

The DISPATCHER

Official Newspaper of the International Longshoremen's and Warehousemen's Union, CIO

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MARSHALL PLAN HITS U. S. SHIPS

Sam Kagel Named Coast Arbitrator

SAN FRANCISCO—The International Longshoremen's & Warehousemen's Union and the Waterfront Employers Association of the Pacific Coast December 20 jointly announced mutual agreement upon and acceptance by Mr. Sam Kagel as Pacific Coast Arbitrator for the new long-term waterfront agreement.

Mr. Kagel will serve for the life of the agreement and will act both as Coast arbitrator and area arbitrator for Northern California. Other area arbitrators will be appointed for Washington, Columbia River ports, and Southern California. The agreement, which of-

To the members of the ILWU and to the friends of the ILWU the officers with the season's greetings and good cheer, and they are joined in this wish by the staff of The Dispatcher and the staff of International Headquarters.

HARRY BRIDGES, President

J. R. ROBERTSON, First Vice President

LOUIS GOLDBLATT, Secretary-Treasurer

GERMAIN BÜLCKE, Second Vice President

Big Owners Grab All The Profits

(Special to The Dispatcher)
WASHINGTON, D. C.—The proposal by ECA Administrator Hoffman to divert Marshall Plan bulk cargoes from the United States to foreign flag tramp vessels is public notice that the Marshall Plan is bringing increased unemployment to American seamen.

Under the law passed by Congress in setting up the European Recovery Program, it is specified that so far as practicable one-half of all ECA exports should travel in American bottoms, if these ships are available at market rates. Hoffman has decided that at least as far as bulk cargoes are concerned—wheat, coal, ores—U. S. rates are high above the market rates. ECA claims it costs \$4.50 more to carry a ton of coal in an American tramp bottom to a French port than to carry it in a foreign bottom. About \$50 million, it is said, have been spent by Marshall Plan countries in the past eight months because of the higher U. S. tramp rates. These millions, of course, were appropriated by Congress for the rehabilitation of the European countries; they have gone to American ship operators instead.

BULK CARGOES DOWN

It was revealed that Hoffman proposes to keep the 50-50 split between U. S. and foreign bottoms on all general cargo in the liner services and on oil moving in tankers. In these services there are no low foreign competitive rates because the operators themselves, both foreign and American, meet together as a conference and set one rate for everyone. However, in the past months, cargoes in liners and tankers have accounted for only 20 percent of all the Marshall Plan exports.

When the Marshall Plan was enacted into law this past spring, the 50-50 split of all cargoes was hailed by the industry and some trade union leaders as proof that among other things the Plan guaranteed more jobs. Despite this, unemployment has continued to be serious among seamen.

In May, when the Marshall Plan got underway, U. S. ship operators had 532 Liberty ships on bare

Report from Portland

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

BY J. R. ROBERTSON
ILWU First Vice President

The National CIO Convention in Portland, Ore., in the course of its five days' deliberations ending November 20, acted upon major policy problems of a social, political and economic nature as well as international problems and American foreign policy.

The ILWU delegation attending the convention was as follows: J. R. Robertson, vice-president, San Francisco; Jack Kawano, Local 138, Hawaii; William S. Lawrence, Local 13, San Pedro; Charles Duarte, Local 6, Oakland; Bernard Lucas, Local 208, Chicago. Although President Harry Bridges and Frank Andrews, Local 47, Olympia, Wash., were delegates, they were unable to attend as they were tied up in longshore negotiations in San Francisco.

LOCALS SEND OBSERVERS

Local 10, San Francisco, sent three official observers. Local 8 sent observers as did other ILWU locals on the west coast. In addition, there were the International Board members: Jack Steinhart, Andrew Nelson and Stewart McKenzie.

This delegation was alarmed at the manner in which discussions on the policy questions were handled by the chair. It was obvious from the first hours of the convention that a vast majority of the delegates were in complete support of the chair. Any opposition was ruthlessly attacked and

the simple device of "moving to close debate" was used to cut off all opposition discussion.

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

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

FOLLOW ILWU POLICY

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

The ILWU constitution spells out autonomous rights for both the national union and its local affiliates. When the CIO granted the ILWU a charter in 1937 these autonomous rights were guaranteed.

When the resolution dealing with foreign policy and the Euro-

(Continued on Page 2)

Olaa Lockout Lifted, Men Back at Work

OLAA, T. H.—The 66-day lockout of Olaa sugar workers ended December 16 in complete victory for the workers. Olaa abandoned its efforts to force a huge and unprecedented wage cut on ILWU Local 142 members, and agreed to the union offer to take a 5-cent across the board cut.

On all other issues the company capitulated. These were contract opening on severance pay in the event the company liquidates as it has threatened, and severance pay for workers who have been displaced from their regular jobs and are unable to perform retraining.

When Olaa eliminated certain jobs this year the workers were told to cut cane, even though some were too old for the work or otherwise physically unable.

GET SEVERANCE PAY

Workers formerly employed at the company store, now closed down, will receive severance pay on the same basis if they are unable to cut cane.

Fifty workers who were denied seniority in November, 1946, after

(Continued on Page 3)

Who Said It?

"Bridges had the choice of eating crow or explaining to his members why they should continue a strike which had cost them more than \$5,000,000 in wages."

(Turn to back page for name of author.)



SAM KAGEL

ficially ended the longshore strike on Thanksgiving day and which went into effect with the resumption of work on December 6, runs until June, 1951.

HAS LAW DEGREE

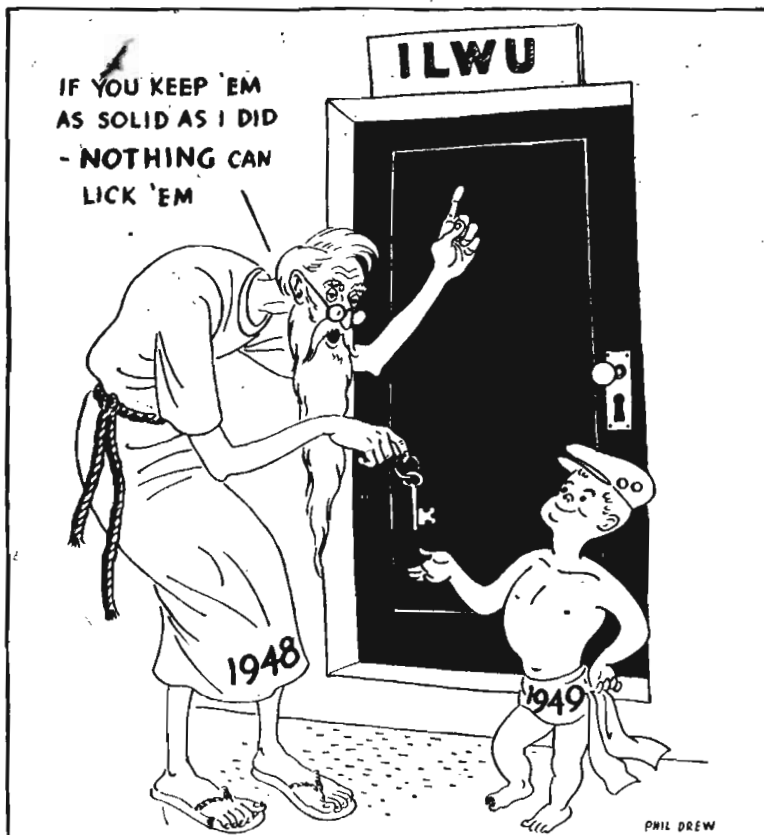
Mr. Kagel was born in San Francisco and raised in Oakland. He graduated from the University of California with an AB degree in 1929 and returned to the university to receive a law degree this year.

He was continuously engaged in labor relations work from 1933 to 1941, when he joined the War Manpower Commission. At the end of the war he was Northern California Director of that commission.

During his law studies he be-

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The New Year



EVERY ILWU MEMBER has good reason to feel proud and happy this New Year. Their union was one of the few to come through 1948 whole and one of the very few to come through with real victory.

The ILWU progressed on every front, with the maritime sections standing out. After 93 days on the bricks the waterfront workers gained most of the items they voted to strike for, a record rare in 1948.

The warehousemen won strikes this year, too, notably Local 6 in the San Francisco Bay Area and the mill workers at Globe in Sacramento, Calif. and Astoria, Ore. The warehousemen tied up the tag ends of holdout employers after maritime settled.

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

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

Word got to the union one evening that police and the national guard were planning to turn out in force at Olaa. Union messengers went from house to house rousing the workers. By three in the morning 800 had gathered, all very quiet. The mood was not one of violence. The workers were worried about the jobs they had been locked out from. They did not like the scabbing going on.

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

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

with a union that hadn't signed Taft-Hartley affidavits, the non-complying maritime unions signed the best contracts they had ever had.

THE ILWU RAN its strikes in a business-like manner. Welfare committees and soup kitchens insured that nobody starved. Every man on the picketline, whether he'd been through 1934 and 1936 and knew the score from experience or whether he was a newcomer, knew exactly why he was on that picketline.

Not every victory required a strike either. In many cases the employers seeing the evident unity in their shops did not force the Taft-Hartley issue or insist on a less-than-living wage.

This is not to say that 1948 was an easy year. It required hard work to build and keep the solidarity that won victories for ILWU members. It will require harder work in 1949. It seems safe to predict that the red-baiting will go on, that Taft-Hartley repeal will come only after some strong and concerted pressure from labor, that labor will continue to be oppressed in many countries.

The ILWU has received word from labor in some of these countries that its strike victory was the most heartening event of the year. The rank and file of this union can and must keep up its fine record in 1949.

The DISPATCH

MORRIS WATSON, EDITOR
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Phone FRequest 5-6338 or FRequest 3-3520
HARRY BRIDGES, President
J. E. ROBERTSON, First Vice President
LINCOLN FAIRLEY, Research Director
LOUIS GOLDBLATT, Secretary-Treasurer
GEORGE BULLOCK, Second Vice President
MORRIS WATSON, Information Director
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World Labor Roundup

By Allied Labor News

BRITAIN

LONDON—British miners are expressing strong opposition to an output increase plan recommended by the National Coal Board and some of their own national union leaders. Seven regional unions representing 430,000 miners, more than half the number in the whole country, have already rejected the scheme. One proposal to which miners object is the setting up of labor-management "attendance committees" to inquire into every case of absence from the pits, with powers to fine any miner who stays at home \$10 if he cannot produce a "satisfactory explanation."

FRANCE

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

CANADA

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

ISRAEL

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

USSR

MOSCOW—Mechanization of the lumber industry is one of the objectives of the present five-year plan. Lumberjacks in the Soviet Union's many forests are now being supplied with electric saws, special tractors, bulldozers, mobile power stations to supply current at new sites, and many other types of equipment. Soviet stockpiles of timber, a large export item in USSR trade with foreign countries, are growing rapidly as a result.

GERMANY

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

BRITISH GUIANA

GEORGETOWN—British Guiana workers are fighting new abuses by employers, the most fantastic of which occurred recently when one company docked its outdoor workers for 12 minutes during which they were unable to work because of a brief rain. Government-employed harbor workers here are also publicizing their grievances, in a novel manner. They are coming to work in mourning clothes and say they will continue to appear this way until the government answers their petition for shorter hours and better conditions.

POLAND

WARSAW—Three thousand Polish miners who have returned

from work in French pits are being examined for evidences of silicosis and other work-induced diseases by national health insurance doctors in various parts of the country. Under the Polish-French treaty governing the work of these men, the French government must pay compensation for all such ailments. Details of payments to be made to the men will be decided by a joint Polish-French commission.

ARGENTINA

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

Portland Dock Bosses Sign Pact

PORTLAND, ORE.—An agreement was signed by the Walking Bosses Negotiating Committee for Portland and the Columbia River area and the employers of the bosses setting the new base pay rate at \$2.28 an hour straight time and \$3.42 for overtime.

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

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

VACATIONS PROVIDED

Vacation provisions provide two weeks at straight-time for regular walking bosses while casual bosses are to receive one week if they have worked 800 hours and two weeks if they have worked 1,344 hours.

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

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

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

NMU Ship Votes Thanks to ILWU

LONGVIEW, WASH.—Thanks for "help, friendship and understanding shown toward four NMU brothers" was voted ILWU Longshore Local 21 here by National Maritime Union sailors on the George C. Perkins.

