. They now wish to present the following proposition: A sling-load of 1800 lbs. limit with two additional men in a gang in the hold and two additional men in the gang on the wharf during discharging operations of a vessel. When loading a vessel and using the 1800 lbs. limited sling-load, there were to be four extra men in the gang in the hold. Under no circumstances were more than 1120 lbs. to be placed on any single truck and that the sling-load must be broken up on the cap of the wharf. Discussion on this subject was entered into by various members of both committees.

"After much discussion of this matter, Mr. Smiddy

of the Longshoremen's Committee, talked on the unlimited sling-load and stated that he thought the Longshoremen might agree to the unlimited sling-load if they were guaranteed the additional men in the gang, and might even agree to the cutting down of the gang if the men so eliminated were used in another hold and were guaranteed a minimum of four hours when they were called out.

Mr. Smiddy, of the Longshoremen's Committee, suggested that it would help the cause of the Steamship Operators in obtaining the unlimited sling-load and other demands or requests if the Steamship Operators' Committee would use their good offices with the Boston and Albany Railroad in East Boston to have the Boston & Albany compete in securing ships for that district. Mr. Smiddy stated that they had lost within the past two or three weeks, two ships with large consignments which were originally intended for the Boston & Albany piers because of lack of interest on the part of the Boston & Albany Railroad. He also stressed the necessity for toilet facilities for longshoremen at the various piers and stated it was lack of interest on the part of Steamship Operators in the longshoremen that caused the longshoremen

to oppose what the Steamship Operators considered a fair compromise on problems before them."

Through the year 1929 the negotiations proceeded but no agreement was reached. The Inter-coastal Lines took a firm stand regarding the use of the so-called "hide carts" on their piers in discharging wool and in the month of August the men struck against the American-Hawaiian Steamship Company. This was really a strike against the use of mechanical equipment. The hide carts were wholly unsuited for the purpose. They were tipsy two-wheeled affairs, which although perhaps a necessary makeshift for discharging wet hides, were a poor choice for handling baled wool.

The American-Hawaiian Line employed strike breakers and in about three weeks the men returned to work. A secret agreement by the Delegates was responsible for their return. The men believed that they had won, but in reality they had been defeated. The operators did agree to keep the hide carts away for a time to avoid an unpleasant reaction on the part of the men. As the manager of the company put it, "The carts affected the men the way a red

flag affects a bull." The following letter which was circulated by the Maritime Association shows the true settlement.

August 28, 1929

To Members of the  
Maritime Association:

Members of the Association are informed that despite reports to the contrary, the settlement of the recent longshoremen's strike against the American-Hawaiian Steamship Company was a complete victory for the Steamship Company.

The settlement agreement is quoted as follows:

August 17, 1929

"It is understood that the standing committee of the International Longshoremen's Association at Boston agrees that the employer has the right to use any gear or equipment, provided it does not endanger the safety of the men, and that they will order their members to return to work on all ships <sup>on</sup> which they

have refused to work.

"Furthermore, it is understood that hide carts will be used in discharging wool or any other commodity and that no question shall be raised on their part as to an increased number of men in the gang."

It is requested that this be considered as strictly confidential. "

Frank S. Davis,  
Manager

In the later months of 1929 the Secretary of the Boston Port Authority wished to join in the negotiations. The operators consented to this but the active part taken by the Port Authority was negligible. The operators preferred to keep the negotiations in their own hands. A letter from Mr. Parkhurst to the operators follows.

"In connection with the present negotiations between the longshoremen and the steamship operators concerning a new working agreement to run for a year from October 1, 1929, the Boston Port Authority offers

its services to both parties as follows: The Port Authority will hold a hearing, at which delegates from the Longshoremen's Union and representatives of the steamship operators would be present, and at which the arguments of both sides in respect to working conditions in the Port of Boston would be heard. The Port Authority will then make findings concerning the proposed new agreement, these findings either to be final and binding on both sides or to be subject to further discussion at the option of either side.

"The Port Authority takes the position that the best interests of the Port of Boston will be served by the adoption of the foregoing suggestion on its part, and requests immediate word from both the longshoremen and the steamship operators concerning this proposal."

Mr. Parkhurst requested a reply in either of the following forms:-

1. "We accept your proposal for a hearing before the Boston Port Authority concerning the adoption of a working agreement to run from October 1, 1929, to October 1, 1930, and agree to accept the



findings of the Port Authority as final and binding."

2. "We accept your proposal for a hearing before the Boston Port Authority concerning the adoption of a working agreement to run from October 1, 1929, to October 1, 1930, and agree to consider the findings of the Port Authority subject to further discussion."

The Intercoastal Lines - American-Hawaiian and Luckenbach, would not however agree that they would abide by the decision of the Port Authority. The negotiations were progressing toward a twenty-one man gang with unlimited loads.

The agreement for 1929-1930 was finally signed on December 2, 1929. The clause covering sling-loads was as follows:

"When sling-loads limited to 1120 lbs. or the old established loads, are being handled, discharging or loading, the minimum number of men in gang shall be seventeen. Unlimited sling-loads to be handled, discharging or loading, with a minimum number of men in gang of twenty-one. Employers to have the right to judge how all men are to be distributed.

"It is the intention that the number of men now employed in the hold on any particular commodity will not be reduced.

"The Employers to have option of starting any hatch under the present system of sling loads of 1120 lbs., or the old established loads, with minimum number of seventeen men in gang, or may start any hatch working the unlimited sling load with minimum number of twenty-one men in gang. The Employers may at any time change the working operation from limited sling-loads to unlimited sling-loads or from unlimited to limited sling-loads. Where a hatch is being worked with an unrestricted sling-load and 21 man gang, the extra men employed in the gang must be employed for the completion of the hatch, loading or discharging, whichever operation they were picked up for.

"The above clauses do not apply to lumber or to any cargo discharged into or from lighters or directly into or from cars, nor to any cargo handled by an electric magnet, nor to sailing ships, in all of which cases the number of men shall be left to the stevedores' discretion.

"It is understood that the weight of the truck loads on two-wheel hand trucks shall be 1120 lbs., or the old established hand truck loads."

Everything was as serene as could be expected, until during the summer of 1930 the Tally Clerks Union endeavored to open negotiations for an agreement to provide for complete unionization of the piers. The minutes of a meeting show the situation clearly.

MINUTES OF MEETING OF THE STANDING COMMITTEE HELD IN THE COMMITTEE ROOM OF THE BOSTON GRAIN & FLOUR EXCHANGE, 177 MILK STREET, AT 10:30 A.M. ON WEDNESDAY, JUNE 25, 1930.

PRESENT

Mr. C. Stewart  
Mr. J.N. Levins  
Mr. T. Quinn  
Mr. A. Lane  
Mr. G.F. Ravenel  
Mr. T. Smiddy  
Mr. H.L. Porter  
Captain T.A. Miller

Mr. Charles Stewart in the Chair, who called the Meeting to order at 10:37 A.M., and admitted the following Delegation representing the I.L.A. and Local 1068:-

I.L.A. Representatives

Mr. John Doolin, Vice President  
Mr. John P. Mullen  
Mr. Joseph P. Smiddy  
Mr. F. Fitzgerald

Local 1068

Mr. Joseph F. Conley  
Mr. J. McKendry  
Mr. H. Taylor  
Mr. J. Charlton  
Mr. J. Sharkey  
Mr. J. Mahoney  
Mr. J.A. Donevan

The Chair asked why the I.L.A. Delegation was so large.

Mr. Conley stated that all present were duly accredited Officials of the I.L.A.

The Chair thereupon registered a protest against the I.L.A. bringing in so many Delegates; he stated that he felt that it was advisable to keep the number of Representatives to a minimum, in order to avoid unnecessary discussions and controversies, but stated that inasmuch as they were present, we would proceed with the business of the day, and asked Mr. Conley what he had to say.

Mr. Conley thereupon handed to the Secretary several copies of a proposed Agreement, which were distributed to the Standing Committee.

The Chair stated that he had been given to understand that we were very close to an agreement under Article 1, but that the wording of this article in the Agreement just submitted by the Delegates was old stuff, and that we had been discussing same now for a

matter of 4 or 5 years, and apparently the Delegates were still insisting upon the position taken by them.

The Chair mentioned that there were several blank lines in Article 1, and asked if it was the intention to add something to the clause.

Mr. Conley said "No."

The Chair then asked the Delegates to state in plain English what their position was.

Mr. McKendry replied "The I.L.A. want all the jobs in the offices on the piers as well as on the piers themselves."

The Chair stated that so far as his line was concerned, they would never agree to I.L.A. men filling certain positions in the offices, and that he felt that this position would be maintained by the other Operators.

The Chair instructed the Secretary to read the proposal of the Operators, as submitted to Mr. Doolin in our letter of June 20th. and asked wherein this clause changed present working arrangements.

Mr. Conley replied that this proposal drew a line at bookmen, and only gave the I.L.A. the work on the docks, and that their Organization would insist upon the bookmen being members of the I.L.A.

Mr. Levins wanted to know if the proposal of the I.L.A. would not eventually result in all positions on the piers being filled with I.L.A. casual men.

Mr. McKendry replied that their proposal would eventually get rid of all permanent men and put all work in the hands of casual men.

The Chair stated that this proposal was preposterous, and could not be agreed to.

The Delegates then requested the Standing Committee to allow them the use of the Committee Room for a discussion among themselves, and the Standing Committee retired at 11:3 A.M. At 11:7 A.M. they were recalled, and Mr. Doolin stated that the purpose of the blank lines in the Agreement was for the incorporation of the names of permanent employees, and that they would be protected under the clause as long as they were employed by the lines.

The Chair stated that the lines would never agree to incorporate the names of their permanent employees in any Agreement, or submit them to the I.L.A. and that as we had already gone over the ground so very thoroughly so many times before, there

was no object in continuing the discussion, and adjourned the Meeting at 11:10 A.M.

E.M. Hagarty,  
Secretary

The stand which the Tally Clerks took at this meeting was the beginning of serious trouble. At this time the Tally Clerks were working on no signed agreement. The operators claimed that the agreement of 1925 which was again offered them in 1928 and was refused, was temporarily in force.

It will be noted that the Delegates from the longshoremen's locals were aiding the Tally Clerks. The Committee in their meeting on September 28, 1930, when the question of a new agreement was being discussed, mentioned this. The Chairman, Mr. Stewart, was of the opinion that they should refuse to sign until the points regarding the use of mechanical equipment with less than 21 men per gang, and the meal hours were clarified together with a definite prohibition of longshore delegates assisting the Tally Clerk delegates in negotiating. It was, however, the opinion of the majority that the 1929-1930

agreement should be signed with a few minor changes.

Mr. Stewart resigned as Chairman and Mr. Levins was elected.

Mr. Levins was aggressive and pursued a policy which he no doubt felt was beneficial to the operators. The minutes of a meeting held on October 6, 1930, give the best picture of the situation.

MINUTES OF A MEETING OF THE STANDING COMMITTEE OF THE STEAMSHIP OPERATORS AND CONTRACTING STEVEDORES HELD IN THE COMMITTEE ROOM OF THE BOSTON GRAIN AND FLOUR EXCHANGE, 10:30 A.M. MONDAY, OCTOBER 6, 1930.

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PRESENT

Mr. J.N. Levins  
Mr. H.L. Porter  
Mr. G.F. Ravenal  
Mr. E.M. Hagarty  
Mr. J. Wylde, Jr.  
Mr. T. Quinn  
Mr. T. Smiddy  
Mr. I.T. Sorge

Mr. J.N. Levins in the Chair, who called the meeting to order at 10:30 A.M.

The Chair asked the procedure which the Committee wished to follow and suggested in line with the action taken at the previous meeting, that when



the delegates were admitted, we offer them the old agreement with the clarifications previously discussed, and further that we require from the delegates, assurance by them that they will do their best to prevent stoppages of work in cases of dispute.

It was pointed out both sides had Grievance Committees who should be able on short notice to settle many of the disputes which in the past had caused delays to steamers.

As our Grievance Committee for 1930 and 1931 had not been named, the Chair appointed the following:

Mr. I.T. Sorge, Chairman Dollar Line  
Mr. E. Connor of A.C. Lombard Sons Co.  
Mr. Harry O'Neil of the I.M.M. Co.

It was suggested that this Committee might deal with the John G. Hall case where work was stopped on the SS KARLSRHUE. (Subsequently this case was referred to by the delegates in the meeting, and disposed of by the entire Committee.)

At 10:40 A.M. the following delegation representing the I.L.A. was admitted:

Mr. J.F. Conley, General Secretary

Local # 799

Mr.F.Fitzgerald

Local # 800

Mr. J.P.Mullen,  
Chairman

Local # 805

Mr. J.P. Smiddy

Mr. J. Carney                      Mr. G. Brady                      Mr. W.G. Manning  
Mr. M. O'Connell                  Mr. J.O'Donnell                  Mr. M. M. Mullen

Mr. Richard Parkhurst, Sec'y. of the Boston Port Authority was also invited to attend the meeting.

The Chairman then stated to the delegates that the Committee was prepared to sign the old agreement without change, but that there were one or two clarification of clauses which must be agreed upon. Also, that if the agreement was signed, we should look to the delegates to enforce Article 2 regarding stoppage of work.

Mr. Mullen then asked what clarifications were necessary, and the Chair referred to Article 2 of the Wage Scale which provides men can be ordered for work on passenger steamers on arrival and sailing dates at 7:00 A.M., and that it would also be necessary to come to an agreement with reference to interpretation of Article 3 of the Wage Scale when men are ordered out at a time other than 5:00 P.M. during the evening meal hour.

The Chair then asked if it was agreeable to the delegates that we proceed with the discussion on the assumption that both sides would sign the old

agreement and arrive at the clarifications desired.

Mr. Mullen replied no, and added that the delegates were only a committee who had placed before the Operators the demands of the men, and were required to put any other proposals back to the men for approval.

The Chair then pointed out that at all other ports in the North Atlantic range except Portland, the agreements had been renewed with a minimum discussion. He agreed that it was quite possible both sides were not satisfied in every case, and that undoubtedly where agreements were reached, it had been necessary for both sides to sacrifice something, and that this was one year when the delegates should get together with us, and save all time possible by renewing the existing agreement.

Mr. Mullen stated that they could not agree to do this as the men were very much abused under Article 17, and that the present wording of this article was far from satisfactory to the Longshoremen, all of the delegates claiming that the general overloading of men on hand-trucks was universal at all the piers at this port except in the case of the

I.M.M. Co., and that something had to be done about it.

Mr. Smiddy stated the only way to make the Operators realize the conditions on the pier, is for the Longshoremen to put on their coats and quit.

The Chair then stated to Mr. Smiddy that apparently Article 2 of the Working Rules was not worth the paper it was written on. Mr. Smiddy replied, "I quite agree," and again reiterated that all lines except the IMM. Co. were seriously overloading men on the two-wheel hand-trucks, and brought up as a specific instance the cases where the Cunard Line were handling two bags of sugar weighing approximately 500 lbs. on a two-wheel hand-truck.

He being pressed for further instances, Mr. Smiddy complained that Quinn Brothers had been overloading the men in handling sago flour on the MV Silver Palm.

Mr. Smiddy further claimed the delegates received no courtesy from pier superintendents, and in many instances were subjected to abuse.

Mr. Levins asked for specific cases on the American-Hawaiian Line. Mr. Smiddy replied the trouble

on the American-Hawaiian Line is practically concerned with the use of four-wheel trucks.

The Chair pointed out that under Article 2, there was no reason why the abuses complained of should exist, and pointed out the men had every recourse by which to have abuses corrected through the utilization of this article.

The delegates, however, stated that the men who complained or who might be inclined to call for an investigation of conditions under this article, would be black-listed and would receive no further work.

The Chair made it quite clear the Committee would not countenance anything of this nature, and had every desire to see that the men were fairly treated, and he referred to the records and read the letter sent all Operators under date of May 22nd. calling attention to the fact the men had claimed they were being abused, and urging Operators to live up to the spirit and letter of the agreement.

Mr. T. Smiddy asked if there were any instances of over-loading trucks on steamers controlled by Furness, Withy & Co. Ltd. Mr. Fitzgerald cited an instance where shot was being discharged into lard

trays, and trucked away on two-wheel trucks, the weight of the load being considerably in excess of 1120 lbs.

Mr. Mullen then cited the recent instance of dispute on the Luckenbach Line where a gang quit because they were asked to handle 1800 lbs. on a four-wheel truck, and Mr. Mullen stated so far as the delegates were concerned, they would not sign the old agreement without clarifications and distinct understanding with reference to the weights of loads on both the two-wheel hand-truck, and the four-wheel truck.

The Committee agreed with the Chairman that there was no reason why these alleged abuses should take place, and that they, the Committee, had ample authority to deal with guilty Operators, and that this was no reason why the old agreement should not be signed without any change under Article 17.

Mr. Mullen stated this was not the sentiment of the Longshoremen, and they were demanding some specification of weights to be agreed. The Chair, speaking for the Committee, stated that no specification of weights will be agreed on.

The Chair then referred to the clarifications requested with reference to work during the evening meal hours, and referred to the cases of the SS. Caledonia of the Anchor Line, where men were ordered at 5: 30 P.M. and the SS Byron handled by A.C. Lombard Sons Co., where the men were ordered at 6:00 P.M.

It was the decision of the Committee that Longshoremen can be ordered any time between 5:00 and 7:00 P.M. provided they are paid for a full hour at the double rate and the double rate to continue from the time they start until they are relieved.

The delegates, however, did not agree with this interpretation of the Clause, claiming that the wording "Men to be paid a minimum of one hour for any fractional part of the first hour" meant that the men are to be paid for the first meal hour mentioned: viz. from 5:00 P.M.

Mr. Hagarty contended this was never the intention of the Article and that this wording was incorporated in the agreement as a protection to the men, guaranteeing them a full hour at the meal hour rate in cases where a gang did not finish at 5:00 o'clock, but worked a few minutes after 5:00 P.M.

and had no bearing in cases where men were ordered out to commence work.

Mr. Mullen then asked that the Standing Committee of the Operators put their proposition in writing, to be submitted to the Longshoremen at their next meetings.

Mr. Smiddy asked if the changes requested by the men as submitted with the agreement presented at the meeting on Oct. 2nd. had all been rejected. The Chairman replied he would not put it exactly that way, but that the Committee also had many things in the back of their heads which they would like to have changed, and in as much as they also desired changes, he felt the thing to do was compromise and sign the old agreement, and further stated he would again take steps to warn all Operators against overloading of trucks.

The question was then raised as to the method of dealing with the Tally Clerks and the suggestion that the Tally Clerks' agreement be negotiated concurrently with the Longshoremen's, and the Chair ruled the agreements must be settled individually, as to



handle them otherwise would only be to confuse issues, and he proposed to settle the Longshoremen's agreement before taking up the Tally Clerks'.

Mr. Mullen stated there were a few other complaints which he would like to have an opportunity to present, and again brought up the question of the SS Byron, stating that the men were claiming time from 5:00 P.M.

Mr. Smiddy then reported on the Karlshrue case, the particular item of interest in this report being that the delegates claimed that the hurry-up gang went aboard the steamer and rigged prior to 1:00 P.M. when the balance of the gang reported for work.

Mr. Smiddy also submitted a report with reference to the SS C omeric on Sept. 8, handled by the Boston Operating Company in which he claimed the men were overloading slings, the No. 1 gang being forced to handle 12 bags schlac, with only 18 men in the gang.

Mr. Ravenal again pointed out that these things were no justification for knocking off work, as the Longshoremen in every case had redress through our

Standing Committee.

He discussed in some detail the situation of the SS Karlsruhe where he agreed that the Longshoremen really had a good case, but that this did not justify their refusal to work between 1:00 P.M. and 1:45 P.M. as had the men proceeded with their work and the case been brought to the attention of the Committee, the latter would undoubtedly have awarded the men what they were asking, and again emphasized the fact there was absolutely no justification for refusal to start work.

Mr. Smiddy claimed that stoppage of work was the only weapon of the men, and if they had not refused to go to work the Operators would never have agreed to pay them the money to which they were entitled.

Mr. Mullen then brought up the question of the employment of Longshoremen for shoring cargo on the Luckenbach Line, claiming the men employed to do this work should receive carpenters' wages.

The Chair reported for the Committee, and stated this had been discussed and where men in the past had received carpenters' wages, they had been

overpaid, and can lay no claim to increased wages under either the Longshoremen's or Carpenters' Agreement. If Longshoremen are employed to do work, they are entitled to Longshoremen's wages as specified in the Agreement.

The delegates were then excused at 12:45 P.M.

The Committee then discussed the advisability of putting their proposal to the delegates in writing, and it was agreed the Chairman and Secretary should draw up a letter and send it to the delegates.

The Karlsruhe case was then discussed and it was felt that if rigging was performed on the steamer by the hurry-up gang prior to 1:00 P.M. that it was a violation of Article 4 of the Working Rules, and that the entire gang were entitled to meal hour rates from noon until the time the ship finished, less the time that the ship was idle due to their refusal to go to work, and it was decided that the Secretary should write John G. Hall Company and the delegates to this effect.

It was then agreed to adjourn until 10:30 A.M. Wednesday, Oct. 15, at which time it was hoped the delegates would be able to report with authority to

conclude the agreement.

There being no further business, the meeting adjourned at 1:05 P.M.

E.M. Hagarty  
Secretary

Progress toward an agreement was hopeless. The delegates complained that the Grievance Committee had ceased to function because the man or men who made a complaint received no further work. They said that the operators had the men muzzled. The delegates also submitted to the Committee some proposed changes in the working rules which in reference to sling-loads and shaping time are given below.

PROPOSED CHANGES

ARTICLE 7: WORKING RULES

When men are hired and ordered out for work at any time during the meal hour period, the time shall run and count from the beginning of the meal hour period. Men to continue at the meal hour rates until relieved.

ARTICLE XI: WORKING RULES

Ordered out at 11:00 A.M. Worked to 12:00 noon, and finished minimum pay 4 hours at \$1.30.

Ordered out at 11:00 A.M. Worked to 12:30 and finished minimum pay 4 hours. EXAMPLE: 11:00 A.M. to 12 noon \$1.30; 12 to 1 P.M. \$2.60; 1 P.M. to 2 P.M. \$1.30; 2 P.M. to 3 P.M. \$1.30; total \$6.50.

SUNDAY NIGHT: Men ordered out for work Sunday night shall receive a minimum of 4 hours' pay, \$5.20.

ARTICLE 12: WORKING RULES

When gangs are hired for a ship arriving and are ordered out for work, all gangs shall be placed in some hatch on that ship. In no case shall the men be hired and ordered out for the following day. This Rule does not apply to Passenger ships.

ARTICLE 17: WORKING RULES

When sling-loads are limited to 1120 lbs., or the present established loads not less than 1120 lbs. are being handled, loading or discharging the minimum number of men in gang shall be seventeen (17).

When sling-loads average more than 1120 lbs. and are being handled on a four wheel platform truck,

upwards of 1500 lbs. shall be considered the sling-load weight for two (2) men. All sling-loads over 1500 lbs. shall be handled by no less than three (3) men. All sling-loads averaging one ton (must be handled by a mechanical device.)

It is the understanding that the number of men now employed in the hold on any particular commodity will not be reduced.

Operators have the option of starting any hatch under the present system of sling-loads of 1120 lbs. or the present established loads not less than 1120 lbs. with minimum number of seventeen (17) men in the gang, or may start any hatch working 1500 lbs. sling-loads on four wheel truck with minimum number of twenty-one (21) men in gang. When sling-loads are of a ton weight and the mechanical device is used, the minimum number of men in the gang shall be twenty-one (21).

ARTICLE XI

WAGE SCALE

Providing it in no way endangers the safety of the men.

NEW ARTICLE FOR THE WORKING RULES

SHAPING TIME

HOURS FOR SHAPING SHALL BE AS FOLLOWS:

8: A.M. and 10: A.M.  
1: P.M. and 3: P.M.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCALS  
799, 800, 805.