The ship's committee wrote the longshoremen that "without your help" the NMU members "who were unfortunately unable to provide for themselves would have been utterly stranded in Longview."

Phoney Military Report Might Have Started War

WASHINGTON (FP)—A false military intelligence report circulated last spring might have led to a total U. S. mobilization, the Hoover commission on government reorganization said in a report issued December 18.

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

If taken seriously, the intelligence report would have led to immediate expansion of all branches of the military establishment and might have been a step toward a shooting war. The Hoover commission said that if President Truman had believed the report "he would have asked for an almost immediate and complete mobilization."

AGGRESSIVE GENERALS

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

The Hoover commission said that Truman asked "that a respec-

table military posture be built up and made clear that we were not going to war."

Other sections of the commission report said that friction remained among army, navy and air force in spite of unification directives. The commission also charged that the defense establishment is wasting money.

Lundeberg Is Bluffing Says ILWU

SAN FRANCISCO — Shippers and other movers of freight were advised December 8 by the officials of the ILWU to disregard the idle threats of Harry Lundeberg to strike.

Concerned lest shippers take Lundeberg seriously and thus hold back freight, the union officials said:

"Harry Lundeberg, Secretary of the Sailors Union of the Pacific, is bluffing. Shippers and other movers of freight should disregard his talk for it's the same thing he has done at the conclusion of every strike. Insofar as his wages are concerned, we have already won his increases for him. He has a contract which does not permit him to strike or to stop work for any cause whatsoever throughout his life. No one need take him seriously and insofar as our own union is concerned, our plans are going forward in accordance with the fact that there will be no further interruption of work in the maritime industry."

Carrying his bluff further Lundeberg on December 13 announced he had filed a notice of intent to strike in 60 days.

Illinois CIO Wins Grease Skids for GOP in 1950

CHICAGO — Winding up its sixth annual two-day convention, the Illinois CIO Council set three objectives for the new year:

1.—A new drive to organize the unorganized.

2.—Expanded political action to grease the skids for 10 Illinois GOP representatives already on a 1950 "purge" list.

3.—A program of hounding congressmen to see that they carry out their election promises, including outright repeal of the Taft-Hartley act.

Some 500 delegates, representing 300,000 CIO members, attended the sessions.

Carpenters Hall, Philadelphia, was built by the Carpenters Society, first association of craftsmen in the U. S., founded in 1724.

CIO Wins Longshore Pact

It Just Goes to Show We've been saying that our longshoremen and other members won themselves a fine contract mainly by their solidarity and determination as expressed on the picket line, and we allowed that the national CIO gave us a hand. It seems, however, that we'll have to stand corrected by the national CIO News, as shown above. It just goes to show how many slants can follow one event.

Cuban Sugar Workers Take Heart From West Coast Maritime Victory

By WILLIAM GLAZIER
ILWU Washington Representative

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

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

For the sugar workers of Cuba, January, 1949, will be always remembered as the month when their leader, Jesus Menendez, was shot dead by an army officer. Since then the sugar workers union has been under steady harassment by the police and various government agencies. Their headquarters have been taken over, and their bank accounts and other assets seized.

A "legal" sugar workers union was established by former Labor Minister Prio—now President of Cuba—and to this new organization the government has sent dues check offs and has turned over the collective bargaining agreements in the sugar industry.

Despite this, the FNTA (National Federation of Sugar Workers) has carried on, sending its representatives into the interior to hold meetings on the sugar plantations and to deal with local management in settling grievances and forcing contract observance.

The "legal" organization kept its leaders in plush offices in Ha-

vana, leaving to the police and the rural guards the job of fighting the FNTA. Every week was marked by some instance of violence, attacks by goons and thugs, intimidation of local leadership, and the whole run of police interference with free trade unionism.

But the union carried on its work by maintaining the closest day-to-day contacts with the workers and with the small colonos (or farmers) who grow the sugar cane, usually on land leased from the big, wealthy sugar mills.

The "legal" organization had made a deal with the government and the sugar mills that the 1948 wages, frozen at the high point of 1947 through the efforts of the FNTA, would be revised on November 30, 1948, on the basis of current sugar prices. In effect, this would mean that the wages for next year's sugar harvest and grinding, usually established in December, would be cut below 1948 because sugar prices have dropped somewhat this past year.

The FNTA organized a drive among the workers against any cut in next year's wages. They were able to get the support of the small Cuban farmers in this program, and throughout the island union posters and leaflets demanded that the 1948 wages be kept through 1949.

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

The growing strength of the FNTA, despite every effort of the government, and the support of the sugar workers and small farmers to the FNTA program resulted in a complete defeat for the policy of the government and the mill owners.

The "legal" sugar union, having received the government's approval, on November 29th demanded that the 1948 wages continue through next year. On November 30th the government issued a decree to this effect. Few sugar workers will be deceived by this kind of union leadership. It is very much like certain U. S. trade union leaders who come in after the fight is over and won, and demand their cut.

Cuba faces a steadily deepening economic crisis. And the crackdown against the unions was described to me as the first step in shifting the burden of the coming depression to the workers, through wage cuts and unemployment. The FNTA has proposed an economic program which would strengthen the domestic economy of Cuba and make it less dependent upon the United States. At the present time the slightest economic disturbance in the U. S. is magnified tenfold in Cuba.

The government, on the other hand, seems primarily concerned in making Cuba more attractive for American capital investment, offering all kinds of inducements in terms of tax rebates, cheap labor and other concessions. This was the tenor of the speeches made by President Prio on his recent visit to the U. S. Such a program can only end, in the long run, in keeping Cuba a dependent economic satellite of the United States.

The workers seem to be militantly behind the leaders of the unions. On the Sunday before I arrived, the police broke into and occupied the headquarters of the CTC (Cuban Confederation of Labor). Lazaro Pena, general secretary of the CTC and leader of the Cuban tobacco workers, called upon his own union to protest this action.

On Monday every cigar worker in Havana stopped working. The police forced the workers from the factories and started mass arrests. Nine hundred men and women were in jail the first day. Hundreds more were arrested, but the Havana jails were not large enough to hold all the strikers. Mass meetings in Havana and in leading industrial cities throughout Cuba were being held on the day I arrived. The following morning everyone was released. The workers were back on the job and the CTC started legal proceedings for the return of its property.

These workers in Cuba do not seem unduly disturbed to have their organization described as "illegal." The tradition of fighting against despotic oppression and terror is strong among the trade union leaders and the rank and file. Many were identified with the Cuban revolution that overthrew the bloody dictatorship of Machado in 1933.

Those trade unionists will fight bitterly before permitting another such regime to come to power in Cuba.

The meeting in Havana was primarily to reestablish contact between the sugar workers of Cuba and Hawaii. After an exhaustive review of conditions in both sugar producing areas, it was decided to step up the program of the International Sugar Workers Committee during the next session of Congress, in the common interest of all the sugar workers producing for the U. S. consuming market.

Bulgarian Workers Ask UN To Act Against Franco

SOFIA (ALN) — The Central Workers Trade Union of Bulgaria took a hard December 7 in labor's worldwide week of action against the Franco dictatorship in Spain. A telegram was sent to the United Nations Human Rights Commission urging it to "take a stand against the terror directed at Spanish workers and act to assure them elementary human and trade union rights."



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



ILWU at Convention Here are parts of ILWU delegations and some of the ILWU speakers at the Eleventh Annual Convention of the California CIO Council at Long Beach last fortnight. Top, left, some of Los Angeles Warehouse Local 26 delegates. Top, right, some San Pedro Longshore Local 13 delegates in informal caucus. Center, a shot of the San Francisco Longshore Local 10 table. Bottom, some of the 17 delegates sent by the Bay Area Warehouse Local 6. Shown at the rostrum microphone are, left, ILWU Secretary-Treasurer Louis Goldblatt, who reported on the waterfront strike victory, and ILWU Regional Director William S. Lawrence, who presided at some sessions; and right, ILWU's Bjorne Halling, who was reelected secretary-treasurer of the state council by acclamation, and Herman Stuyvelaar of San Francisco Clerks Local 34, who reported on his tour of Europe as part of the ILWU rank and file delegation.

Eleventh Annual California CIO Convention Sets Unity of Forces As Major 1949 Objective

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

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

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

DRIVE FORWARD

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

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

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

Enactment of the full civil rights program of President Truman.

Establishment of an improved

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

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

RANK AND FILE WORK

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

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

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

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

GOLDBLATT TALKS

The more than 400 delegates from local and international CIO unions in California in addition to asking for a fourth round of wage increases, launched a drive to organize the unorganized in the spirit and tempo of the early days of the CIO in the state.

Picking repeal of the Taft-Hartley Act as the number one political job, the convention delegates

also mapped a full political action program which they said should be rooted in the rank and file of organized labor to keep a close check on national, state and local election campaigns.

Principal guest speakers were ILWU Secretary-Treasurer Louis Goldblatt and Vice-President Reid Robinson of the Mine, Mill and Smelter Workers Union.

DISRUPTERS FAIL

Goldblatt explained how the efforts of disrupters in the early days of the State CIO Council failed but the earlier efforts are being repeated today by such disrupters as John Despot of the Steelworkers and Tim Flynn, CIO regional director for Northern California.

Just as the earlier attempts to split ranks failed, so will those being tried now by Flynn and Despot collapse. Goldblatt said that the effort to split the Council has been very costly. It gave employers encouragement to take on and lick the Oil Workers Union and was a real factor in the shipowners' attempt to smash the ILWU and other maritime unions.

Therein lies one of the basic reasons for the maritime strike and cause of its prolongation, for the shipowners sought to isolate the maritime unions from the rest of labor in California.

BIG ENOUGH

Actually, the 93-day victorious strike was a basic test of the Taft-Hartley Act, he said, as it was of

the general red-baiting attack upon militant unions and the drive to split labor's ranks.

Goldblatt traced the major events leading to the maritime strike and the steps taken by the ILWU and other maritime unions to counteract and defeat the employer tactics.

In concluding, the ILWU Secretary said:

"The CIO and the State Council must be big enough and are big enough to allow for differences of opinion.

"This has always been our position and will continue to be our position while demanding at the same time unity in the CIO and of all organized labor for the welfare and security of the working men and women of the U. S. and the world."

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

Indonesian Unions Act for Freedom

JOGJAKARTA (ALN) — The Indonesian Trade Union Federation (SOBSI) has issued a formal statement saying it will recognize no agreement between the Netherlands and the Indonesian republic that detracts in any way from the republic's sovereignty.

Strike Fund Donations Still Mount

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

Thousands more were donated to the port Joint Action Committees in money and groceries. The San Francisco JAC alone reported \$44,511.63 received, including an estimated \$20,000 worth of groceries.

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

United Electrical, Radio & Machine Workers, CIO, Local 766, Cincinnati, O.	\$ 25.
U. S. Local 913, Fort Wayne, Ind.	25.
U. E. Local 967, Detroit	16.
ILWU Local 978, Norfolk, Va.	25.
ILWU Local 117, Sacramento, Cal.	500.
ILWU Local 208 shops, Cleveland, O.	500.25
Duluth, Minn., Industrial Union Council	25.
Food, Tobacco & Agricultural Workers, CIO, Local 194, Chicago	100.
United Rubber Workers, CIO, Local 7, Akron, O.	25.
United Auto Workers, CIO, Local 217, Cleveland	25.
United Farm Equipment Workers, CIO, Local 175, La Porte, Ind.	50.
Amalgamated Lithographers, CIO, Local 4, Chicago	100.
Deer Lodge, Montana, Miners' Union	50.
United Public Workers, CIO, Local 471, Washington, D.C.	167.
Mine, Mill & Smelter Workers, CIO, Local 414, Fresno, Cal.	50.
U. M. W. Local 820, Bayard, N. M.	100.
United Steelworkers, CIO, Local 1008, Cleveland	10.
United Furniture Workers, CIO, Local 102, New York	66.
U. F. W. Local 457, Big Rapids, Mich.	25.
Miscellaneous	150.

Grand total to end of strike, \$22,677.67

The San Pedro, Cal., JAC bulletin said that outstanding support to the strikers came from the CIO News-vendors who passed out thousands of leaflets uptown, and turned over \$700 worth of canned goods they had saved for possible strike action of their own.

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

In Portland, Ore., the Eagles Aerie No. 4 refunded two rent checks totaling \$100 for the use of their building to Local 8 "to give relief to your needy families during the strike period."

Strikers in Oakland, Cal., received \$100 from Newell Walker, formerly a member of Warehouse Local 6 there. Walker, now living in Arroyo Grande, Cal., donated \$100 to the ILWU sugar strikers in 1946.

Another outstanding show of support came from Local 6 members at Butler Bros. warehouse in San Francisco. They raised more than \$200 for the strikers, though the plant is closing down in January and they will be out of jobs themselves.

Congratulations on the victorious end of the strike came from as far away as France where the General Confederation of Miners, just through a bitter fight, wired the ILWU "congratulations for a magnificent struggle."

Local 40 Elects New Officers

PORTLAND, Ore.—W. J. Harold, Jr., was elected president, and Larry Coombs, vice president of Warehouse and Checkers Local 40. Incumbent Secretary-Treasurer Business Agent H. F. Rice, Dispatcher F. Aumend, and Sergeant at Arms W. Schramm, were returned to their posts.

In addition the new board of trustees, labor relations committee and executive board were chosen at December 8 elections.

AGREEMENT

THIS AGREEMENT, dated December 6, 1948, by and between the Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, Waterfront Employers of Washington, hereinafter designated as the Employers, on behalf of their respective members, and the International Longshoremen's and Warehousemen's Union, hereinafter designated as the Union.

WITNESSETH:

This Agreement shall become effective on December 6, 1948, and shall remain in effect, unless terminated in accordance with other provisions in the agreement, or unless the termination date is extended by mutual agreement, until and including June 15, 1951, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

SECTION 1. Definition of Longshore Work

(a) The provisions of this agreement shall apply to all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock, and the direct transfer of cargo from vessel to railroad car or barge, or vice versa, when such work is performed by Employees of the companies parties to this agreement.

(b) It is agreed and understood that if the Employers, parties to this agreement, shall sub-contract longshore work as defined in paragraph (a) above, provisions shall be made for the observance of this agreement.

(c) The following occupations shall be included under the scope of this agreement: Longshoremen, gang-bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack turners, slide runners, front men, Mince drivers, lift Mince drivers and any other person in other categories doing longshore work as defined in paragraph (a) above. Existing practices arrived at by mutual consent under which other workers not affiliated with the ILWU perform any of this work shall not be changed.

(d) The terms and conditions of this agreement shall apply to cleaning cargo holds, loading ship stores, handling lines, marking lumber, handling ship, loading, etc., when such work is performed by longshore employees of the companies parties to this agreement. Existing practices under which other workers perform any of the work described in this paragraph shall not be changed.

SECTION 2. Hours

(a) Straight and overtime hours

Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8:00 a.m. and 5:00 p.m. shall be designated as straight time, but there shall be no relief of gangs before 5:00 p.m. All work in excess of six hours between the hours of 8:00 a.m. and 5:00 p.m. and all work during meal time and between 5:00 p.m. and 8:00 a.m. on week days and from 8:00 p.m. on Friday to 8:00 a.m. on Monday, and all work on legal holidays, shall be designated as overtime.

(b) Meal Time

Meal time shall be any one hour between 11:00 a.m. and 1:00 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate as the case may be, for all time worked in excess of five hours without a meal hour.

The 1948 Longshore Agreement

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

Note: Boldface type indicates new language.

(c) Four-Hour Minimum

Men who are ordered to a job and who report to work shall receive a minimum of four hours' work or four (4) hours' straight or overtime pay as the case may be. Men who are discharged for cause or who quit shall only be paid for their actual working time.

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

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

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

(d) Nine Hour Maximum Work Shift

The maximum work shift shall be nine (9) hours in any twenty-four (24) hour period commencing at 8:00 a.m. The day shift shall start at 8:00 a.m. except that the initial start may be made later than 8:00 a.m. The night shift shall start at 7:00 p.m.; provided that the Port Labor Relations Committee in any port may by mutual agreement alter the night shift starting time for such port to 6:00 or 8:00 p.m.; provided further that the initial start may be made later than the regular starting time but not later than twelve midnight.

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

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

(2) A two (2) hour layover shall be allowed, thus extending the nine (9) hour shift to an eleven (11) hour shift, when a vessel is required to finish, in order to shift from berth to berth.

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

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

(5) When no replacements are available to the employer.

(6) To meet extraordinary or emergency situations, Port Labor Relations Committee may, by mutual agreement of the parties, make limited exceptions to this rule.

(e) 1000 Hour Clause

Anything in this agreement to the contrary notwithstanding, it is agreed that no man shall be employed or shall work more than one thousand (1000) hours for any single employer during any period of twenty-six (26) consecutive weeks commencing at 8:00 a.m. on Monday, December 6, 1948. When a man has worked nine hundred fifty (950) hours in any such period of twenty-six (26) consecutive weeks for any one employer, such employer shall notify the dispatcher and such man shall not be further dispatched in such period to such employer for additional work which will exceed said one thousand (1000) hour limitation. When a man has worked the maximum number of hours permitted by this sub-section for any employer, he shall be dismissed and when a man has worked twelve (12) hours in any work day or fifty-six hours (56) in any workweek for any such employer, he may be dismissed. On such dismissal, payment shall be made only for the hours actually worked up to the time of such dismissal and the man so dismissed shall not thereafter be dispatched to such employer during such workday, workweek or twenty-six (26) consecutive weeks period, as the case may be. Time and one-half the regular rate as prescribed by Section 7(b) of the Fair Labor Standards Act of 1938 shall be paid for the time worked for any such employer in excess of twelve (12) hours in any workday or in excess of fifty-six (56) hours in any workweek. Any time worked, whether as a longshoreman or as a crane driver, dock worker, or other category of employee, for an employer party to this agreement shall be considered time worked for the purposes of this paragraph. Paid travel time likewise shall be considered time worked for the purpose of this paragraph.

In applying this provision, it is agreed that the overall work opportunity of longshoremen of a port shall not be reduced and present methods of equalization of work opportunity and earnings interfered with.

The union agrees to forthwith secure the certification required by Section 7(b) (1) of the Fair Labor Standards Act of 1938.

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

SECTION 3. Scheduled Day Off

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

(1) Insofar as possible, the work and the registration list in each port shall be so arranged and rotated that groups of

registered longshoremen shall have consecutive Sundays off for a period of two consecutive months, and a week day off each week for a period of each third month.

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

(3) Days off shall become effective as soon as scheduled by the Labor Relations Committee and the men so notified. The days off so scheduled shall remain in effect until changed by the Labor Relations Committee.

SECTION 4. Holidays

(a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, Statewide Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

(b) Election Day. On election day the work shall be so arranged as to enable the men to vote.

SECTION 5. Wages

(a) Wage Rates

(1) The basic rate of pay for longshore work shall not be less than one dollar and eighty-two cents (\$1.82) per hour for straight time, nor less than two dollars and seventy-three cents (\$2.73) per hour for overtime.

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

I. Basic Straight-Time Rate

1. Six hours worked between the hours of 8 a.m. and 5 p.m., Monday through Friday.

II. Overtime Rate

1. All work in excess of six hours between 8 a.m. and 5 p.m.
2. All work between 5 p.m. and 8 a.m. on week days, and all work on Sundays, Saturdays and legal holidays except such work as is covered by meal hour provisions set forth in III.
3. Payable when working through the noon meal hour (except on Saturdays, Sundays and legal holidays.)
4. All work in excess of five consecutive straight-time hours without an opportunity to eat.

III. Time and One-Half the Overtime Rate

1. Payable when working through other than noon meal hour.
2. Payable when working through noon meal hour on Saturdays, Sundays and legal holidays.
3. All work in excess of five consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.
4. All work in excess of five hours when also a meal hour.
5. All work in excess of eleven hours in any one shift when finishing the ship for sailing. This shall apply although the 12th hour may be worked after 8 a.m.

(b) Skill Differentials

In addition to the basic wages for longshore work as specified in Section 5(a), additional wages to be called skill differentials shall be paid for the types of work specified below. Except as provided by Sections 9 and 16, the skill differentials specified shall be the only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

During overtime hours, the differential for these types of work shall be one and one-half times the straight-time differential.

SKILLED GANG MEMBERS

STRAIGHT TIME RATES BY POSTS

	B	C	D	E
	10	12	14	16
State of Washington (except Columbia River ports):				
Burton man	\$1.82			
Donkey driver	1.82			
Winch driver	1.82			
Hatch tender	1.82			
Sack turner	1.82			
Slide runner	1.82			
Boom man	1.82			

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(d) The terms and conditions of this agreement shall apply to cleaning cargo holds, loading ship stores, handling lines, marking lumber, hauling ship, lashing, etc., when such work is performed by longshore employees of the companies parties to this agreement. Existing practices under which other workers perform any of the work described in this paragraph shall not be changed.

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Meal time shall be any one hour between 11:00 a.m. and 1:00 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate as the case may be, for all time worked in excess of five hours without a meal hour.

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1st six hours worked between the hours of 8 a.m. and 5 p.m., Monday through Friday.

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1. All work in excess of six hours between 8 a.m. and 5 p.m.

2. All work between 5 p.m. and 8 a.m. on week days, and all work on Sundays, Saturdays and legal holidays except such work as is covered by meal hour provisions set forth in III.

3. Payable when working through the noon meal hour (except on Saturdays, Sundays and legal holidays.)

4. All work in excess of five consecutive straight-time hours without an opportunity to eat.

III. Time and One-Half the Overtime Rate

1. Payable when working through other than noon meal hour.

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3. All work in excess of five consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.

4. All work in excess of five hours when also a meal hour.

5. All work in excess of eleven hours in any one shift when finishing the ship for sailing. This shall apply although the 12th hour may be work after 8 a.m.

(b) Skill Differentials

In addition to the basic wages for longshore work as specified in Section 5(a), additional wages to be called skill differentials shall be paid for the types of work specified below. Except as provided by Sections 9 and 10, the skill differentials specified shall be the only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

During overtime hours, the differential for these types of work shall be one and one-half times the straight-time differential.

SKILLED GANG MEMBERS

STRAIGHT TIME RATES BY PORTS

	B	C	D	E
	10c	15c	10c	25c
State of Washington (except Columbia River ports):				
Burton man	\$1.92			
Donkey driver	1.82			
Winch driver	1.82			
Hatch tender	1.82			
Sack turner	1.82			
Ride rummy	1.82			
Boom man	1.90			

CONTRACT - - Continued

Blade trucker \$1.92 on the dock
\$2.92 (aboard ship)

Blowing machine driver 1.92
COMBINATION LIFT TRUCK-JITNEY DRIVER 1.92

LIFT truck driver 1.92

Portland, Oregon, and Columbia River District Ports (1) - Southwest Oregon Ports

Gang boss \$1.92 \$2.92

Barrow man 1.92 (Coos Bay)

Winch driver 1.92

Match tender 1.92

Back turner 1.92

Side runner 1.92

Beam man 1.92

Blowing machine driver (incl. dock & ship) 1.92

COMBINATION LIFT TRUCK-JITNEY DRIVER 1.92

LIFT truck driver 1.92

Crane chaser 1.92

(1) When an extra man is employed at the S. P. Siding Open Dock in Portland, Oregon, as a utility man (as defined in the Labor Relations Committee Minutes of March 15, 1945) he shall receive \$1.92 straight time.

San Francisco

Gang boss 1.92

Winch driver 1.92

Match tender 1.92

COMBINATION LIFT TRUCK-JITNEY DRIVER 1.92

LIFT TRUCK DRIVER 1.92

Northern California

Barrow man \$1.92

Winch driver 1.92

Match tender 1.92

Guy man 1.92

COMBINATION LIFT TRUCK-JITNEY DRIVER 1.92

LIFT TRUCK DRIVER 1.92

GANG BOSS \$2.17 (Port Harbours)

(c) Skill Differential for Combination Lift Truck and Jitney Drivers

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

The rate of pay for Jitney-drivers shall be the basic longshore rate. When a Jitney-driver is dispatched to drive Jitney, he may be assigned to other work to fill out the four hour minimum guarantee.