The Chair asked Mr. Mullen for an explanation of the proposition submitted stating that it was substantially the same as that previously submitted and declined by our committee. Mr. Mullen explained that the men were very much dissatisfied with the present sling-load and complained constantly of abuses and felt that there was no justification for asking men to truck the heavy loads on four-wheel trucks that they were now expected to haul. He complained that the trucks were not kept in condition for man power handling and should be hauled by tractors. The Chairman contended that all these complaints came under the question of "sling-load abuses," the cure for which lies in the hands of the delegates and the men themselves. He again referred to the clipping from Monday morning's Boston Herald where reference was made to alleged sling-load abuses and again reiterated the agreement gives the delegates the cure in their own hands and informed the delegates that our committee had unanimously decided against any

specification of sling-loads.

Mr. Smiddy asked if the Committee were adamant on this.

Chair replied, "Yes, Mr. Smiddy." Mr. Smiddy then stated that he considered that the proposal of the I.L.A. was within the scope of reason and that the changes asked for by them was the proper way to eliminate abuses.

The Chair in reply stated that we had been all through that question at the last meeting and that a situation had arisen since that time, indicated that the men will measure loads even with no specification in the agreement and instructed the Secretary to read a letter the American-Hawaiian line addressed to the Secretary of the Committee under date of November 5.

"On Tuesday, October 28th., our SS.Kansan, scheduled to sail later in the day to the Pacific Coast was completing loading at Mystic Wharf.

One gang was loading Chilled Shot in bags, weighing 100 pounds each, and this Chilled Shot was being handled on four-wheel trucks. Three men were on each truck and 20 bags, weighing 2000 pounds handled



in each load. One of the men in the gang named Cotter (Sparkplug) decided that the gangs should only load 15 bags on the trucks and declared himself accordingly, with the result that to finish the operation the stevedores loaded 15 and then 17 bags.

In picking up for the next ship, Mr. Cotter was left out of the gang, which brought a protest from Delegate Mullin, and I desire to register strong protest with the Steamship Committee against the support and encouragement given by Mr. Mullin to this man by encouraging him in his endeavor to disrupt an operation which was going along entirely within the purview of our Agreement. It is my contention that Mr. Mullin, instead of offering the encouragement he did, should have told Mr. Cotter in plain language that the operation was in strict accordance with the Agreement and that he was absolutely wrong in his stand. No peace can ever be assured in the port of Boston until the delegates individually and collectively are willing to stand behind the contracts they make in good faith."

Mr. Smiddy then informed the committee that it was unjust to Mr. Mullen to place on him the responsibility for the support given Mr. Cotter, as no

individual was responsible in that the District Council had taken the position.

Chair pointed out that his only object in bringing the matter up at this time was to prove that measuring is going on not only on limited loads but on unlimited loads as well. He considered that this was proved from the fact that the same load and the same method of handling the commodity had been employed as had been utilized for months, and yet an individual in the gang took it upon himself to cut the load down.

There was some discussion as regards the complaint made by the American-Hawaiian Line and Mr. Mullen attempted to place the blame on the stevedores' foreman referred to as "Barney."

Mr. Brady wanted to know what was expected of two men. Chair replied "two men's work, Mr. Brady" Mr. Brady felt that the unlimited sling-load exacted more than two men's work and that some specification of weights was only fair.

Mr. Smiddy then gave a resume of the sling-load situation as it was understood by the I.L.A. and pleaded for consideration of their sling-load

proposition claiming that it would work no detriment to the port, to the steamship company, to the stevedores or anybody here.

The Chair replied that our committee have directly opposite views and are convinced beyond a doubt that limiting the load would be a severe handicap to the port. Mr. Smiddy claimed there was an abuse of the men in every operation done in the port under the unlimited sling-load method. He claimed that it was the understanding of the delegates that the unlimited load was only going into the agreement as a trial proposition and was not to be a permanent feature.

The Chair asked Mr. Smiddy if he did not think that if the operators did not feel that the I.L.A. proposition was detrimental to the steamship interests and the interests of the port, did he not think that the operators would agree.

Mr. Smiddy replied that there was always an element of suspicion and that the men felt that there was something hidden which would work to their disadvantage.

Mr. Ravenal pointed out that any limitation of

truck loads would of necessity work out unfairly as with good equipment and a good floor on the pier a much heavier load could be trucked than with poor equipment over a rough floor or ever ramps and that the committee did not expect that the longshoremen would or could handle the same load under adverse conditions that would be expected of them with good equipment and a good floor. Mr. Ravenal went on to tell of an improper operation which had come to his attention where two men were trucking an unreasonable load up a ramp and stated that this was a case where our committee might justifiably have been called in to adjust the load.

Mr. Smiddy asked if our committee would have stopped this operation.

Chairman replied "Yes, we ask you to bring these things in to us. We have guaranteed fair play to you."

Mr. Smiddy stated that he thought Mr. Ravenal should have taken some action when the matter he mentioned was brought to his attention, and the Chair stated, "I agree." Mr. Ravenal stated he was now making such report.

Mr. Mullen claimed that figures of tonnage handled at this port show that the same tonnage was handled in 1930 with 21 men that required 34 men to handle in 1929.

The Chair replied "Conditions here in 1929 were all wrong and nobody knows this any better than you."

.....

Finally the committee refused to submit the case to arbitration issuing an ultimatum to the delegates. The delegates suggested that the Boston Port Authority be called in. The operators stood firm stating that with all respect to the Port Authority they would allow no third party to negotiate their agreement for them. Nothing was heard from the I.L.A. relative to an agreement until May 14, 1931, when Ryan, the president of the I.L.A., telegraphed to Mr. Levins and suggested that each side sign and look for clarifications afterwards. Negotiations got under way but never were successful.

During the summer the Tally Clerks, aided by the longshore delegates, had several skirmishes with the committee regarding complete unionization. An

agreement was nearly reached but fell flat because the I.L.A. would not allow the permanent men employed by the operators to come from the dock office unto the pier to tally or deliver cargo. Mr. Doolin of the Delegates suggested that "the only way out in his opinion, was 100% I.L.A. dock and that if the operators want the office the I.L.A. want the dock." He stated that "if the operators took the office they could do as they liked with it, and employ clerks from the five and ten cent store if they so desired, but that on the dock I.L.A. men will have to be employed." With this the meeting closed.

From this time forth conditions went from bad to worse. The delegates ~~on the one hand~~ complained that there was no cooperation on the part of the employers and that there were abuses of all kinds on all parts of the waterfront.

They claimed that unlimited loads were being worked with short gangs of seventeen to eighteen men. During the last week in September a dispute arose over the weight of the loads being discharged from a Luckenbach steamer at Commonwealth Pier. On the day

previous to the dispute the men had been giving the stevedore satisfactory loads. However, the same gang in breaking into a different hatch claimed that they could not give a larger load until they could get at the cargo in the tween decks. They said that they could not break it out fast enough to warrant the "aeroplane" sling remaining in the hold waiting for the heavier load. They claimed that it would be better to give lighter loads but more frequent hookings on until the cargo became easier to get. The foreman did not see it this way and ordered the men in no uncertain terms that they would have to give heavier loads or get their coats and quit. After some argument they did so.

With this there was considerable agitation up and down the waterfront and two weeks later, during the first week of October 1931, the whole I.L.A. went on strike.

The operators met the situation by recruiting longshoremens from the coastwise ships. There was considerable violence along the waterfront. Police protected the strike breakers. The Cunard Lines and the White Star took the office force to the piers.

On October 29, 1931, the steamship operators issued the following statement to the press. Just previous to this date the men had refused to return to work, when Mr. Ryan, the president of the I.L.A. in New York ordered them to do so.

STATEMENT OF STEAMSHIP  
OPERATORS

The present strike is the culmination of many years of unsatisfactory relations between the employing steamship lines and the waterfront workers.

Certain radicals among the Union Officials and delegates, together with radicals among the membership, have been responsible for this condition. They have provoked and encouraged frequent disputes and unnecessary stoppages of work. They have often proceeded in direct violation of the agreement with the employers. They have refused to discuss reasonably the necessary modification of the former unjust and discriminatory working rules and conditions. They have repudiated the leadership of the International President of the Longshoremen's Association.

It is the firm belief of the Steamship Lines that they do not represent the opinion of the many



fair-minded men among the Boston waterfront workers.

The steamship lines have been obliged to employ men outside of the Union membership in order to keep the commerce of the Port moving. These men are rendering satisfactory service. The available jobs are being rapidly filled. Such of the former workers as desire to be reemployed may apply at the individual docks, and they will be given consideration when jobs are available.

The conditions of employment are those under which Union men at New York, Philadelphia, Baltimore and Norfolk are working contentedly.

The basic wage is 85 cents per hour straight time and \$1.20 per hour overtime, and there has been no attempt to cut the Union scale of wages.

.....

At this time Mr. Ryan came to Boston to attempt to help the local delegates settle the matter and submitted the demands of the operators which are contained in a letter from the operators.

Mr. Joseph P. Ryan, President  
International Longshoremen's Association  
177 Milk Street  
Boston, Mass.

Dear Sir:

A full meeting of the Steamship Operators was

held yesterday afternoon, and thereat was discussed and considered in complete detail the suggestion advanced by you in meeting the previous day between our Committee and the Boston District Council.

Your suggestion, in effect, was that the Operators would formulate and submit to you a concrete and final proposal, embodying their minimum requirements. This, in turn, was to be submitted by you personally to the Boston membership of the International Longshoremen's Association, with complete explanation, for their acceptance or rejection by Australian ballot.

The operators cannot recede one iota from their original position on the following points in controversy:

1. Unrestricted sling-loads - with an 18 man minimum loading gang and the number of men in the discharging gang at the discretion of the stevedore. It is understood, of course, that the men are to be guaranteed protection against real (not imaginary) abuse in any operation.

2. Meal hours and meal hour rates.

3. Shifting gangs - hatch to hatch - on the same side.

4. Night orders.

5. Elimination of unwritten rules.
6. Tally Clerks' situation to be cleared.

This list cannot be further reduced. The stand of the operators asks nothing else on the points at issue than the conditions prevailing at the competitive port of New York, and under which that port has prospered to the very considerable detriment of Boston. Each issue is vital and none can or will be waived.

The Operators, further, do not recede from their stand on the principle of the remaining items in the list submitted to the Boston District Council on October 23rd. These items have been waived purely and simply on the assumption and assurance that a speedy and lasting peace can be thus accomplished. The principle is unchanged.

Working of cargo under diggers is one of these waived points. Up to the present time the owners of diggers have denied the work to any but their own men. The Operators expect the cooperation of the International Longshoremen's Association to prevail upon these owners to allow I.L.A. men to perform the work.

To the end that the operators' position might be clearly and distinctly understood on each of

the six vital points, we are attaching memoranda with covering agreement clauses, and, in the case of the tallymen, a resume of what seems necessary to arrive at a proper understanding.

Settlement of the present controversy is valueless without assurance of tranquility that will endure. Without assurance or guarantee of such enduring peace, it is obvious that permanent organization of our present operation is infinitely preferable. To effect a lasting peace it is an absolute necessity that the Boston I.L.A. Delegates subscribe wholeheartedly to the enforcement of any Agreement negotiated, and literally and particularly to the provisions of Article II covering the handling of grievances and stoppage of work. The Operators through the Steamship Committee so pledge themselves.

Yours very truly,

BOSTON STEAMSHIP COMMITTEE

BY

SECRETARY

After seven weeks of operation with strike breakers, negroes from the south and west ends and other labor, the operators through their Committee formed the Boston Dock Workers Federation.

There were many reasons for the organization of the Federation. The transportation of strike breakers to piers in trucks involved assuming the liability of accident. The operators did not want to assume this liability. The cost of paying strike breaking stevedores was high. The operators collected one thousand dollars among themselves to start the new "Union" <sup>on</sup> and the 23rd. of November the Boston operators received the following notice.

TO STEAMSHIP OPERATORS AND STEVEDORES:

THE BOSTON DOCKWORKERS FEDERATION as of Wednesday, the 25th. instant, will be in position to serve requirements of Steamship Operators and Stevedores in the matter of waterfront labor, its downtown office being temporarily located at 12 Pearl Street, Tel. Lib. 7896, Despatching Hall, 694 Columbus Ave.

Individuals seeking employment at your offices direct should be instructed to apply for registration and membership at the despatching hall of Boston

Dockworkers Federation, 694 Columbus Ave., and this applies particularly to Union Longshoremen, some of whom, we understand, are already working, also those Union Longshoremen who may come to apply.

Approved applications are favored on a ninety-day temporary membership basis, this with a view to shaping as highly efficient a membership as possible.

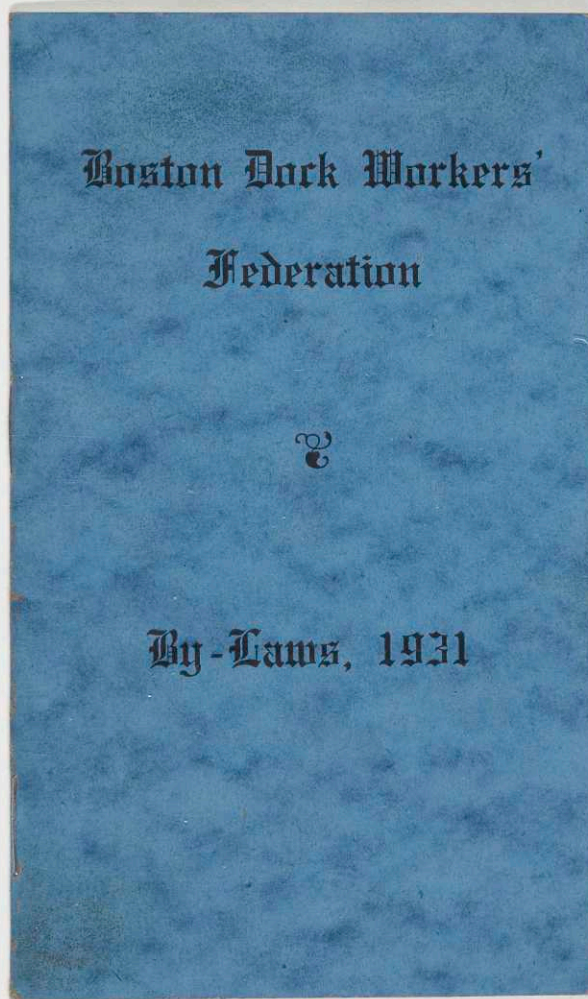
Men are to be paid on the basis of the current wage scale of 85 cents per hour straight time (44 hour week) and \$1.20 per hour overtime with customary differentials, pay to commence when gangs are alongside and actually working.

The rotation method of employment will be followed insofar as practicable, no gangs being allowed to shift to another vessel until work is complete.

Stevedores and contractors will deduct 25 cents per day or fractional day worked from the wages of each worker at pay-off.

Your cooperation is earnestly desired and all inquiries should be directed in this regard to BOSTON DOCKWORKERS FEDERATION, 12 PEARL STREET, Tel. Lib. 7896.

The By Laws are contained in the attached  
booklet.



It is interesting to note the manner in which the Federation provided for control by the operators. Eight dummy directors were elected by the Federation at its inception. Six out of the eight could be

The By Laws are contained in the attached booklet.

## BY-LAWS

### ARTICLE I. MEMBERSHIP.

Any person may become a member of the Federation upon election in accordance with the provisions of these By-Laws. To qualify for membership a candidate elected must have agreed in writing to abide by the provisions of these By-Laws and any amendments thereto, and all rules and regulations of the Federation.

The Council hereinafter more fully described, shall appoint a committee which shall consist of not less than three members, nor more than seven members, the number comprising such committee within these limits to be determined by the Council, which shall be designated the Committee on Admissions. All applications for membership in the Federation shall first be referred to the Committee on Admissions, which shall give due consideration to each ap-

It is interesting to note the manner in which the Federation provided for control by the operators. Eight dummy directors were elected by the Federation at its inception. Six out of the eight could be



plication as expeditiously as circumstances permit and make recommendations in respect thereto to the Council. The Council shall give due consideration to the recommendations of the Committee on Admissions, but such recommendations shall in no way be binding or conclusive on the Council, the right to approve or reject all applications for membership in the Federation being reserved exclusively to the Council and its decision shall be final and binding on all parties. No action shall be taken by the Council on any application for membership until expiration of not less than ninety (90) days from time when Committee on Admissions shall make its recommendation in respect thereto, but after expiration of such time the Council shall render its decision as soon as circumstances permit.

In the event the Committee on Admissions shall recommend to the Council the acceptance of one's application for membership in the Federation, it shall have the right to extend to such applicant, unless the Council shall

otherwise direct, all of the benefits and privileges of membership in the Federation, pending action on such application by the Council, and shall fix his dues and payments to the Federation during such time, provided such applicant shall in no way be deemed a member of the Federation until his application for membership shall have been approved by the Council, and, in the event of adverse action on his application by the Council, he shall forthwith relinquish all Federation privileges and benefits.

The members of the Committee on Admissions shall hold office at will of the Council and shall receive such compensation, if any, as it may direct, and in the event of resignation or removal of a member, the Council shall appoint his successor.

After the admission of twenty-five (25) members, each candidate for admission as a member must be proposed in writing by a member of the Federation and seconded by another member of the Federation, not more than one of whom shall be a member of the Council.

The name of each candidate and the name of his proposer and seconder shall be inserted in a book kept by the Secretary for the purpose. Candidates may be elected at any meeting of the Council. Three negative votes at a meeting of the Council shall be sufficient to exclude a candidate. If any candidate shall not, within thirty (30) days after his election, pay to the Treasurer his initiation fee and his dues for the current year, unless the Council shall otherwise direct, his election may be declared void by the Council.

Any member desiring to resign from the Federation shall notify the Secretary in writing and, unless he shall do so on or before the 31st day of January, he shall be liable to pay his dues for the succeeding year. No resignation shall be accepted until all indebtedness to the Federation shall have been discharged.

No incorporator or member, shall have any vested right, interest or privileges of, in or to the assets, functions, affairs, or franchises of the Federation, nor any right, interests or

privileges, which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is in good standing, except as in these By-Laws expressly provided.

Subject to the foregoing provisions, the Council shall prescribe such rules and regulations for the admission of members as it shall deem proper, and shall from time to time fix all admission fees, dues, and other charges, to be paid by members, and shall have the right to levy fines and to make assessments, provided such fines and assessments are reasonable in amount and for a legal purpose.

## ARTICLE II.

### MEMBERS MEETINGS.

SECTION 1. *Annual Meeting.* The annual meeting of the members shall be held on the second Tuesday of February of each year at twelve o'clock noon, if not a legal holiday, and if a legal holiday, then on the next succeeding Tuesday not a legal holiday, at the principal office of the Federation in the City of Boston. Should this meeting

for any cause not be held on the due date, a meeting may subsequently be held in lieu thereof with like effect, and such meeting shall be called in the manner provided for special meetings of members.

SEC. 2. *Special Meetings.* Special meetings of members shall be held whenever the President or a Vice-President, Two (2) members of the Council or Five (5) members shall make application in writing therefor to the Secretary, stating the time and purpose of such meeting.

SEC. 3. *Notice of Members Meetings.* Notice of the annual members' meeting and of all special meetings shall be given by the Secretary, or an Assistant Secretary, by mail to each member at least seven (7) days prior to the date of the meeting.

SEC. 4. *Waiver of Notice.* Notice of any members meeting may be waived by a member, and any members meeting at which all members are present, or of which those not present have waived notice in writing, shall be a legal meeting for the transaction of business, not-

withstanding that notice of such meeting has not been given.

SEC. 5. *Quorum.* At any meeting five (5) members shall constitute a quorum, but a less interest may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. A majority at any meeting at which a quorum is present shall decide any question brought before such meeting, unless otherwise provided by law or by these By-Laws.

### ARTICLE III.

#### GOVERNMENT OF THE FEDERATION.

SECTION 1. *Officers.* The officers of the Federation shall be the President, one or more Vice-Presidents, a Treasurer, a Secretary, and the Council to be elected as hereinafter provided.

SEC. 2. *Election of Officers.* The President, first Vice-President, Treasurer and Secretary shall be elected by ballot at the first meeting of the Incorporators of the Federation and thereafter at each annual meeting and shall serve until their successors shall have been elected and qualified. Addi-

tional Vice-Presidents may be elected by the Council.

SEC. 3. *Council.* The Council shall consist of not less than five (5) nor more than fifteen (15) members, the number to be fixed by the Incorporators of the Federation at their first meeting for organization, and thereafter at each annual meeting, who shall be elected by ballot at the first meeting of the Incorporators for organization of the Federation and thereafter at each annual meeting, and must include as members the President, First Vice-President, Treasurer, and Secretary of the Federation. The Council may by a majority vote of all of its members increase the number of its members within the limits above defined at any time between the first meeting of the Incorporators for organization and the first annual members meeting, and thereafter, at any time between annual members meetings, and may elect new members of the Council to fill the new positions. The Council shall have no right to remove any of its members, but may suspend them as hereinafter provided.

SEC. 4. *Powers of Council.* Subject to and without prejudice to the powers hereinbefore and hereinafter reserved at the general members' meeting of the Federation, the Council shall have the sole and entire management of the Federation and of the income and property thereof; and shall have the sole exclusive right of nominating and appointing and re-appointing such assistants, agents and servants, including one or more Assistant Secretaries and one or more Assistant Treasurers, as they may deem necessary or useful to the Federation, and of removing them, or any of them, as they shall think fit, and shall prescribe their duties and fix their compensation, if any.

The Council may from time to time make rules and regulations for controlling the proceedings of its meetings, and a true and correct record shall be kept of all of such meetings.

The Council may suspend any member of the Federation from exercising all rights and privileges of membership, for any cause which in their opinion renders such suspension neces-

sary or expedient; provided, at least three quarters ( $\frac{3}{4}$ ) of all the members of the Council are present at the meeting at which such suspension shall be voted, and a majority of such members present consent thereto, and may in like manner suspend any member of their body from acting in his office; and whenever such suspension of a member of the Federation, or a member of the Council, shall have occurred, a special meeting of the Federation shall immediately be called, to be held within ten days thereafter, which meeting shall have full power to remove the member of the Federation or the member of the Council, so suspended, if it shall be deemed expedient, or otherwise to act under the circumstances as it may be deemed appropriate, provided no member of the Federation shall be expelled or removed by vote of less than a majority of all members thereof, nor by vote of less than three quarters ( $\frac{3}{4}$ ) of the members present and voting on such expulsion or removal.

SEC. 5. *Meeting of the Council.* Regular meetings of the Council shall

be held in such places and at such times as the Council may, by vote, from time to time determine, and, when so determined, no notice thereof need be given. Special meetings of the Council shall be held at any time or place whenever called by the President, a Vice-President, the Secretary, or at least two (2) members of the Council, reasonable notice thereof being given by the Secretary, or an Assistant Secretary, or officer calling the meeting; or at any time without formal notice, provided all the members of the Council are present and those not present have waived notice in writing. Such special meetings shall be held at such times and places as the notice thereof or waiver shall specify and said notice or waiver shall state the purpose or purposes for which said meeting is called.

SEC. 6. *Quorum.* A majority of the members of the Council, provided there shall be no less than three (3) present, shall constitute a quorum, but a less number than a quorum may adjourn any meeting from time to time and the same may be held as adjourned with-

out further notice. When a quorum is present at any meeting, the majority vote of the members in attendance shall decide any question of which the Council has jurisdiction, brought before such meeting.

SEC. 7. *Eligibility of Officers.* The President, First Vice-President, Treasurer and Secretary, shall be members of the Federation. All other assistants, agents, or servants need not be members of the Federation.