The rate of pay for a Combination Lift Truck-Jitney Driver, when dispatched in this capacity, shall be 10 cents over the basic longshore rate for straight time and 15 cents for overtime. Combination men dispatched to the job, may be required to work both as Jitney and Lift-Truck Drivers. When a Combination man, dispatched as such, is required to drive Jitney, he shall be paid the differential named herein, and shall not be replaced during the job by a man working at less than the combination rate.

(d) Penalty Cargo Rates

(1) In addition to the basic wages for longshore work as specified in Section 5(a), additional wages to be called penalties shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified below. (See table at end of agreement).

(2) The parties recognize that the list of penalties requires thorough review because of the fact that since the list was agreed to there have been many new cargoes. Changes in the penalty list may be made by mutual agreement between the parties.

(3) The penalty cargo rates shall apply to all members of the longshore gang, including dockmen except where otherwise specified. Where two penalty rates might apply, the higher penalty rate shall apply and in no case shall more than one penalty be paid.

(4) During overtime hours the penalty rate shall be one and one-half times the straight-time penalty rate.

(5) The straight time penalty rate for working explosives shall at all times equal the basic straight time rate.

(6) Where skill differentials and penalties both apply, the allowance for both the skill and differential and the penalty shall be added to the basic rate, and skill differentials and or penalties shall be augmented by the normal overtime allowance during overtime hours.

(7) The table inserted at the end of the agreement sets forth the conditions under which the basic straight time rate, overtime rate, and time and one-half the

overtime rate shall be paid under the terms of this agreement, and the conditions under which penalties and or skill differentials apply.

(e) Subsistence

Subsistence rates when payable shall be two dollars and twenty-five cents (\$2.25) per night for lodging and one dollar and twenty-five cents (\$1.25) per meal.

SECTION 6. Vacations

(a) Each member of the Waterfront Employers Association of the Pacific Coast agrees to pay a proportionate share of the vacation pay of each longshoreman working in any particular port, the amount of and the eligibility for such vacation to be fixed in accordance with paragraph (b) hereof, and the individual share of each member to be determined as follows:

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

(2) Each member's liability for each eligible longshoreman's vacation pay shall be the proportion of the individual's pay that is equal to the proportion that the total number of longshore hours of work performed for that member in that port bears to the total number of longshore hours of work performed by all employers in that port participating in this vacation plan. It is the purpose of this paragraph to provide for a several liability for each employer and to provide for a liability from every employer participating in the vacation plan in a port to every longshoreman in the port who is eligible for vacation pay under paragraph (b) hereof.

(b) In any payroll year

(1) Longshoremen who are registered and qualified on December 31, of the calendar year in which they earn their vacation shall receive a vacation with pay the following year at the prevailing straight-time rates, as follows:—

A. One week's vacation with pay, provided he has worked at least 800 hours but less than 1344 hours in the previous pay roll year;

B. Two weeks' vacation with pay, provided he shall have worked 1344 hours or more in the previous payroll year.

C. One week's vacation with pay shall be equal to 40 hours at the prevailing straight-time rate and two weeks' vacation with pay shall be equal to 80 hours at the prevailing straight-time rate.

(2) Longshoremen shall be credited with hours of work performed for employers subject to this agreement as longshoremen, carloaders and unloaders or dock workers under collective bargaining contracts to which the said employers are parties, but no worker shall receive two vacations in the same year, one under this agreement and another under a carwork or dockwork agreement.

(3) A longshoreman's vacation pay shall be calculated on the basic longshore rate prevailing at the time of his vacation, unless during the second half of the qualifying year he shall have worked at least half of his eight hundred (800) or thirteen hundred and forty four (1344) qualifying hours at a skilled rate, in which event such skilled rate shall be used.

(4) Qualifying hours shall be limited to work performed for employers parties to this agreement and to work in one port only in one year, provided however, that hours worked by longshoremen in one port shall be transferred to and added to hours of work in any other port if such longshoreman shall have been transferred on the registration list in accordance with the rules and with the consent of the Labor Relations Committee of the latter port.

Hours worked in various ports in respective areas shall be totaled for vacation purposes and all paid time such as standby, minimum pay or travel time included in qualifying hours.

(5) Vacations will be scheduled to the maximum extent possible between the months of May and October inclusive by the Labor Relations Committee of the Port.

(6) Each registered longshoreman en-

titled to a vacation shall take a vacation.

(7) A registered longshoreman whose registration is cancelled after he shall have fulfilled all requirements for a vacation during the previous payroll year shall receive vacation pay at the time agreed to by the parties.

(8) In case a registered longshoreman dies after he has fulfilled all the requirements for a vacation with pay, his vacation pay will be paid to his widow or beneficiary.

(c) The Waterfront Employers Association of the Pacific Coast shall be the disbursing agent under this agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area.

(d) Any public port or port commission may become a party to this vacation agreement by notifying the Union and the Association, prior to the first day of the calendar year in which the vacation is to be taken. Similarly any or all of the armed services may become parties. In the event that one or more public ports, or armed services becomes a party to the agreement, said port(s) or service(s) shall be placed in the same status as an individual employer member of the Waterfront Employers Association for all the purposes of this agreement.

(e) The provisions of this section shall become effective with respect to qualifying hours in the payroll year commencing December 27, 1948, and vacations payable in 1950.

(f) All the vacation provisions included in the agreement dated June 6, 1947, will apply when making vacation payments in 1948, based on 1948 and 1947 qualifying hours with the following exceptions:

(1) All longshoremen who have worked 1344 hours or over in 1948 shall receive vacations in accordance with the aforesaid agreement.

(2) Each longshoreman who in 1948 has worked 1008 hours but less than 1344 hours and who has otherwise met all requirements of the June 6, 1947, agreement for a one week's or a two weeks' vacation shall receive as his respective case may be, a one week's vacation with pay in an amount equal to 30 hours at the prevailing straight-time rate, or two weeks' vacation with pay in an amount equal to 60 hours at the prevailing straight-time rate.

SECTION 7. Hiring Hall, Registration and Preference

(a) Hiring Hall

(1) The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union and the respective Employers Associations. The hiring and dispatching of all longshoremen shall be through one central hiring hall in each of the ports, with such branch halls as shall be mutually agreed upon in accord with provisions of Section 14(c). All expense of the dispatching halls shall be borne one-half by the International Longshoremen's and Warehousemen's Union and one-half by the Employers.

(2) Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's and Warehousemen's Union shall pay to the Union toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the Union.

(3) Non-Association employers shall be permitted to use the hiring hall only if they pay to the Association for the support of the hiring hall the equivalent of the dues and assessments paid by Association members. Such non-member employer shall have no preference in the allocation of men, but when there are not sufficient men available to handle all the needs of the port shall be allocated men on the same basis as men are allocated to Association members.

(b) Hiring Hall Personnel

(1) The personnel for each hiring hall, with the exception of Dispatchers, shall be determined and appointed by the Labor-Relations Committee of the port. Dispatchers shall be selected by the Union through elections in which all candidates shall qualify according to standards prescribed and measured by

the Labor Relations Committee of the port. If they fail to agree on the appropriate standards or on whether a candidate is qualified under the standards, the dispute shall be decided in accord with provisions of Section 14(a). The standards for Dispatchers shall be uniform among the several ports insofar as possible.

(2) All Dispatchers hereafter elected shall be permitted to hold office for the duration of this agreement, excepting only in those ports where dispatching is done on a part-time basis by a person holding union office and acting in a dual capacity.

Neither the constitution nor any rule of the Union or any of its locals shall abridge the foregoing provision.

(3) All personnel of the Hiring Hall, including Dispatchers, shall be governed by rules and regulations agreed upon by the Port Labor Relations Committee, and shall be removable for cause by the Port Labor Relations Committee.

(4) The Employer, when desired, shall be permitted to maintain a representative in the Hiring Hall at all times.

(c) Registration

(1) The Port Labor Relations Committee in any port shall have control over registration lists in that port, including the power to make additions to or subtractions from the registration lists as may be necessary.

(2) When it becomes necessary to drop men from the registration list, seniority on the list shall prevail.

(3) Longshoremen not on the registration list shall not be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work.

(d) Preference

Preference of employment shall be given to members of the International Longshoremen's and Warehousemen's Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs. This section shall not deprive the Employers' members of the Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefore) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

SECTION 8. Organization of Gangs and Methods of Dispatching

The Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Standard gangs shall uniformly consist of ship gangs only, and the constitution of ship gangs shall follow presently established port practices. All gangs larger than a standard gang and all longshoremen who are not members of regular gangs shall be dispatched only as ordered by the Employer. Subject to this provision and the limitation of hours fixed in this agreement, the Employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the provisions of this agreement, gangs and men not assigned to gangs shall be so dispatched as to equalize their work opportunities as nearly as practicable having regard to their qualifications for the work they are required to do. The Employers shall be free to select their men within those eligible under the policies jointly determined and the men likewise shall be free to select their jobs.

SECTION 9. No Strikes, Lockouts and Work Stoppages

(a) There shall be no strike, lockout or work stoppage for the life of the Agreement.

(b) How Work Shall be Carried On. In the event grievances or disputes arise on the job work shall be performed in accordance with the specific provisions of the agreement, or if the matter is not covered by the agreement, work shall be continued as directed by the employer.

Note: It is understood and agreed by the parties that all working rules which are to be recognized by the parties are to be incorporated into and made a part

of this agreement. It is also recognized that to accomplish the codification of all rules which are to go into the agreement prior to the resumption of work would needlessly extend the strike. It is agreed therefore that until such time as the contract can be completed as aforesaid, the above Section shall be construed as follows:

"Specific provisions of the agreement" shall include:

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

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

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

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

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

(c) Exceptions for Health and Safety

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

(d) Picket Lines

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

SECTION 10. No Discrimination

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

SECTION 11. Sling Load Limits

Loads for commodities covered herein handled by longshoremen shall be of such size as the Employer shall direct within the maximum limits hereinafter specified, and no employer shall direct and no longshoreman shall be required to handle loads in excess of those hereinafter stated. The following standard maximum sling loads are hereby adopted:

to sling load	
(1)—Canned Goods	
24-25 lbs. tall, 6-12" tall and 10-12" tall (including salmon)	35 cases
When loads are built of 3 tiers	
24-25 lbs. tall	60 cases
24-25 lbs. tall	70 cases
6-10" tall	40 cases
Miscellaneous cans & jars. Maximum 2100 lbs.	
(2)—Dried Fruits and Nuts (Gross Weight)	
24-25 lbs. tall	70 cases
35 to 38 lbs. tall	60 cases
40 to 50 lbs. tall	40 cases
24-25 lbs. tall	35 cases
40-45 lbs. tall	20 cases
(3)—Fresh Fruits—Standard Boxes	
Oranges—Standard	27 boxes
Oranges—Maximum	25 boxes
Apples and Pears	40 boxes
(4)—Miscellaneous Products	
Case Oil—2-5 gal. cans (hand hoisted to or from ship's tackle)	18 cases
Power hoisted to or from ship's tackle	24 cases
Cocunut	12 cases
Ten—Standard	12 cases
Ten—Small	12 cases
Copper slabs (large)	5 slabs
Copper slabs (small)	5 slabs
Copper (bars)	5 bars