SEC. 8. *Death and Resignation of Officers.* Upon the death and resignation of the President of the Federation at any time during his term of office, the First Vice-President shall succeed to the office and shall become President until the next annual election, and, in the event of the death or resignation of the Treasurer or Secretary, or of any member of the Council, during their respective terms of office, the Council at a meeting especially called for that purpose, shall elect their successors from members of the Federation who shall serve until the next annual election, when the then unexpired term

shall be filled by election by the members.

In the event of the absence of the President from the state or country, or inability to serve by reason of sickness or otherwise, so he is unable to be present at any meeting of the Council or the Federation, the First Vice-President shall perform all the duties of the President until he resumes the duties of his office.

SEC. 9. *The President.* The President shall be the chief executive officer of the Federation and shall preside at all meetings of the members and of the Council when available, and he shall have the power to sign bonds, deeds, contracts and other obligations of the Federation and he shall perform all duties commonly incident to his office and such other duties as the Council may from time to time direct.

SEC. 10. *Vice-Presidents.* The First Vice-President shall have power to sign bonds, deeds, and contracts of the Federation and shall perform such other duties and have such powers as the Council may from time to time direct,

and, in the absence and disability of the President, he shall perform the duties of the President. The other Vice-Presidents shall perform such duties as the Council may direct.

SEC. 11. *Secretary.* The Secretary of the Federation shall attend all meetings of the members and of the Council and shall keep an accurate record of the proceedings of such meetings in books provided for that purpose and he shall perform such other duties as are created by these By-Laws or are customarily incident to this office, or as the Council shall direct. In his absence an Assistant Secretary or a Secretary pro tempore shall perform his duties. The Secretary and the Assistant Secretary and Secretary pro tempore, if any, shall be sworn.

The Secretary shall call meetings of the members or of the Council whenever requested to do so by the President, a Vice-President, two (2) members of the Council or five (5) members, and shall give notice of all meetings both of the members and of the Council and shall superintend the concerns

and affairs of his office and shall perform such other duties as the Council may from time to time direct.

SEC. 12. *Treasurer.* The Treasurer shall, subject to the order of the Council, have care and custody of, and be responsible for, the money, bonds, valuable papers and documents of the Federation, other than his own bond, in the event he shall be required to give bond, which shall be in the custody of the President, and shall have and exercise under the supervision of the Council all powers and duties commonly created to his office. He shall deposit all funds of the Federation in such bank or banks, trust company or trust companies, and in such firm or firms doing a banking business, as the Council shall direct. He may endorse for deposit or collection, all notes, checks, and other negotiable instruments, payable to the Federation or to its order, and may accept drafts on behalf of the Federation. He shall keep accurate books of account of the Federation's transactions which shall be the property of the Federation and, together with all its prop-

erty in his possession, shall be subject at all times to the inspection and control of the Council, and every member of the Federation and every one who shall have an interest in its funds shall be entitled to examine its books and records.

All checks, drafts, notes, or other obligations for the payment of money shall be signed by the Treasurer (except as the Council shall otherwise specially order), and all notes of the Federation shall be counter-signed by the President as a condition to their validity. Checks for the total amount of any payroll may be drawn in accordance with the foregoing provisions and deposited in a special fund, upon which fund checks may be drawn by such person as the Treasurer may designate and need not be counter-signed by any one.

SEC. 13. *Officers Bond.* If the Council shall so elect, the President, Vice-Presidents, Treasurer and Secretary, and each Assistant Treasurer and Secretary, shall, before entering upon their duties, give a bond satisfactory in form and in such penal sum as the Council

shall prescribe, payable to the Federation, and the premium or premiums on all of such bond or bonds shall be paid by the Federation.

SEC. 14 *Private Property of Members.* The private property of members of the Federation shall not be subject to the payment of Federation debts to any extent whatsoever.

SEC. 15. *Use of Funds.* The funds of the Federation, whether from admission fees, dues, fines, assessments, or otherwise, shall be used to defray necessary administration expenses, salaries, rents and other legitimate expenses of the Federation including payment of workers' transportation expenses, when in the opinion of the Council such expenses should be paid by the Federation, and expenses of procuring employment for its members.

SEC. 16. *Construction of By-Laws and Rules.* In respect of all questions of construction of the By-Laws and rules, the decision of the Council shall be final and conclusive. The accounts of the Treasurer shall be audited periodically.



## ARTICLE IV.

### SEAL.

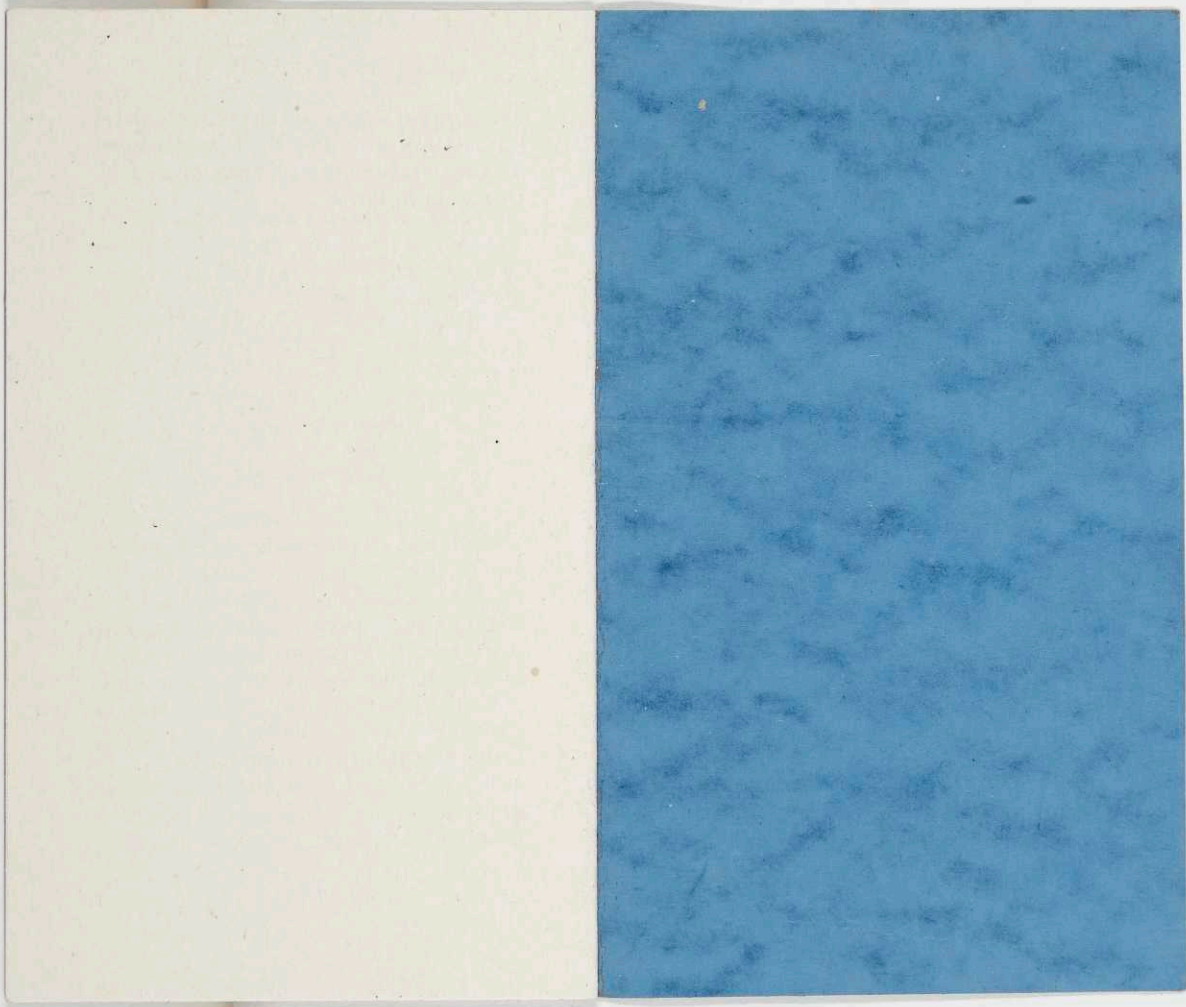
The seal of the Federation shall consist of a flat-faced circular die with the words and figures: "BOSTON DOCK WORKERS FEDERATION, Massachusetts, 1931", cut or engraved thereon.

## ARTICLE V.

### AMENDMENTS.

The Federation may at the annual meeting or any duly called special meeting, by vote of two-thirds ( $2/3$ ) of the members present, amend, alter, add to, or repeal these By-Laws provided notice of the proposed amendment, alteration, addition or repeal is given in the notice of said meeting, and further provided, no By-Law shall be repealed or amended, or an additional By-Law adopted, unless notice of such proposed action shall have been given at a previous meeting, and such repeal, amendment

or adoption shall not take effect until it has been approved by the Commissioner of Corporations and Taxation as conformable to law.



dictated to by the operators. These were the only full fledged members that the Federation ever had. Applications were given out and signed by about one thousand strike breaking dockworkers.

The application required the payment of a dollar and a half with signing. It will be noted that the man thus accepted received the benefits, but was not an actual member until after he had performed six months service on the docks. The reason for this was in order that operators might fully retain control of the Federation during the organization period.

The Transportation was now taken care of by the deduction of twenty-five cents per day from the pay of each man. This money was used by the Federation to hire transportation. There was also a charge of five dollars against each ship for a so-called supervision charge. This money was used by the Federation to protect the eight dummy directors and pay them about fifty dollars per week.

It was the plan of the Federation that as soon as the strike was broken gradually to admit the men to full membership, but to retain control through the directors reelecting themselves. The men were

Received of .....  
the sum of two dollars (\$2.00), same being  
BOSTON DOCK WORKERS FEDERATION  
application fee.

.....  
..... 193

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**REGISTRATION CARD**

Name	Address
.....	..... Street .....
Nationality .....	City .....
Colored or White .....	Tel. No. ....
Type of Work .....	.....
Application fee collected by .....	Applicant's Signature .....

BOSTON DOCK WORKERS FEDERATION.  
(Over)

## BOSTON DOCK WORKERS FEDERATION

The aims, objective and purpose of this organization are as follows:

"To improve the working and living conditions of workers and employees, relative to their employment, engaged in trades and other employment, and, in particular, without limiting the generality of the foregoing, longshoremen, dock workers, and others engaged in performing service and work for, in or about, boats and ships when in port; to encourage and promote a spirit of friendliness and friendly co-operation among workers in obtaining work and equitably distributing such work when there is insufficient to give all steady employment, and to promote social intercourse among workers, and, in connection with and in furtherance of these powers, to maintain a hall or other suitable meeting place where workers may assemble for friendly discussion, give their views and have the benefit of opinions of their associates, and to do any and all things that may be properly done incidental to the foregoing purposes without restriction or limits as to amount except as hereinafter expressly provided."

In applying for membership the applicant should fill out the form below and return to his foreman. Application fee is \$2.00.

### APPLICATION

BOSTON DOCK WORKERS FEDERATION,  
Boston, Massachusetts

I hereby apply for membership in the BOSTON DOCK WORKERS FEDERATION in accordance with provisions of your By-Laws and I agree to abide by the provisions of your By-Laws and any amendments thereto, and all rules and regulations of the BOSTON DOCK WORKERS FEDERATION.

Very truly yours,

.....  
Dated: .....

I propose the above named applicant for membership in BOSTON DOCK WORKERS FEDERATION.

.....  
Member

I second the above proposal.

.....  
Member

(Over)

to pay dues of two dollars per month to maintain a hall and the organization. The Federation had intended, as is stated on the circular letter to the operators, to rotate the gangs in order that the work might be distributed more fairly, and to equalize the earnings of the men and generally improve conditions. Since it never had a chance to show what it could or would do, these must be left as mere intentions.

After the Federation had been in operation for two weeks and the strikers had checked the loading and discharge rates of workers, they became discouraged. The strike breakers were doing exceedingly well. The delegates in their tour of other North Atlantic Ports had been unable to stir up a sympathetic strike. The men were hungry, their union had no funds.

During the first week of December they authorized their International President to negotiate an agreement for them. They returned to work on December 7, 1931 after being out nine weeks. The agreement which was reached (see Appendix) took from the men practically everything which they had fought years to get. President Ryan said that he felt sure

that if the men had given him the authority to negotiate an agreement after they had been out two or three weeks, a much better agreement would have been obtained. The men lost the twenty-one man gang on unlimited loads, the double time for meal hours and other specialties peculiar only to Boston.

The strike was expensive to both operators and men. During the first week it cost the operators from five to ten dollars per ton to discharge or load cargo. Over thirty ships were diverted from the port. It also affected allied industries such as tug companies, lighter men, freight handlers and railroads. But most important of all was the effect on the public and the shipping world. Boston had the reputation of having a cost of stevedoring which was about 13% higher than any port in United States. All the previous trouble which shippers had experienced in Boston had made them cynical. The strike was to them just another blot on the Port's record.

EARNINGS OF LONGSHOREMEN IN PORT OF BOSTON



There is no record kept of individual earnings of longshoremen. Stevedores do keep records but to secure the wage per year for any man it would be necessary to do a tremendous amount of statistical work. Dr. Boris Stern, of the Bureau of Labor Statistics, U.S. Department of Labor, made a study of the earnings of longshoremen. He found that the only way to approximate an average weekly wage was to take the total of all the stevedores' weekly payrolls to union men and divide by the union membership. This gave in Boston for the year 1928 an average of about \$27.00 per week. The average does not throw any light on the earnings of individual men. Additional error is introduced in that the 461 inactive members were not included in the divisor. Furthermore, 1928 was a year of tremendous business activity. Cargo movement was, in the foreign trade alone, 20% higher than any previous year. The cargo carried by the Inter-coastal Lines was much greater than previous years due to intense activity. For these reasons the survey does not give a true average of earnings in normal times, nor does it show the fluctuation in earnings of the individual men. Furthermore, it was during

this year that the operators shouted that there was a shortage of men. The Union, very foolishly, responded to their demands by a wholesale taking in of members. They took in new members for five to twenty-five dollars. When cargoes began to fall off in 1930 they found themselves with a membership of about 2600, compared to 1761 in 1928. The distribution of work over such a large number was bound to be thinner than ever before, and in my opinion was one of the main causes for the trouble in 1929 and the strike of 1931.

The younger members who were taken in on the drive did not know much about conditions in the industry. They were the first ones to kick over the traces when trouble loomed. Furthermore, the older men in the work were affected in their earnings and became dissatisfied. From 1924 onward, the membership had remained practically stationary at about 1800 men. The Union had no alternative under the casual system. It must increase the supply or allow the operators to employ non-union men. This being the case, the Union was forced by the turn of the business cycle virtually to commit suicide.

At the present time (1932) average wage of individual men is from fifteen to seventeen dollars per week. The wage on which compensation is paid has been cut to twenty-four dollars so that an injured man now gets sixteen dollars, while unable to work. The low wages have forced insurance rates up because of malingering on the part of injured men who are receiving as much from compensation payments as they could earn if working. Certainly sixteen dollars is not much for men with families. Old men have no chance whatsoever because of the reflection in insurance rates.

From my own observation on the waterfront, I know that many men eat no lunch at noon in order to save money. Many are married and have families. A man may go a week or two weeks without making a dollar, the next week he may make twenty dollars or eight or five dollars. He gets it in dribblets. This system encourages aimlessness and unthrifty habits. As has been shown there is no definite shaping time in Boston except a general congregation at 7:30 or 8:00 A.M. Men must wait around the streets in no special location, just hanging about. It is strange that the

police who would never let such people stand on Washington or Tremont Streets have nothing to say about their hanging about in places where the general public does not see them.

Idleness breeds discontent; the men are not free to go home, or look for other work between times. They have no place in which to wait for employment. A job may show up anywhere.

However, all the evils of the present system are fairly apparent. The next step is to analyse the possibilities of remedying them.

DECASUALIZATION

There are many different systems of decasualization. All these systems are endeavoring to accomplish the following results.

1. Guarantee to all employers an equal chance of obtaining workers when needed.

2. Guarantee to all longshoremen an equal chance of getting a job when work is available.

3. It tends to eliminate the power of the hiring foreman and the abuses and favoritism that go with it.

4. It gradually reduces the total number of longshoremen in port to that approximating the actual needs of the port, and thus raises the average earnings of the men on the register.

Decasualization is not new. On May 22, 1906 the employers organizations of the Port of Hamburg amalgamated in a single organization called the Hafenbetriebs-Verein, the main objects of which were "to organize the distribution of labor employed in the port, to abolish the use of public houses for engaging dockers and to regulate the relation between supply and demand."

It is entirely an employer's scheme but is

applied through a joint committee of five representatives of the employers' organization and five workers nominated by the executive of the Hamburg Port Council. The registration of the workers is divided into three classes: permanent workers, reserve workers, and casual workers. Total registration in 1928 was 15,872, of which 5,944 had permanent employment.

The system is working well. It has great flexibility. Accidents have been reduced, centralized paying has saved employers money in accounting costs, and a large number of workers have been guaranteed regular employment.

In Liverpool decasualization began in 1912. The employers, the workers, the Board of Trade and the Treasury adopted a system based on the one used in Hamburg. The registration in 1925 was about 21,000 men. Unemployment insurance is used. Clearing houses for payment of wages were set up by the Board of Trade, and the initial expense was borne by them. The employers are paying a fee for their use at present. The Unions have done all in their power to support the plan in both Liverpool and Hamburg.

Rotterdam has a system which is entirely an employer's scheme. Workers are excluded from participation in its administration. The cost of the system to the employers has averaged about .004 cents per man per day. Employers contribute on the basis of number of men they employ. Wages are paid weekly, the standard of living has been raised, and the quality of the work has improved. An incentive is given the workers to become permanent men and hold a blue work book. Unemployment insurance has been worked out as has accident compensation. The workers are complaining that they have no voice in the decisions regarding engagement and dismissal, and urge that a joint committee be set up.

In Antwerp decasualization was begun in 1929. The employers associations and the trade unions have an agreement. The dockers are divided in classes for registration. Six hiring halls are provided where the men congregate. The system has been in use a comparatively short time and no information seems available.

In the United States the decasualized ports are all on the west coast. Seattle, Portland and Los



Angeles are now decasualized. Each has, however, a different scheme. The essential difference between decasualization in this country and in Europe is in the policy of unemployment insurance. In Europe the policy has been to provide for "maintenance," while in this country the plan has been to regulate the work and control registration in such a way that insurance payments become unnecessary.

The Seattle Plan is best described by an extract from an article in the Survey of October 15, 1922.

"Seattle, in common with most waterfronts was flooded with workers, many of them "floaters." The work was and is extremely irregular. A survey in the fall of 1920 disclosed the need of two basic policies which have become the central points of the employment system: "no unnecessary men" and "equalized earnings."

The first need was to eliminate the surplus men. To determine the point at which the principle of "no unnecessary men" should be applied was extremely difficult; it may never be done exactly, but it has been done approximately. In September 1920,

1,420 longshoremen were registered as eligible workers; by August 1921 this number was reduced to 612. The machinery for this reduction was developed out of a Joint Organization Plan based on the recommendations of President Wilson's Second Industrial Conference. Briefly, the constitution and rules of this organization provide for a joint executive committee of fifteen men elected by secret ballot and fifteen representatives of employers, and for three joint standing committees, each of four men and four representatives of employers. Of these standing committees, the joint employment committee is in charge of all matters relating to employment and conduct of the dispatching hall; the joint standard practice committee handles operative problems, and questions of hours and wages; and the joint safety committee devises methods of reducing risk and preventing accidents. There is also a central council of the men in an advisory capacity.

Under the new system, which seems to meet this situation more adequately than any other, two kinds of permanent gangs were formed; Company Gangs, those selected by and working for a single company,

getting first call on such company's work; and Hall Gangs, those formed by the joint employment committee and held in reserve at the central dispatching hall available to meet the needs of all companies. Each company selects as its own as many gangs as it can assure reasonably steady work; after that all companies use the same reserve of gangs to meet their peak needs.

Orders for work on the many ships and docks on the waterfront are placed through a central dispatching hall. Before placing such orders, the several stevedore and dock companies have collected information, beginning with wireless reports of ships' arrivals, as to stowage plans, kind and quantity of cargo, its distribution by hatches, ship's gear, time and place of docking and the consequent number of longshorem~~ent~~ needed. Men are ordered and dispatched by gangs, made up always of the same men, and on the basis of low earnings gang first.

The system has been in effect long enough to disclose its strength and weakness. Demonstrated advantages are these:

1. Each man has a sure, steady job in his gang,

from which he is "fired" only for cause.

2. Earnings of gang men are equalized

3. It is easier to arrange for enough men, without surplus, by gangs than by individuals.

4. Responsibility for satisfactory work is better fixed in the gang than in the individual.

5. There is a regular supply of skilled men available for work, and obligated to take it as it comes.

The weaknesses developed are apparently in operation rather than inherent in the system. To correct them requires further cooperation between men and management, which is steadily developing. The outstanding weakness is that some gang men abuse their security of job by deliberately slowing down and in other ways failing to cooperate. An interesting and unexpected development is the disciplining of such men by the gang, frequently by "canning" them.

.....

Mr. Frank P. Foisie of Seattle, manager of the Shipping Federation of the State of Washington had much to do with the initial work of setting up the

plans in Seattle. He describes the results of the plan, and as he calls it, "The Essentials in Our Longshore Decasualization."

1. Leadership. With us this occurred among a few outstanding waterfront employers. Without in any sense belittling the value of principle, policy, or plan, the element of leadership was outstanding with us. I find exactly the same factor at work in all other instances of success in regularizing employment which I have had the good fortune to observe.

2. A cooperative port approach by the competing stevedore companies, replacing the former cut-throat competitive approach of the individual employers extending even into the recruiting of their casual labor.

3. A strong organization of both longshoremen and employers, with joint control of the decasualization program.

4. Labor principles instead of expedients such as: enough men but no surplus; a reasonable distribution of the work yet retaining certain differential earnings as work incentives.

5. Fact finding instead of unbridled opinions as the basis for decisions.

6. Central registration and central dispatching

7. Ready telephone communication facilities and ease of transportation to all points in the harbor. Most of our longshoremen have telephones in their homes and automobiles. It is difficult to over-estimate the practical advantages of communication and mobility of labor in any effort at regularization of employment such as our experiment with decasualization.

The Present Day Picture: You request a summary of the present day conditions. They do not differ fundamentally from the results secured within the first year of effort, that of 1921, but perhaps will bear summary here.

The Seattle waterfront is fairly thoroughly decasualized. By that we mean the earnings are quite steady, and for longshore labor, high, averaging for those who work the ship from \$140 to \$180 per month, 12 months of the year. Most of the men, all but a slight fringe, conform to the average earnings. Of course the earnings these dark days are low, being a third off but even so, all our men are still eating and paying most of their bills. We have dropped no one, but likewise none have been added to the registration for nearly three years.

The longshoremen are a stable body of self-respecting craftsmen. We have enough men but no surplus.

The ships are certain of rapid dispatch, so vital to shipping, particularly in a port such as this which is a turn-round port for both intercoastal and foreign shipping. Dispatching is on a 24-hour basis. Cargo is therefore certain to be cleared through this port rapidly and efficiently.

The other phase of the picture may be described as a fairly advanced degree of cooperation between longshoremen and waterfront employers developing through the stages of tolerance, understanding and good-will. An illustration of this is that an effort by longshoremen in all ports of the country to secure the Saturday half-holiday did not extend to this port and was not considered beyond a brief discussion of the subject between our employers and our men, and dismissal by them after a carefully developed analysis revealing that the Saturday half-holiday does not fit a continuous industry like shipping. Our men had no interest in it because our employers have gone to great lengths and expense to see that the customary loafing time for longshoremen has been converted into leisure time. Our men work more

than the equivalent of a five day week in normal times and the rest of their time is their own, but they are available by telephone to work the ships when needed without regard to such artificial restriction to the working week as the five or five and a half day week.

Another evidence of thorough-going cooperation is that we have had no strikes since decasualization, nor have we striking on the job. Pilferage is minimized, likewise personal injuries and damage to cargo. Production is reasonably good and probably on the increase as nearly as we can measure it.