to sling load	
COPPER (INGOTS), APPROXIMATE	
Cotton, under standard conditions	3 bales
Rubber (1 tier on sling), maximum	10 bales
Gunnies, large	2 bales
Gunnies, medium	2 bales
Gunnies, small	4 bales
Rags, large (about 500 lbs.)	2 bales
Rags, medium (300 to 500 lbs.)	3 bales
Rags, small (below 300 lbs.)	4 bales
Hemp, ordinary	3 bales
Julie (100 lbs. bales)	3 bales
Pulp, bales weighing 750 lbs. or more	3 bales
Pulp, bales weighing 340 lbs. or less	8 bales
Steel drums, containing Asphalt, Oil, etc., weighing 50 lbs. or less	4 drums
Steel drums, containing Asphalt, Oil, etc., weighing 50 lbs. or less (When using China Hook)	5 drums
Barrels, wood, heavy, containing wine, lard, etc., maximum of 1 tier, on board maximum of 1 tier	1 bbl.
Barrels, wood, heavy, containing wine, lard, etc., maximum of 1 tier, on board maximum of 1 tier (When using China Hook)	1 bbl.
Barrels, wood, containing dry milk sugar, etc.	6 bbls.
(Present port practice or gear in handling drums of asphalt or barrels shall not be changed in order to increase the load)	
Newspaper, rolls (when weight is 1800 lbs. or over)	2 rolls
Newspaper, rolls (when weight is 1800 lbs. or over)	1 roll
(5)—Sacks	
Flour—35 lbs.	15 sacks
Flour—38 lbs.	20 sacks
Flour—40 lbs.	40 sacks
Flour—45 lbs. (in balloon sling)	50 sacks
Cement	25 sacks
Wheat	15 sacks
Barley	15 sacks
Coffee—Power haul from and to ship's tackle	12 sacks
COPPER HAND FILLED FROM AND TO SHIP'S TACKLE (BAGS WEIGHING APPROXIMATELY 150 LBS.)	9 sacks
Coffee—Hand pulled from and to ship's tackle (bags weighing 150 lbs. or over)	8 sacks
Other sacks—maximum	200 lbs.
(6)—When flat trucks are pulled by hand between ship's tackle and place of rest on dock, load not to exceed 1100 lbs.	
(7)—Number of loaded trailers (if wheeled) to be hauled by dolly as follows: Within the limits of the ordinary berthing space of the vessel	2 trailers
Long hauls to bulk head warehouses or to adjoining docks or berths	3 trailers
Extra long haul to separate docks or across street—4 trailers, providing that four (4) trailers shall be used only where it is now the port practice.	
(8)—When cargo is transported to or from the point of storage by power equipment, the following loads shall apply:	
45-50" tall	60
24-25" tall	60
24-25" tall	60
24-25" tall	60
6-10" tall	40
6-12" tall	50

The packages described in the foregoing schedule for maximum load limits are for the standard sizes by weight and measurement usually moving. If any commodities named are found to be moving of a size as to weight and measurement different from that which heretofore moved, the maximum load limit will be moved accordingly for any such commodity, by mutual agreement, from time to time as required.

It is agreed that the Employers will not use the maximum loads herein set forth as a subterfuge to establish unreasonable speed-ups; nor will the ILWU resort to subterfuge to curtail production.

SECTION 12. Labor Saving Devices and Methods

There shall be no interference by the Union with the employer right to operate efficiently and to change methods of work, utilizing labor saving devices and directing the work through employer representatives while explicitly observing the provisions and conditions of the agreement protecting the safety and welfare of the employees.

In order to avoid disputes, the Employer shall make every effort to discuss with the Union in advance the introduction of any major change in operations. If at any time the Union shall notify the Employers that it contends that earnings of Registered Longshoremen and their employment have suffered materially from the introduction and use of labor saving devices and methods in addition to those already used and practiced in the past, then it is agreed that proposals relative to the conditions under which labor saving devices and practices shall be continued will be a proper and appropriate subject for negotiation and, if the parties cannot agree, for arbitration before the Coast Arbitrator; upon the establishment that there is reasonable compliance with this Agreement and that the following conditions then exist:

(1) That the use of labor saving devices has been materially increased be-

TABLE OF LONGSHORE STRAIGHT TIME, OVERTIME AND PENALTY HOUR WAGE RATES FOR WORKING GENERAL AND PENALTY CARGOES—PACIFIC COAST

The table below shows wage rates payable under various conditions of straight time, overtime and time and one-half of overtime, and when working the various penalty cargoes. (See Section 5 (a) of the agreement for a listing of the conditions under which the overtime rate and time and one-half the overtime rate are payable.)

The rates shown under the heading "Schedule A. No Skill Differential" are the rates applying to all men who receive no skill differential.

The rates shown under the heading "Schedule B. 10c Skill Differential" are the rates applying to those skilled gang members and gang bosses who receive a 10c per hour straight time differential. (See Section 5 (b) of the agreement for a listing of these men in each port area.)

The rates applicable to skilled men who receive skill differentials of 15c, 20c, 25c and 35c (see Section 5 (b) for a list of these men) are not shown in the table. Their rates may be easily figured as follows: Add the following amounts to the amounts shown in "Schedule A. No Skill Differential."

	I	II	III
	S.T.	O.T.	1 1/2 x O.T.
For men with 10c skill differential	15	25	37.50
For men with 20c skill differential	20	30	45
For men with 25c skill differential	25	35	52.50
For men with 35c skill differential	35	45	67.50

The rates shown in the table below are payable to gang members, including dockmen, except as noted.

Penalty Commodities and Conditions of Work	Schedule A No Skill Differential			Schedule B 10c Skill Differential		
	I	II	III	I	II	III
			1 1/2 x			1 1/2 x

BULK CARGOES (except as may be specified elsewhere):

Shovelings: all commodities except on commodities earning higher rate	2.02	3.03	4.545	2.12	3.18	4.77
(Grain to Hogdinner only)	2.12	3.18	4.77	2.12	3.18	4.77
Sulphur, sulphur and crude untreated polish	2.27	3.405	5.1075	2.37	3.555	5.3325
Bones, untreated or offensive	2.62	3.93	5.895	2.72	4.08	6.12
Phosphate rock	2.12	3.18	4.77	2.22	3.33	5.00

When handled in lots of 25 tons or more (see alphabetical listing below):

LEAKING OR SIFTING CARGOES (because of damage or faulty containers):	1.92	2.88	4.32	2.02	3.03	4.545
Aniline dye, fish oil, whale oil and Oriental oils in drums, barrels or cases; lamp black	1.92	2.88	4.32	2.02	3.03	4.545

CRATED PRODUCTS OUT OF WATER (to hold drums and boom men only):

Food men	2.02	3.03	4.545	2.12	3.18	4.77
Food men	2.02	3.03	4.545	2.12	3.18	4.77

*And side runner, only when used.

WORKING IN CRAMPED SPACE (to hold men only): All paper and pulp in packages weighing 500 lbs. or over per package, only when winging up, and when stowing in forepeaks, after peaks and special compartments other than regular cargo spaces. (This does not apply to rolls.)

1.92	2.88	4.32	1.92	2.88	4.32
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Loading cargo in hold on top of bulk grain, or covering logs or piling with lumber products when there is less than 5 ft. of head room.

1.92	2.88	4.32	1.92	2.88	4.32
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To side runners, when used

2.87	4.005	6.0075	2.77	4.165	6.2475
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DAMAGED CARGO

EXPLOSIVES—When working Class A explosives as defined by Interstate Commerce Commission regulations. (Tonnage Manual—All men working ship and barge)

3.64	5.46	8.19	3.74	5.61	8.415
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FIRE: For gang working hatch when fire is burning

3.02	4.53	6.795	3.12	4.68	7.02
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CALCULATION OF SKILL DIFFERENTIALS IN CERTAIN SPECIAL INSTANCES. There are several exceptions to the above procedure for computing rates for men entitled to skill differentials of 10c and above. These skill rates in the case of stowing bulk grain, or in the case of handling, crated products out of water, or in the case of working in cramped quarters, the skilled gang members receive only their skill differential and no cargo penalty.

When working Class A explosives as defined by Interstate Commerce Commission regulations. (Tonnage Manual—All men working ship and barge)

3.64	5.46	8.19	3.74	5.61	8.415
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When working Class A explosives as defined by Interstate Commerce Commission regulations. (Tonnage Manual—All men working ship and barge)

3.64	5.46	8.19	3.74	5.61	8.415
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When working Class A explosives as defined by Interstate Commerce Commission regulations. (Tonnage Manual—All men working ship and barge)

3.64	5.46	8.19	3.74	5.61	8.415
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When working Class A explosives as defined by Interstate Commerce Commission regulations. (Tonnage Manual—All men working ship and barge)

3.64	5.46	8.19	3.74	5.61	8.415
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When working Class A explosives as defined by Interstate Commerce Commission regulations. (Tonnage Manual—All men working ship and barge)

3.64	5.46	8.19	3.74	5.61	8.415
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CONTRACT - - Continued

committees will be to obtain the interest of the men in accident prevention by making them realize that they have a part in the program, to direct their attention to the real causes of accidents and provide a means for making practical use of the intimate knowledge of working conditions and practices of the men on the job. It is further intended that this program will produce mutually practical and effective recommendations regarding corrections of accident producing circumstances and conditions.

SECTION 14. Grievance Machinery

(a) Procedure for handling grievances and disputes

Grievances arising on the job shall be processed in the following manner:

(1) The gang steward and his immediate supervisor, where the grievance is confined to one gang, or any one steward who is a working member of an affected gang where the grievance involves more than one gang or a dock operation, shall take the grievance to the walking boss, or ship or dock foreman in immediate charge of the operation.

(2) If the grievance is not settled as provided in the foregoing paragraph, it shall be referred for determination to an official designated by the Union and to a representative designated by the Employer.

(3) If the grievance is not settled in steps (1) and (2) above, it shall be referred to the Port Labor Relations Committee.

(4) The Port Labor Relations Committee shall have the power and duty to investigate and adjudicate all disputes arising under this agreement, including grievances referred to it under paragraph (3) above. In the event that the employer and union members of any Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the appropriate Area Labor Relations Committee for decision. In the event that the employer and union members of any Area Labor Relations Committee fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the Area Arbitrator for hearing and decision, and the decision of the Area Arbitrator shall be final and conclusive except as otherwise provided in the next paragraph.

(5) Any decision of a Port or Area Labor Relations Committee or of an Area Arbitrator claimed by either party to conflict with this agreement shall immediately be referred at the request of such party to the Coast Labor Relations Committee, and, if the Coast Labor Relations Committee cannot agree, to the Coast Arbitrator, for review. The Coast Labor Relations Committee, and if it cannot agree, the Coast Arbitrator shall have the power and duty to set aside any such decision found to conflict with this agreement and to finally and conclusively determine the dispute; provided, however, that neither the Coast Labor Relations Committee nor the Coast Arbitrator shall have any power to review decisions relative to the methods of maintaining registration lists, or the operation of hiring halls, or the interpretation of port working and dispatching rules, or the interpretation or enforcement of contract provisions relative to continuance of work pending determination of disputes, or discharges, or pay (including travel pay and penalty rates), or the interpretation or enforcement of singlegang limits. It shall be the duty of the moving party in any case brought before the Coast Arbitrator under the provisions of this paragraph to make a prima facie showing that the decision in question conflicts with this agreement, and the Coast Arbitrator shall pass upon any objection to the sufficiency of such showing before ruling on the merits.

(6) All meetings of the Coast Labor Relations Committee and all arbitration proceedings before the Coast Arbitrator shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing.

(b) Business Agents
To aid in prompt settlement of grievances and to observe contract performance,

it is agreed that union Business Agents as union representatives shall have access to ships and wharves of the employers to facilitate the work of the business agent, and in order that the employer may cooperate with the Business Agent in the settlement of disputes the Business Agent shall notify the representative designated by the employer before going on the job.

(c) Labor Relations Committees

(1) The parties shall immediately establish, and shall maintain during the life of this agreement, a Port Labor Relations Committee for each port affected by this agreement, an Area Labor Relations Committee for each of the four port areas (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington), and a Coast Labor Relations Committee at San Francisco, California, each of said labor relations committees to be comprised of three representatives designated by the Union and three representatives designated by the Employers. By mutual consent any labor relations committee may change the number of representatives of the respective parties.

(2) Subject to provisions of Section 14(a) the duties of the Port Labor Relations Committee shall be:

A. To maintain and operate the hiring hall.

B. To have control of the registration lists of the port, as specified in Section 7(c).

C. To decide questions regarding rotation of gangs and extra men.

D. To investigate and adjudicate all grievances and disputes according to the procedure outlined in Section 14(a).

(d) Arbitrators and Awards

(1) The parties shall immediately select an arbitrator for each of the said four port areas and a Coast Arbitrator. If the parties fail to agree upon an Area Arbitrator or upon the Coast Arbitrator, he shall be appointed at the request of either party by the United States Secretary of Labor. The several arbitrators shall hold office during the life of this agreement. If any arbitrator shall at any time be unable or refuse or fail to act or shall resign, the same procedure shall govern for the selection of his successor or substitute.

(2) Powers of arbitrators shall be limited strictly to the application and interpretation of the agreement as written. Subject to the limitations contained in Section 14(a)(5) limiting the types of cases subject to review by the Coast Arbitrator, the arbitrators shall have jurisdiction to decide any and all disputes arising under the agreement.

Arbitrators' decisions must be based upon the showing of facts and their application under the specific provisions of the written agreement and be expressly confined to, and extend only to, the particular issue in dispute. The arbitrators shall have power to pass upon any and all objections to their jurisdiction. If an arbitrator holds that a particular dispute does not arise under the agreement, then such dispute shall be subject to arbitration only by mutual consent.

(3) Upon completion of the codification of working rules and incorporation into the agreement by the parties of all applicable arbitration awards not superseded by the agreement, the arbitrators shall not consider any award or ruling in passing upon disputes arising under the agreement.

In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for further service under the agreement.

All decisions of the Coast Arbitrator and of any Area Arbitrator (except as provided in Section 14(a)(5)), shall be final and binding upon all parties. Decisions shall be in duplicate and shall be in writing signed by the Arbitrator and delivered to the respective parties.

(4) All expense of the several arbitrators, and their respective compensations or salaries, shall be borne equally by the parties. The several labor relations committees and arbitrators shall at all times be available for the performance of their respective functions and duties under the provisions of this agreement.

(e) Discharges

(1) The Employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this agreement.

(2) Such longshoreman shall not be dispatched to such Employer until his case shall have been heard and disposed of before the Port Labor Relations Committee, and no other Employer shall refuse employment to such longshoreman on the basis of such discharge.

(3) If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 14; provided, however, that no grievance relating to discharge shall be processed beyond the Area Arbitrator.

(4) The hearing and investigation of grievances relating to discharges shall be given precedence over all other business before the Port and Area Labor Relations Committees and before the Area Arbitrator. In case of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time.

(f) Penalties for Work Stoppages, Pilferage, Drunkenness and Other Offenses

All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their Employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. Any Employer may file with the Union a complaint against any member of the Union and the Union shall act thereon and notify the Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint.

If within thirty (30) days thereafter the Employers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following independent procedure may be followed:

The Port Labor Relations Committee shall have the power and duty to impose penalties on longshoremen who will be found guilty of stoppages of work, refusal to work cargo in accordance with the provisions of this agreement, or shall leave the job before relief is provided, or who shall be found guilty of pilfering or broaching cargo, or be found guilty of drunkenness, or shall in any other manner violate the provisions of this agreement or any award or decision of an Arbitrator.

The penalties for pilferage, drunkenness and smoking in prohibited areas shall be as follows:

For pilferage, first offense: Minimum penalty, six months' suspension. Maximum penalty, discretionary.

For pilferage, second offense: Mandatory cancellation from registration list.

For drunkenness and for smoking in prohibited areas: First offense, suspension for 15 days; second offense, suspension for 30 days; succeeding offenses, minimum penalty, 60 days' suspension, maximum penalty, discretionary.

Provided however that in the case of a first pilferage offense if the accused longshoreman is sentenced to jail then such jail sentence shall take the place of suspension under this agreement.

(g) Other Means of Settling Grievances

Nothing in this section shall prevent the parties from mutually agreeing upon other means of deciding matters upon which there has been disagreement.

SECTION 15. Wage Review

(a) Basic straight and overtime rates shall be subject to review on September 30, 1949 and September 30, 1950 at the request of either party. The party desiring wage review shall give notice of such desire not less than thirty days prior to the review date. If no agreement is reached through negotiation in fifteen (15) days, the issue shall be referred to the Coast Arbitrator, the award to be rendered by the review date and become effective 12:01 a.m. of the review date.

(b) The subject of welfare and pension plans for longshoremen may be a matter of negotiations in any wage review, but is not subject to arbitration or strike

under the wage review provision of the agreement.

SECTION 16. Modification

The parties realize that from time to time after agreements similar in part to this agreement have been executed, one party thereto will contend that the other party has at some time during the term of agreement orally agreed to amend, modify, change, alter or waive one or more provisions of the agreement, or, that by the action or inaction of such other party, the agreement has been amended, modified, changed or altered in some respect. With this realization in mind and in order to prevent such contention being made by either party hereto, insofar as this agreement is concerned, the parties have agreed and do hereby agree that no provision or term of this agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

SECTION 17. Certification

This agreement is made subject to obtaining the certification required by Section 7(b) (1) of the Fair Labor Standards Act and shall be without force or effect until and unless such certification is obtained.

ADDENDUM TO COAST LONGSHORE AGREEMENT

If registration, hiring, dispatching or preference provisions of this agreement are suspended in any way as a result of legal action or injunction proceedings, then such provisions shall be opened for negotiations for substitute provisions complying with the law, and the substitute provision hereinafter set forth shall apply for the period of negotiations:

(a) Working preference to registered men.

(b) In making additions to the registered list preference shall be given to men with previous registration in the industry and who were not dropped from the list for cause.

(c) In reducing the number of men registered in keeping with the requirements of the industry men last registered shall be the first removed.

(d) Non-union men being dispatched through the hiring hall shall pay to the union an equal share of the cost of maintenance of the hiring hall and the procurement, administration, and enforcement of the contract which sum shall not exceed that being then currently paid by members of the union in the form of dues and general assessments. Such non-union men shall be liable for said amounts only prospectively from and after the date this provision becomes effective, and only while such provision is effective.

Negotiations shall be carried on for a period of 120 days or until agreement is reached whichever is sooner. If agreement is not reached by the end of the 120 day period the above substitute provisions shall continue in effect.

In the event that any outside authority acts to nullify in whole or in part the above substitute provisions if invoked or any substitute provisions which may have been agreed to in negotiations the parties agree to resist such action. If nevertheless the provisions are nullified in whole or in part there shall be further negotiations for a period of not less than 120 days in an effort to agree upon new substitute provisions which comply with the law. In the event no agreement is reached within the 120 day period or in the event any agreement which may be reached is nullified in whole or in part either party hereto may cancel this agreement upon 5 days' written notice.

(e) In the event the above substitute provisions are invoked as herein provided the first two paragraphs of subsection (f) of Section 14 of the agreement may be renegotiated and the third paragraph thereof shall be amended by adding thereto the following:

"It is also understood that either party may cite before the Labor Relations Committee any union or non-union longshoreman whose conduct on the job or in the hiring hall causes disruption of normal harmony in the relationship of the parties hereto and by action of the joint committee longshoremen found guilty of such conduct may be suspended or dropped from the registration list. The standards of conduct imposed hereunder shall be the same for all longshoremen."

Why So Many Gangsters on N. Y. Piers?

NEW YORK—District Attorney Frank S. Hogan called the East Coast "Shape-up" system for longshoremen "responsible for kickbacks, loan-sharking, and a large percentage of other crimes on the waterfront."

New York's prosecuting attorney made this charge December 8 in the course of an investigation his office is conducting on crimes on New York docks. It started following the murder of Thomas Collettine, a hiring stevedore, on last April 29.

Hogan described his task first, to probe actual crimes, a job for his office and the New York Police Department; and, second, to investigate what the city, as the owner of many of the piers, should do to "eliminate economic and social evils which have been growing up on the piers for the last 30 years."

FREEZE OUT HONESTY

The prosecutor wants to know, for example, "why are so many known ex-convicts and gangsters employed on the piers? Why are they given positions of union leadership?"

What Hogan failed to take notice of, rank-and-file I.L.A.'ers charge is that the shape-up is used to freeze out honest union members from jobs.

They fear, however, the vicious system will not be done away with until the rank-and-file of the International Longshoremen's Association wins control of their union and set up democratic hiring halls.

BUILT ON SHAPE-UP

During the recent dock strike on the East Coast Attorney Paul O'Dwyer, representing the rank and file I.L.A., told local I.L.A. meetings of seeing racketeers pick the men to be hired in the days he was a working longshoreman.

King Joe Ryan, president-for-life of the I.L.A., gave lip service to rank-and-file demands by demanding one shape-up a day in negotiations but dropped it in the strike settlement. His machine is built on the shape-up. His supporters get preference in hiring and as long as this is so there can be no true non-discriminatory hiring system on the East Coast.



Eskimo Maid Alaska Quinna rates the questionable honor of being the first Eskimo girl to go to Hollywood to act in motion pictures.

The Parable of the Three Witnesses

BY THE CIVIL RIGHTS CONGRESS OF SAN FRANCISCO.

The witchhunters and witchburners are operating in this country today much as they did in Massachusetts in 1690. Their names are Thomas Committee, Hartley-Kirsten Committee, Tenney Committee, Canwell Committee.

For many years the modern witchhunters have been attacking, harassing, slandering and jailing anyone who makes a consistent fight for social progress. The list of those attacked reads like an honor roll of American progressives, with President Franklin Delano Roosevelt heading the list.

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

First Witness

"No. I am not a member of the Communist Party," the First Witness answered. He wasn't a Communist. He had answered the question. He thought that should finish it. But no, now he was in real trouble.

The Committee brought on its high-paid perjurers (at "walk-in" rates, \$50 a day; what the movies pay an extra who "walks in," says a line and exits.) The "walk-in" line was, "he is a Communist." No cross-examination—there never is before today's witchhunters... no one to ask the "walk-in" how he knows what he claims he knows, where or when the alleged events took place, what he is being paid for his testimony, or how many years of his life he has spent in jail. No, the testimony of the "walk-in" was entered in the record as fact, and that was that.

Committee Proves So-and-So Red Agent!

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

This is exactly what happened to John Caughlin, Seattle attorney, who had been fighting and exposing the State of Washington's notorious Canwell Committee. Caughlin denied he was a Communist. The Committee trotted out its stable of professional smear-artists and forced Caughlin's indictment. Fortunately, the jury recognized what kind of persons had testified against Caughlin and acquitted him.

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

MISTAKE IS CLEAR

Bridges was cleared in several investigations by the Labor Department. Were the witchhunters satisfied? No. When he was arrested for deportation and answered that he was not a Communist, were the witchhunters ready to quit? No. When every shred of evidence against him was thrown out by Dean Landis, Dean of Harvard Law School, were the witchhunters ready to stop? No. When Judge Tom Foley granted him his citizenship were the witchhunters at the end of the line? No. The government now threatens a third deportation case—and employers continue to call him a Communist.

It is clear that the First Wit-

ness had made a mistake. He had thought that the Committee was really interested in the facts; that it had come to the hearing with an open mind. He was wrong. The Committee got all the "facts" it wanted from its professional stoogeperjurers. It did not question the story of its paid perjurers that most of the leaders of progressive organizations are Communists, and that these organizations are dominated by the Communist Party, and run in the interest of Soviet Russia.

BACK STOOLIES

First Witness had not understood that the Committee dares not admit that its professional stoogeperjurers lie. This is true for a number of reasons. First, these paid witnesses never give any proof—their stories are based only on their unsupported word. Second, one stoogeperjurer may name a hundred people as Communists. If he lied in the case of one, it is reasonable to believe that he lied about the others too. Third, the character of these paid perjurers is such (labor spying, jewel robbery, embezzling of union funds) that the Committee dares not let the facts be decided upon the basis of the integrity of the witness.

Consequently if the stoogeperjurer calls a witness a Communist, but the witness denies it, the Committee always backs up the stoogeperjurer and the witness has to face a perjury prosecution.

Second Witness

"Yes, I am a member of the Communist Party," answered the Second Witness, who was a member of the Communist Party. "Pretty lucky for me that I am a Communist," he thought, thinking of the First Witness who was not a member of the Communist Party and got into so much trouble.

"Now," said he to himself, "My troubles are over. I have answered the questions truthfully. I cannot be indicted for perjury. I am a member of a legitimate political party, and that's that."

Then came the rude awakening. Next question from the witchhunters, "Who else is a member?" Following that, "What organization do you have members in? Who are your members in the Third Party... in the Blank Union? Do you know or associate with any State or Federal employee?"