Weaknesses as Well as Strengths: Our port situation presents plenty of weaknesses as well as the foregoing strengths. We don't get the best man-hour tonnage, as nearly as we can find out by comparison with some other Pacific Coast ports, though the tonnage on the whole is decidedly good for a port such as this with the industrial handicaps that we inevitably suffer from, including general cargo and turn-around port. Moreover, discipline, as applied both to longshoremen and employers, which on the whole is better than in any other port in the country so



far as we know, is far from complete and effective at times. Some of our employers as well as a fringe of the men appear to be surfeited with the restraints which our decasualization policies impose upon their individual efforts. In brief we face the practical difficulties always to be encountered in attempting to put the necessary cooperative restraints on the individualistic tendencies of men and management who have been brought up in an intensely competitive atmosphere.

.....

It is evident from the plans in use that every port presents a different problem. The Port of Boston is in reality three ports, East Boston, Charlestown and South Boston. There are at present three local unions; one in each section of the port. The racial origin of the longshoremen must be considered. They are for the most part Irish or Irish-American of the second generation. At the present time there are about 2500 members of the Union trying to eke a living out of longshoring, but the peak load of the port on its busiest day is not over 1500 men.

With these facts in mind a type of decasualization program must be mapped out. It will, I think,

be absolutely necessary to work through the I.L.A. preferably through Mr. Joseph Ryan, the International President in New York. If this is not attempted the I.L.A. could cause serious tie-ups in other North Atlantic ports. Furthermore, I am of the opinion that if the I.L.A. is once convinced of the value of the program to both labor and operators they will be eager to adopt it. A system which, while still retaining the union but giving the benefits of decasualization will be the most stable of all. As Mr. Foisie says, "The I.L.A. has to do something constructive for its men in the shape of improving their employment conditions if it is to make headway."

The time has passed when management can treat labor as a simple commodity. The operators of the Port of Boston have been trying to do this for years. They have not at any time recognized or sincerely tried to help the men. Their answer would be that it is impossible to reason with the men or the delegates. Emotion has taken charge of nearly every meeting that has been held. It seems to me that the employer as a superior person, which he claims to be, must take the initiative and gently, but firmly, lead labor by the

hand, not to the hill of crucifixion, but to the temple of mutual understanding.

It will be argued that the men held the operators in their power for years previous to the last strike. The bitterness that has grown up between operators and men in a period of thirty years of open warfare is not to be forgotten in a moment. The operators must realize this and face it as a fact. Only by fair treatment and a sympathetic approach can they hope to gain the confidence of the men. It is useless to argue that the employers and operators have mutual interests. This is not so, and both know it. Even now the men feel that "our time will come - every dog has his day." The operators were saying the same thing five years ago. Now they say "We've got them where we want them now !" The platitudes about the "permanent and lasting peace" which both operators and men bring forth seem pathetic. No such condition can ever exist under the present system.

CONCLUSIONS

Progress in ship operation, especially in increased speed of turn-around can only come through the adoption by both operators and unions of a stable decasualization plan. The outlines of such a plan can be gleaned from the foregoing discussion of decasualization. The details and difficulties must be worked out. Problems are best solved when they arise as definite obstacles to be surmounted.

Up to the present neither the operators in Boston nor their principals in New York have known exactly what they wanted from the longshoremen. Not once have they tried to attack the problem scientifically. Boston, New York and all ports on this seaboard are three laps behind the rest of the major ports of the world.

A decasualized Port of Boston which had a Port Authority with authority and free from politics, would be a great relief to ship operators far and near.

APPENDIX

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## AGREEMENT.

This Agreement made and entered into by and between the undersigned, United States Shipping Board Merchant Fleet Corporation, Deepwater Steamship Lines, hereafter known as the Trans-Atlantic Steamship Lines, the Inter-Coastal Lines, and Contracting Stevedores, of the Port of Boston and Vicinity, as party of the First Part, and the International Longshoremen's Association and its affiliated Locals, as Party of the Second Part, and is meant to cover the loading and unloading of ships in the Port of Boston and Vicinity.

### ARTICLE I.

It is distinctly understood and agreed that all Longshoremen employed by the Party of the First Part in connection with rigging, loading and unloading of ships, shall be members of the International Longshoremen's Association, whenever such men are available, and whenever such men are not available, then the Party of the First Part has the right to employ such other men who can perform the work until such time as the Party of the Second Part can furnish men, but the Party of the First Part has the right to employ such non-Union men until the completion of the half day on which they are employed.

### ARTICLE II.

In the event of a dispute or controversy arising during the life of this agreement as to the interpretation of same, the men shall continue to work pending an adjustment of the trouble as follows:-

Matter in dispute to be submitted to a Committee of four, said Committee to be made as follows: two representatives of the Employers and two representatives of the Employees; a decision of the majority of the Committee to be final and binding. In the event of failure on the part of the Committee of four to reach a satisfactory decision, then the Committee of four shall proceed to select the fifth man as Chairman, which man must be satisfactory to both sides, and to the Shipping Board when dispute is on trans-Atlantic ships, and the decision of the majority of the Committee so augmented shall be final and binding upon parties signatory to this Agreement.

A Grievance Committee composed of three representatives of the Employers and with three representatives of the Employees shall be created to settle all minor disputes, which must be submitted immediately. In the event of failure of this Committee to settle such disputes, they are to refer them, within thirty days, to the Committee of four in accordance with the second paragraph of this Article.

Any matter in dispute which has not been referred to the Committee of four within 120 days shall be void.

### ARTICLE III.

When Union men are employed on steamers sailing vessels and lighters in the harbour, loading and discharging cargo, they shall be paid from the time they leave the wharf until return to same. Meal hours 6 a.m. to 7 a.m., 12 noon to 1 p.m., 6 p.m. to 7 p.m., 12 midnight to 1 a.m. Men not to be paid for meal hours unless they work. If men supply their own meals, eighty five cents per meal to be allowed by the Employers.



FORMER ARTICLE IV ELIMINATEDARTICLE V.

No members of Locals shall work with sailors running winches or handling baggage or cargo, to the exclusion of Union men, unless Union men are not available, but the Stewards may handle Stateroom baggage. When men do not return to work, it is left to the discretion of the employing stevedore to fill their places as best they can.

ARTICLE VI.

It is understood that so far as possible only baggage, perishables, live stock and mails be handled on Labour Day, Christmas Day, or after 5 p.m. on Christmas Eve, except in the case of licensed passenger vessels calling en route to another port with passengers, the men to work cargo to despatch the vessel as quickly as possible.

ARTICLE VII.

Men shall be hired in regular gangs before 12 noon on Saturdays, when required to work on Sundays, and before 5 p.m. on the eve of all holidays, excepting Saturdays, when the time shall be 12 noon. It is agreed that in emergency cases of wrecked or stranded vessels men are to be hired at any time.

ARTICLE VIII.

When men are requested to work on Sundays or Holidays or on the night preceding such Sundays and Holidays, they shall be ordered out at 5 p.m. preceding such Sundays and Holidays in regular gangs, except Saturdays, when the time shall be 12 noon.

ARTICLE IX.

Gangs may be shifted from one hatch to another on the same ship at the stevedore's discretion, and no particular gang shall have the right to claim any hatch at any time either loading or discharging.

Men under pay for waiting time, if required to work by the employer who is paying them, shall not receive additional pay for work done during waiting time.

ARTICLE X.

The winchmen to get the running of grain with the hatch boss and hatchmen.

ARTICLE XI.

(a) When men are ordered out for work Sunday, they shall be hired in regular gangs before 12 noon on the Saturday preceding.

(b) When men are ordered out to work, they shall be paid for two hours at the prevailing rate, whether they begin or not, except when the men refuse to start, owing to weather conditions, and except as provided under following paragraph (11c).

(c) When men are employed at 7 p.m. for work on a vessel which has not been previously worked, they shall receive a minimum of four hours' pay at the prevailing rate, except when men refuse to work on account of weather conditions, when they shall be paid a minimum of two hours. This does not apply to men working through the supper hour, or men who have been working on the premises during that afternoon. In case the ship does not dock the men are only entitled to a minimum of two hours.

(d) On vessel discharging or loading part cargo at different terminals, or vessel shifting from one pier to another pier, gangs may be ordered out to finish discharge or loading of cargo for the terminal at which the vessel is working.

(e) Whenever ordered out to work, and not able to work on the ship, then the men to perform any other work they may be called upon to do.

#### ARTICLE XII

The stevedore or walking boss is to hire the men. No hiring is to be done by hatch boss, but the stevedore or walking boss may authorize the under-foreman to do so. It is not a necessity that the stevedore or walking boss be a member of the I.L.A. The stevedore or walking boss may pick up for one or more ships.

#### ARTICLE XIII.

When men are requested by foremen to give up their hooks while working, they shall do so.

#### ARTICLE XIV.

Engineers getting up steam from 7 a.m. to 8 a.m. shall be paid overtime for one hour and regular wages thereafter.

#### ARTICLE XV.

It is understood that the stevedore will arrange, so far as possible, with the owners or agents of the hoisters handling heavy lifts to employ hatchmen, winchmen or holdmen engaged on the steamers. The dockmen to be distributed at discretion of stevedores.

#### ARTICLE XVI.

When men are knocked off fifteen minutes or less after the hour, they shall be paid for one quarter of an hour; if knocked off sixteen minutes after the hour, and not more than thirty minutes, they shall be paid for one half hour; if knocked off thirty one minutes after the hour, and before forty five minutes, they shall be paid for three quarters of an hour; and if knocked off forty six minutes after the hour, they shall be paid for one hour.

#### ARTICLE XVII.

Minimum number of men in gang when loading general cargo shall be eighteen.

Employer is to have the right to judge how all men are to be distributed.

ARTICLE XVIII.

Men to handle all commodities strictly in accordance with the methods prescribed by the stevedore, and not in any case to take exception to any change in gear equipment or mechanical appliances which may be made from time to time in the method of handling, provided it does not endanger the safety of the men. The weight of the slingload to be at the discretion of the employer.

ARTICLE XIX.

The I.L.A. Organization cannot stand by any man who goes off work to attend to business of his own. They appreciate the fact that under the terms of the agreement, the Organization demands, and also receives, eighty-five cents per hour for one hour's work, and unless the members have a good and sufficient reason for leaving work, they are responsible to the Employers.

ARTICLE XX.

The steamer is to supply suitable shelter for men working on deck in bad weather.

WAGE SCALE

ARTICLE I.

Basic working day shall consist of eight hours with forty four hour week, the men to work any night of the week, or Sunday, also Saturday afternoons, when required. Work performed on Saturday night only to "finish ship" or for sailing Sunday or to handle mail or baggage, perishables, live stock, drydocking and fumigation of a ship.

On General Cargo from 8 a.m. to 12 o'clock noon, and from 1 to 5 p.m. on all week days, exclusive of Saturday afternoon, men shall receive eighty-five cents per hour.

All other time, including meal hours, shall be counted and paid for at the rate of one dollar and twenty cents per hour.

Meal hours are 6 a.m. to 7 a.m., 12 noon to 1 p.m., 6 p.m. to 7 p.m., and 12 midnight to 1 a.m. Men to be paid for the full meal hour if worked any part of it.

FORMER ARTICLES II AND III ELIMINATED.

ARTICLE IV.

Men employed on bulk cargo (except grain), cement in bags, ballast and all coal cargoes, and cargoes requiring shovelling, including loading and trimming coal for a steamer's own bunker purposes, to receive ninety cents per hour between the hours of 8 a.m. and 12 noon, and from 1 to 5 p.m., on all week days, except Saturday afternoons. All other time, including meal hours, to be considered as overtime and paid for at one dollar and twenty five cents per hour.

ARTICLE V.

When men are employed in handling and stowing in refrigerator space, meats, fowls and other similar cargo, which are to be transported with the temperature in the boxes at freezing, 32 degrees or lower, then men are to receive one dollar and five cents (\$1.05) per hour straight time and one dollar and forty cents (\$1.40) overtime; these rates to be paid the full gang, and time to be computed in accordance with hours stipulated above. When handling all other cargo in refrigerator space, the wages as provided for in this agreement to apply.