A SIMPLE CHOICE

A simple choice: become a stoogeperjurer (what the Irish people call an "informer") or go to jail. Suppose he didn't know the answers to the questions and answered, "I don't know?" Would that save him? It didn't save Morris U. Schappes, instructor at City College, New York. Schappes admitted he was a Communist. He said he was unable to name other Communists. He was followed to the stand by a stoogeperjurer who said Schappes could do so. So, Schappes was convicted of perjury.

When Second Witness realized that his choice was to answer and become a stoogeperjurer, or not answer and face contempt charges he thought, "Perhaps I should have refused to answer the first question and stood on my constitutional right not to disclose my political opinions." But it was too late.

So-and-So Admits He's a Red!

He lost his job. His relatives and friends working for the federal government lost their jobs too. Anatole France's famous statement (slightly changed) came true: "In this free country

where all are equal, Communists as well as Republicans must be prepared to starve for their political beliefs."

And that wasn't all. Second Witness belonged to a union and other organizations, so the spotlight of the witchhunters was turned on them. (So "powerful" and "dangerous" is a single lone Communist that his mere presence "taints" the whole organization). So officers of the organization were summoned by the Committee and given this ultimatum: Kick out this Red. Swear by everything holy that it will be as difficult for a Communist to get into your organization as for a rich man to get into heaven. If you don't, it is obvious that you are Reds, too!

TROUBLES OVER?

Were Second Witness's troubles over? Not by a long shot. He found himself indicted under the federal Smith Act, just like the twelve Communist leaders who are going to trial in New York. It is true that the United States Supreme Court, in the Schneiderman decision, said it is perfectly legal to be a Communist. But the Attorney General has different ideas and it happens that he has the power to bring a criminal prosecution.

Third Witness

"I refuse to answer the question," said the Third Witness. "Why that's disloyal, illegal and disrupts our plans," shouted the committee chairman, pounding his gavel.

Third Witness had more to say. Said he to the Committee, "You're not going to make a clay pigeon out of me as you did with First Witness and Second Witness. If I answer your question 'Yes' you will try to make a stoogeperjurer out of me. Whether my answer is 'Yes' or 'No' you will make me lose my job, my family will be persecuted, organizations to which I belong will be attacked. I will certainly be prosecuted for perjury and perhaps also for violation of the Smith Act."

"If there is to be a clay pigeon, I'd prefer it to be you committee. The reason I am willing to fight against you is that I know that it is not just me you are after. If I give in to your methods and carry out your plans, you will use them against more and more of your enemies—the militant unions that fight for higher wages, all those who oppose fascism, and anyone who works for lower prices, better housing, Negro rights and peace."

STRATEGY CLEAR

"Is there any doubt that if your Committee can ask me whether I am a Communist, Republican or Democrat and get away with it, you can ask the next witness whether he is a Catholic, or whether he belongs to a union."

"It is no accident that the Ten Hollywood Writers who were asked whether they were Communists were also asked whether they belonged to the union of their trade."

"Your strategy is now all too clear. You hope to use your charges, your threats and your indirect control over a man's job to frighten and scare many people so they won't fight for the things they believe in."

"What you did to First and Second Witnesses shows that I could never satisfy you, no matter how many or what questions I answered. You will prosecute me no matter what I do. So I choose to make a principled fight against you, for what the American people voted—the abolition of your Committee."

Lester Cole Wins Over Un-Americans

LOS ANGELES—The House Un-American Committee took a well-deserved shelling from a jury of its peers here December 17 when a Federal Court decided that Lester Cole must be restored to his job at Metro-Goldwyn-Mayer studios.

Cole was suspended by the film company after his appearance before the witchhunters in Washington for his refusal to answer questions which he regarded as infringement upon his constitutional rights. He and nine other witnesses before the Un-American committee were held in contempt of Congress for their refusal to buckle under to J. Parnell Thomas' intimidation.

Cole, whose case is regarded as precedent-setting for the other Hollywood writers and directors who were blacklisted under orders from Eric Johnson, czar of the producers association, sued MGM for \$71,550 in back salary as well as reinstatement to his job.

The jury trial was held in Federal Judge Leon R. Yankwich's court here.

QUESTIONS OF FACT

Yankwich told the jury that it must answer yes or no on four questions of fact. These were:

1. Did Cole's action before the Un-American committee "bring himself or tend to bring himself into public hatred, contempt, scorn or ridicule?"
2. Did Cole by his conduct before the committee tend to shock, insult or offend the community?
3. Did Cole, by his statements and conduct, prejudice MGM or the motion picture industry generally?
4. Did MGM by its conduct toward Cole after the Washington hearing waive the right to suspend him?

On the first three questions the jury replied the answer was no; in the last it held that MGM waived its right to suspend Cole.

Bender Says U.S. Failing in Greece

WASHINGTON (FP) — President Truman's report to Congress on the progress of aid to Greece and Turkey proves we are failing in Greece despite the millions we have spent, Representative George Bender (R., O.) declared December 10.

"The only kind of a government the U. S. should aid in Greece," Bender continued, "would be a genuinely democratic government which had the support of a majority of the people. The corrupt Greek monarchy is not such a government."

Bender cautioned that the U. S. should remember this in thinking about more aid to China, which he described as another "such government as Greece."

Rania Re-elected Local 142 Head

HONOLULU, T. H. — Antonio Rania has been reelected president of United Sugar Workers ILWU Local 142 in balloting completed last month. Constantine Samson and Saburo Fujisaki were returned as first vice-president and secretary-treasurer respectively.

For trustee-at-large there will be a runoff between Yasuki Arakaki and Saturnino Racelo.

George Martin will be division vice-president for the island of Hawaii, Thomas Yagi for Maui, Justo Dela Cruz for Oahu, and Robert Kunimura for Kauai.

Is able to find housing for only 80.

DOCKS & TERMINALS



Hiring Hall Rush

of the return to work.

A part of the rush of longshoremen who reported to the San Francisco hiring hall of Local 10 the morning of December 6, first day

Army Finks

ILWU officials in San Francisco and Washington, D. C. have been seeking to get the Army to return to its prestrike policy of hiring longshoremen through the union and stop using civilian finks recruited during the strike.

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

Tobin promised the union that he would take up the matter with Secretary of War Kenneth Royall. Glazier had already taken the matter up with all government officials dealing in labor relations.

ILWU officials urged that all ports bring the matter of Army finks to the attention of Governors of states where the union has membership and before U. S. Congressmen in order to bring the utmost pressure on Army and Navy brass to bring about a revision of the union busting program.

Juneau Spruce

After eight months of picketing by Local 16, the Juneau Spruce Corporation in Juneau, Alaska, has been unable to dispose of any of its scab-produced lumber.

Local 16 started picketing when

members of the International Woodworkers of America at the company's instigation attempted to perform dockwork that had been done by the longshoremen for years.

Juneau Spruce has run scabs through the picket lines, and filed three unfair labor practice charges against the ILWU, one dismissed by the Nineteenth Regional NLRB and two now pending before the National Board.

The company has also filed suit against the union for \$193,000 damages under Taft-Hartley and \$10,000 attorneys' fees.

The picket line remains solid. One member said last week, "We'll maintain the picket line for 20 years if necessary."

Marine Warehouses

Alaska marine warehousemen have opened their coastwide

Alaska Came Through Strike Without Losses

JUNEAU, Alaska — Alaska did not suffer any serious consequences during the recent maritime strike, according to the ILWU international representative, Verne Albright.

Though admitting that there was some curtailment in such activities as construction and related industries, he said in a report December 10, business generally was close to normal. Some extremely anti-union Alaska businessmen, Albright added, made use of the strike as a pretext to boost prices to consumers and thereby may have affected the volume of buying to some extent.

A number of small vessels whose owners or operators cleared with the maritime unions on strike, operated from Seattle and Prince Rupert to southeastern Alaska ports and a barge line carried goods from Seattle to the westward ports of Alaska, such as Seward.

NO LACK OF FOOD

Airlines serving Alaska normally carried a considerable quantity of materials although the amount was limited by the high cost of such traffic. These facilities, the ILWU representative said, eliminated any possibility of any community in the Territory lacking necessary food, clothing or other materials.

Pacific Coast and Alaska longshoremen were on the receiving end of far less criticism from the public and press in Alaska than in any other general tie-up in the past. This was due, Albright felt, to the fact that an Alaska longshore agreement was reached before the strike and the offer of Seattle longshoremen to work all

agreement with the Alaska fish exchanges for wage increases and improved working conditions. Negotiations will take place in Sitka with the reorganized Cordova Local 66 joining Ketchikan Local 61, Juneau Local 41, Sitka Local 86, Petersburg Local 85, Pelican City Local 83, and Wrangell Local 87 for the first time.

Alaska cargoes on a retroactive basis. The shipowners, however, refused to accept their vessels even under these terms, assuming an "Alaska be damned" attitude, the ILWU official said.

WIDE PUBLICITY

The position of the ILWU and other striking maritime unions was given wide publicity in press releases by Governor Gruening, Commissioner of Labor Henry Benson, Attorney General Ralph Rivers and other Territorial officials.

Albright took note of some adverse publicity directed against the maritime unions, principally carried on by the Fairbanks, Anchorage, Juneau and Ketchikan Chambers of Commerce. This drive was spearheaded by corporation lawyers within these organizations abetted by the editor of the Alaska Sportsman; but Albright felt that these attempts to bait the unions did not prove very effective.

Local 10 Elects Kearney, Bell

SAN FRANCISCO — James Kearney and Walter Bell were elected president and vice-president respectively of Local 10 in the primaries held here December 9, 10, 11 and 13.

Reino Erkkila was picked as recording secretary over Dan Persliss. Both Kearney and Erkkila were incumbents.

There will be a runoff for secretary-treasurer between A. C. Anderson and George Cahill. In addition runoffs will be necessary to choose the two business agents and the six dispatchers. The winner in the contests for janitor and sergeant at arms in the hiring hall will also not be decided until the final elections.

Mental hospitals throughout the country are overcrowded by 16.3 per cent of their capacity, the U. S. Public Health Service reports.

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

SAN FRANCISCO — A lively summary of the events of the recent Pacific Coast maritime strike won by the ILWU, the Marine Firemen and the Marine Cooks and Stewards Union was published December 16 by the Joint Action Committee of the Port of San Francisco.

This JAC group was headed by Ray Irvine, of ILWU Local 10. Joe Johnson, of the MCS, was the secretary of the committee. Subcommittees functioned in each of the following activities: Steering, publicity, speakers, welfare, soup kitchen, entertainment clearance, picketing and ways and means.

The work of all of these groups was briefly and eloquently described in the JAC leaflet.

ISSUES AND TERMS

In addition to giving a resume of the negotiations prior to the strike the JAC booklet outlined the way the strike was forced upon the unions by the shipowners. Major issues involved in the walkout and the terms of the settlement are included in the report.

The JAC was set up prior to the maritime strike of September 2 to coordinate the efforts of the unions to obtain improved conditions and wage increases and to combat the efforts of the shipowners to use the Taft-Hartley Law to destroy the marine unions.

Delegates from ILWU longshoremen, shipclerks, scalers, watchmen, MCS, Marine Radio of-

ficers and the National Maritime Union participated in the committee's meetings. NMU withdrew when it signed a contract before the strike started. The Marine Firemen, an independent union, never was a part of the San Francisco JAC.

BIG JOB DONE

Specific purposes of the JAC were to organize support for the striking unions from amongst other unions and from the public; to tell the real story of the strike to people and answer the shipowners' slanderous statements against the unions. At the same time the committee provided an overall welfare set-up which would see to it that union members and their families were fed. Finally, the JAC supervised the issuance of passes and clearances through picket lines.

Maritime workers did not want to go on strike. They were forced to do so by the stalling and union-busting tactics of the shipowners. The three-months strike was used by the shipowners in an effort to destroy the unions. Their NAM program was defeated and they were forced to resume negotiations.

However, as the JAC leaflet pointed out:

"The shipowners who tried to starve out the maritime workers and their families have not suddenly changed. Therefore, the only guarantee of receiving maximum benefits from the contracts we won is to continue the same

unity and determination displayed during the strike.

"JOIN OUR STRENGTH"

"The future welfare of our unions also requires that we join our strength with all labor to repeat the Taft-Hartley law, fight for civil rights of the Negro people and all minority groups, for decent housing and lower prices, and for peace."