ARTICLE VI.

Day work - Grain 8 a.m. to 12 noon, and from 1 p.m. to 5 p.m., week days, except Saturdays, from 8 a.m. to 12 noon, men shall receive one dollar and five cents per hour. All other time shall be counted as overtime, and paid for at the rate of one dollar fifty cents per hour. Men to trim grain when running.

When men are compelled to work cargo in a hatch or next hatch where grain is running, and there is no partition or bulkhead, they are to receive the same as if they were handling grain, and in trimming grain all hands' time to go on until the grain is finished.

FORMER ARTICLE VII ELIMINATEDARTICLE VIII.

Sundays and Holidays - Day Work - 8 a.m. to 12 noon, and from 1 p.m. to 5 p.m. On all National, State and appointed holidays, including the anniversary of the Battle of Bunker Hill, June 17th, men shall receive overtime on whatever cargo they are working.

ARTICLE IX.

All cargo damaged by either fire or water is to be handled at the following rates when such damage causes unusual distress or obnoxious conditions and this rate also applies in all cases where the men are called upon to handle cargo in the ship under distressed conditions but sound cargo in a separate compartment is to be handled at the regular basic rates as prescribed Article I and IV, Wage Scale.

8 a.m. to 12 noon, and from 1 p.m. to 5 p.m., on all week days, exclusive of Saturday afternoons, one dollar seventy cents per hour. All overtime, including meal hours, shall be counted and paid for at the rate of two dollars forty cents per hour.

In sailing vessels, cargo contained in the lower hold and between decks shall be considered as in separate compartments.

When rubbers are required for handling wet cargo, leather hand pads or gloves for handling barbed wire, they shall be provided by the stevedore or company.

ARTICLE X.

Men handling wet hides shall receive a dollar per hour regular time, and one dollar thirty five cents per hour overtime.

FORMER ARTICLES XI AND XII ELIMINATED.

ARTICLE XIII.

Every effort will be made to arrange for the men to receive their wages at a locality as convenient as possible to the place at which they performed the work. Any abuse arising under this clause shall be brought to the attention of the Committee as specified in Article II.

ARTICLE XIV.

When men are ordered from one ship to another in different parts of the city, they are to receive transportation expenses, and time shall commence from the time they are ordered shifted, and reasonable travelling time allowed. This only applies in case of shortage of labour.

ARTICLE XV.

No chemicals improperly packed, or in any but first-class condition, are to be accepted or loaded on board ship. If a question arises regarding the condition of the class of cargo, the matter to be left to the proper authorities, whose decision will be final.

ARTICLE XVI.

The Party of the Second Part shall not try to uphold incompetency, shirking of work, smoking, pilfering or poaching of cargo. Any man found guilty of the above offences shall be dealt with as the Party of the First Part sees fit, or as the circumstances may require. If any man is convicted of theft, he shall be expelled from the Union.

ARTICLE XVII.

There shall be no discrimination by the Party of the First Part against any member of the Party of the Second Part, nor shall the Party of the Second Part discriminate against the Party of the First Part.

ARTICLE XVIII.

It is agreed that no Employer, official District Council or Local, or the International Longshoremen's Association, has the right to make any change in this agreement, and all interpretations of same must be made in accordance with Article II.

If any member of the Union causes a stoppage of work by endeavoring to make a different interpretation of any of these rules, or to introduce any rules which are not covered in this agreement, then the stevedores to have the right to refuse to employ such men in the future.

Any member of the Union found guilty of violating any provision of this agreement shall be brought before the Boston District Council and dealt with as the case may warrant.

ARTICLE XIX.

A copy of this agreement shall be filed with the United States Shipping Board Merchant Fleet Corporation.

ARTICLE XX.

This agreement shall be effective as of December 5th, 1931 and shall remain in full force and effect until September 30, 1932. Any deliberate violation of this agreement by either party shall give either party the right to cancel.

Signed December 5, 1931.

For the United States Shipping Board Merchant Fleet Corporation, Deepwater Steamship Lines, the Inter-Coastal Lines, and Contracting Stevedores.

BOSTON TRANS-ATLANTIC STEAMSHIP LINES.

(SIGNED) JOHN N. LEVINS  
I. T. SORGE  
E. C. MOFFATT  
H. L. PORTER  
E. M. HAGARTY  
T. M. SMIDDY  
THOMAS A. MILLER  
JOHN I. WYLDE  
TIMOTHY F. QUINN  
ARTHUR LANE

FOR INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

JOSEPH P. RYAN, INT. PRES.

THIS AGREEMENT made and entered into by and between the undersigned United States Shipping Board Merchant Fleet Corporation, Deepwater Steamship Lines and Contracting Stevedores of the Port of Boston and Vicinity, and the Inter-Coastal Lines, as party of the first part, and the International Longshoremen's Association, and its affiliated Local 1066, as party of the second part, and is meant to cover the loading and unloading of ships in the Port of Boston and vicinity.

#### ARTICLE I.

Members of the party of the second part shall have the preference of all work pertaining to the tallying and checking of all cargo under the following terms and conditions.

It is understood, however, that this is not to interfere with the eleven permanent men employed by the I.M.M.Co., four by the Cunard Line and seven by the American-Hawaiian Line, who have for several years been recognized as exempt from membership in the I.L.A.

Six of the permanent men employed by the I.M.M.Co. are tallymen, and on these six men and the American-Hawaiian's seven, both Companies agree that as soon as these men are eliminated through death, resignation or other cause, they shall not be replaced.

#### ARTICLE II.

Basic working day of eight hours is hereby established with a forty-four hour week.

#### ARTICLE III.

(a) The men shall receive six dollars and fifty cents (\$6.50) per day for eight hours or any fraction thereof, constituting from 8 a.m. to 12 noon -- 1 p.m. to 5 p.m. except Saturdays and from 8 a.m. to 12 noon on Saturdays, for which they will receive three dollars and twenty-five cents (\$3.25).

(b) All other time shall be considered overtime including meal hours and paid for at the rate of \$1.20 per hour. Any checker working during day and ordered back for night work 7 p.m. to receive at least two hours, or its equivalent of \$2.40 if laid off or finished sooner.

(c) If men are required to work on Sundays or Holidays and fail to work the full period through no fault of their own, they shall receive a full day's pay or \$9.60.

(d) Men ordered out for night work shall be paid at the rate of \$1.20 per hour, but shall receive not less than eight hours' pay or \$9.60. This applies only to men who have not worked during the day for the same employer.

(e) When Checkers or Tallymen are assigned to sorting duties, namely sorting and distributing cargo, they are to be paid on hourly basis at the same wage pay as prescribed under the Longshoremen's Agreement.

(f) Men ordered back to work on Saturday afternoon and who fail to work the full period through no fault of their own, they shall receive not less than four hours' pay or \$4.80.

#### ARTICLE IV.

It shall be the duty of employers to notify men before 5 p.m. of the day on which night work is to be performed, and before 5 p.m. of the day preceding Holiday work and before 12 noon on Saturday when Sunday work is to be performed. Holidays as specified in Longshoremen's Agreement.

#### ARTICLE V.

Meal hours are 6 a.m. to 7 a.m., 12 noon to 1 p.m., 6 p.m. to 7 p.m. and 12 Midnight to 1 a.m. Men to be paid for the full meal hour if worked any part of it.

#### ARTICLE VI.

Double time shall be paid when checking or tallying ammunition or explosives down the Bay; time to start from the time of leaving the pier to return to pier. Meals as covered by Longshoremen's Agreement.

#### ARTICLE VII.

All Checkers or Tallymen working on cargo damaged by fire or water, when working under distress conditions, shall receive double the prevailing rate.

8 a.m. to 12 noon and from 1 p.m. to 5 p.m. on all week days exclusive of Saturday afternoons, \$1.62 $\frac{1}{2}$  per hour. All overtime including meal hours, shall be counted and paid for at the rate of \$2.40 per hour.

#### ARTICLE VIII.

(a) Checkers to be paid off when laid off during daylight hours by cash or written order. This rule does not apply on Sundays or Holidays.

(b) In all other cases not covered by Clause (a) every effort will be made to arrange for the men to receive their wages at a locality and at a time as convenient as possible to the men. Any abuse arising under this Clause shall be brought to the attention of the Standing Committee.

#### ARTICLE IX.

(a) It is understood that office work and so-called book work does not come under the scope of this agreement and any employees, not I.L.A. members, employed in office work cannot tally or check cargo from and to dock and ship except as provided for in Article #1.

(b) It is understood and agreed that any I.L.A. men placed in book clerk jobs shall work in and out of the office for the purpose of making deliveries and receiving cargo when the occasional necessity requires.

#### ARTICLE X.

Checkers or tallymen working off-shore or tallying from the dock into ship on cargo calling for double time under the Longshoremen's Agreement shall be compensated for double time under conditions specified in such agreement.



#### ARTICLE XI.

(a) In the event of a dispute or controversy arising during the life of this agreement as to the interpretation of same, the men shall continue to work pending an adjustment of the trouble as follows:-

(b) Matter in dispute to be submitted to a Committee of four, said Committee to be made as follows: Two representatives of the Employers and two representatives of the Employees; a decision of the majority of the Committee to be final and binding. In the event of failure on the part of the Committee of four to reach a satisfactory decision, then the Committee of four shall proceed to select the fifth man as Chairman, which man must be satisfactory to both sides, and to the Shipping Board when dispute is on Trans-Atlantic ships, and the decision of the majority of the Committee so augmented shall be final and binding upon parties signatory to this agreement.

(c) A Grievance Committee composed of three representatives of the Employers and with three representatives of the Employees shall be created to settle all minor disputes, which must be submitted immediately. In the event of failure of this Committee to settle such disputes, they are to refer them, within thirty days, to the Committee of four in accordance with the second paragraph of this Article.

(d) Any matter in dispute which has not been referred to the Committee of four within 120 days shall be void.

#### ARTICLE XII.

There shall be no beer or other intoxicating liquors brought upon the property of the party of the first part. For a violation of this clause the guilty party may be discharged and given no further employment by the party of the first part.

#### ARTICLE XIII.

The party of the second part will not try to uphold incompetency, shirking of work, pilfering or poaching of cargo; anyone guilty of the above offenses shall be dealt with as the party of the first part sees fit or as the circumstances require.

#### ARTICLE XIV.

There shall be no discrimination by the party of the first part against any member of the party of the second part nor shall the party of the second part discriminate against the party of the first part.

#### ARTICLE XV.

When the party of the second part cannot furnish a sufficient number of men to perform the work in a satisfactory manner, then the party of the first part may employ such men as are available.

#### ARTICLE XVI.

It is agreed that no Employer, Official, District Council or Local of the International Longshoremen's Association has the right to make any change in this Agreement, and all interpretations of same must be made in accordance with Article XI.

ARTICLE XVII.

This Agreement shall be effective as of December 5th, 1931 and shall remain in full force and effect until September 30th, 1932. Any deliberate violation of this agreement by either party shall give either party the right to cancel.

Signed December 5, 1931.

For the United States Shipping Board Merchant Fleet Corporation, Deepwater Steamship Lines, the Inter-Coastal Lines, and Contracting Stevedores.

For the party of the first part:

For the party of the second part:

STANDING COMMITTEE OF DEEPWATER  
STEAMSHIP LINES AND EMPLOYING  
STEVEDORES.

COMMITTEE FOR INTERNATIONAL  
LONGSHOREMEN'S ASSOCIATION.

(SGD) JOHN N. LEVINS

(SGD) JOSEPH P. RYAN, Int.Pres.

(SGD) I. T. SORGE

(SGD) L. D. PORTER

(SGD) T. M. SMIDDY

U.S.Shipping Board M.F.C.

BY: (SGD) THOMAS A.MILLER  
District Representative

(SGD) JOHN WYLDE

(SGD) TIMOTHY F. QUINN

(SGD) ARTHUR LANE

(SGD) E. M. HAGARTY

(SGD) E. C. MOFFATT