Chairman Ed Edises, a member of Local 34, supervised the preparation of all leaflets, mimeographed flyers, and the JAC Bulletin issued three times a week.

The colossal job of handing out 800,000 pieces of literature was done by the leaflet distribution committee whose active members were George Woolf and Fred Smith, both Local 10 and John Mullen, of the MCS. Sound truck operations and demonstrations before the Waterfront Employers' Association offices and against the Kersten House labor subcommittee to smear unions, were also directed by the Publicity Committee.

FAMILIES HELPED

Equally vital to the success of the strike was the work carried on by the Welfare Committee, under the chairmanship of George Parent, of the MCS. Members of the ILWU Watchmen, Local 75, though not on strike, donated their services to guard the commissary at night, just another demonstration of the solidarity which prevailed throughout the strike.

John Maduro, of Local 10, headed the food soliciting organization, and an efficient group it turned out to be. Members of the committee when they finished their day's chores at the office carried receipt books with them to collect donations even when they went out at night or to church on Sundays.

The JAC leaflet recounts the reaction of the wife of one of the soliciting committee's members. She complained at the idea of soliciting food, in her community. Said she to her husband: "You are a working man, not a beggar." Showing her how important the fight to preserve his union is to the protection of his family, the brother convinced his wife and his squad became the best one in operation.

68,750 MEALS

Yeoman service was contributed by Joe Amey, Local 10, and Bob McCartney, MCS, on the Speakers Bureau. Striking rank-and-filers from the group spoke at some 150 meetings and raised at least \$11,000 in donations of food and money.

James Brown, of the MCS, was in charge of the soup kitchen which served six to seven hundred men a day, at an average cost per meal of 39 to 45 cents. All told, some 68,750 meals were served during the strike.

Relief, housing and medical care were arranged for by a committee headed by Bill Davis, Local 34, and John Lindberg of the San Francisco CIO Council.

Entertainment was provided by the California Labor School, under the direction of Leo Christiansen, of the Peoples' Songs chorus.

EAST BAY SETUP

The clearance committee was chaired by Captain C. F. Huston, Local 34, assisted by John Reshetoff, Local 10, and picketing committee duties were carried out under the supervision of Brad Lee, Local 10, Al Arishin and Mike Quameri, Local 34.

The watchdog role was performed by a ways and means committee headed by Ed Reite, Local 10, and George Cahill, also of Local 10. They had to budget and allocate funds which were donated to the strike. Theirs was the job of seeing that there was money enough to take care of essential needs of all strikers.

Women's Joint Action supplemented the work of the JAC. Geraldine Wiley, Dorothy Draskovich, Jane Remmers and Fay Irvine put in countless hours in leaflet distribution and carrying the strikers' message to housewives and the community.

The East Bay had a sub-strike committee composed of longshoremen, shipclerks and MCS members who live in Oakland. They had their own soup kitchen, coffee, wagons and a joint hall for dispatching of pickets. Cy Kalen, MCS; Lincoln Fitzell, Local 34; A. C. Anderson, Local 10, and Charles Drassin, Local 34, played leading roles in the activities of this committee.

Marshall Plan Press Agents Rage At ILWU's European Delegation

(From the ILWU Washington Bureau)

WASHINGTON, D. C.—A high Marshall Plan official in Italy recently admitted in published accounts that even with ERP (Marshall Plan) aid Italy cannot complete its economic recovery in the allotted four years of the program.

This admission was made in the New York Herald Tribune October 29, 1948, by Roberto Tremelloni, Italian director of ERP activities.

In its issue of November Transatlantic, organ of the Office of Labor Advisors of the Marshall Plan, the clippingsheet attacked an interview given in Europe by members of the ILWU rank-and-file delegation which toured Europe last summer to study labor and economic conditions.

FACTS AND FANCIES

This house organ of the Marshall Plan is run by phoney labor leaders.

The ECA sheet, in an article entitled "Facts and Russian Fancies," accused the ILWU delegates of false statements made to the press. It said they asserted France is forced to buy coal from the U. S. at a price higher than European coal and that the U. S. is exporting goods to France, which were formerly produced by French industries, employing French workers.

Here are the facts: American coal costs France about \$21 a ton. This price is computed by adding the cost of \$6 per ton at U. S. ports to the transportation cost to French ports of some \$15.

U. S. SETS FLOOR

European coal from Poland or England costs roughly \$6 a ton to produce to which must be added another \$2 to \$2.50 for transportation to any consuming point on the European continent. However, so long as the U. S. continues to ship \$21 coal to France, Polish and English coal boards will set their prices at that level. In other words, the high priced U. S. coal sets the floor for coal.

The key fact is that the Marshall Plan, with its emphasis on rebuilding Germany and refusing help to the countries of Eastern Europe results in high priced American coal finding European markets. Other sources of supply are not allowed by the U. S. to develop and take over their proper share of the French markets. Rebuilding German heavy industry and making the Ruhr the industrial heart of Europe has cut off all cheap German coal.

Refusal of the U. S. to aid Poland speed up its industrialization of mines and rehabilitate its transport system has reduced the volume of coal exported from these richest coal fields in Europe.

INFILTRATION SPEEDED

Regarding U. S. exports of goods formerly produced by

France, the facts show that the Marshall Plan is directly responsible for this deplorable condition. French industry is now unable to manufacture all its required machine tools and must import them from the U. S. because, among other things, of the policy the U. S. follows in Germany. This policy has cut off reparations which French industry expected from Germany.

The devaluation of the French franc, forced upon the French government by the ECA administrator, as a condition for releasing "counterpart funds," speeded the inflation in France. This devaluation of the franc means that American wheat and coal costs the French consumer twice as much as before the devaluation. In the first week after the cut in the value of the franc, French food prices jumped 10 to 20 per cent.

These economic facts of life explain the recent widespread strikes in France. Since dollar pressure drove the Communists from the French government in May 1947, prices have doubled while wages have only risen 15 per cent. Real wages were 79 per cent of pre-war wages in August 1946. After a good dose of Marshall Plan "recovery" wages were 51 per cent of pre-war in October 1948.

AMERICAN ACCENT

Today, there is no question that under the ECA, France's whole economy will be distorted to fit U. S. plans. France will never be able to rehabilitate her industries under the guidance of U. S. business interests operating through the Marshall Plan.

Genet, the New Yorker correspondent wrote in that magazine last August:

"(Now) comes the voice of the keeper of the Government pocket-book, Finance Minister Reynaud, announcing that from now on agriculture will be 'France's chief national industry.' Behind him clearly echoes the American accent of ERP. It was (also) the Nazis' opening notion of their 'New Order' in Europe that under their guidance France should be turned into a picturesque vegetable plot..."

ITALIAN WORKERS KNOW

The same article in the ECA monthly charged that our ILWU representatives gave out false information on the shipment of U. S. chewing gum and cigarettes to Italy and that they held the Marshall Plan responsible for Italian unemployment.

The facts on these two assertions are:

In 1946, Italy, Greece and Turkey, exported a total of 12 million tons of tobacco, needing no imports from the U. S.

But under the Marshall Plan, on September 16, 1948, ECA announced that private U. S. suppliers had been authorized to ship \$1,700,000 worth of tobacco to

Italy. This means roughly about 3.5 million pounds. Italian workers who talked to the ILWU delegates knew what they were talking about.

Is there unemployment in Italy?

UNEMPLOYED

The British review New Statesman and Nation September 25, 1948, said there were 2 million workers totally unemployed in Italy and another 2 million partially unemployed. The Italian General Confederation of Labor on October 2, last, puts the figure at 2,400,000. President Truman the month before had said: "Despite the considerable improvement in certain areas, Italy was still confronted by the problems arising from the unemployment of more than 2 million persons..."

Reforms which are essential to recovery and progress in Italy have been blocked by the U. S. Instead of rising to meet the problem of unemployment by expanding industrial production, Mr. David Zellerbach, ECA chief in Italy, proposed greatly to aggravate it by "large scale dismissals of useless employees..." Some have estimated that three in every ten factory employees should be discharged." (New York Herald Tribune September 4, 1948. He called for a return to free enterprise and at the same time admitted that the ECA program "means an ordeal for Italy.")

In his October, 1948, report on ERP, Tremelloni, director of ECA activities said:

"Italy's production is only 'slightly' above what it was a year ago and is actually below the high point which was reached in September, 1947. Italy's condition is 'static.' It cannot be called either depression or 'advancing prosperity.' It is estimated that Italy must reach a level of 140 per cent of 1938 to become independent of American help. It is now clear that Italy's recovery will not be complete within the four years of ERP."

Alaska CIO Calls for Third Annual Convention

JUNEAU, Alaska—The call for the third annual Alaska CIO convention was sent out from here late this month.

The All-Alaska Convention will be held in Miners Hall, in Juneau, January 10-16, according to Chris Hennings, Interim Secretary of the Industrial Union Council of Alaska, who circulated the notice to all CIO unions in the Territory.

WAREHOUSE & DISTRIBUTION

Butler Bros.

Rank-and-file pressure from Local 6 warehousemen won \$50,000 worth of severance pay from Butler Brothers in San Francisco.



Xmas Party ILWU Local 6 gave its annual children's Christmas party at the San Francisco Civic Auditorium on December 12. More than 2,700 kids and 2,000 parents, members of the union, were entertained and received gifts from Santa Claus in a gala program financed from the local's welfare fund.

Alaska Labor Plans Full 1949 Legislative Program

JUNEAU, Alaska—When the 1949 session of the Territorial legislature convenes January 24, with a majority of labor-supported members in both houses, the Alaska CIO-AFL Joint Legislative Committee will present a full labor program, highlighted by:

1. A child labor law.
2. A minimum wage and maximum hour law.
3. An adequate net income tax law.
4. A general property tax law.
5. Adequate hospitalization facilities.
6. Provisions for adequate schools.
7. An increase in the facilities for the care and hospitalization of tuberculosis cases.
8. Amendment of the Unemployment Compensation Act to provide for increased benefits, such as sickness benefits, disability benefits, etc.
9. Airport, road and harbor development.
10. Equal pensions for aged native Indians and white persons.
11. Legislation to bring all municipal and territorial employees under provisions of the Society Security Act, Unemployment Compensation Act, and Workmen's Compensation Act.
12. Provision of adequate funds for the proper functioning of the Labor Commissioner's Office.
13. An Alaska fair employment act.

The results of labor's political

activities so far in Alaska are shown clearly in the 1948 elections. In two districts where labor is well organized practically all the labor-supported candidates were elected. In another district where labor is less well organized about 70 per cent of the labor-supported candidates won.

In a fourth where labor is organized hardly at all, only one progressive candidate was elected.

ILWU International Representative Verne Albright reports that labor's political action back in 1946 was considered successful, but in 1948 even better. In 1946 labor's candidates won a majority of the offices, but there was a carry-over of reactionaries in the Senate and enough managed to get by in the elections to make a majority of anti-labor members. "This legislature enacted little progressive legislation, but did kill four anti labor bills."

With the 1948 successes labor men have a clear majority.

Industry profits in the April-June quarter were 25.8% above those for the same period of 1947.

In 1921 New York bakers held mass meetings for abolition of Sunday work.



Signing Up ILWU Local 6 won a big victory in Crockett, Calif., with the agreement of the huge C. & H. sugar refinery to grant a 10 cent wage increase retroactive to June 14, increase shift differentials and put a number of casual workers on the steady payroll. Here are some of the men negotiating. Left to right are Local 6's Bruno Hennings, Lee Ghilarducci, August Homenet, ILWU Research Associate Andy Salz and ILWU Secretary Treasurer Louis Goldblatt. At the extreme right is C. & H. Vice-President William Tyler.

The company had announced it would close permanently the first of next year, with no mention of severance pay or any recognition of the decades of work put in by some of the warehousemen.

The house grievance committee organized a 20-man action group to arrange stop-work meetings, win the cooperation of the AFL office employees, and put pressure on management to come through with severance pay.

Butler ignored the committee at first, eventually agreed to meet with it. The next step was agreement to pay each worker, warehouse and office, one week's pay for every two years worked. This counted up to \$500 apiece for some of the oldtimers.

Alaska Utilities

The Alaska Public Utilities Corporation in Cordova has signed the first union contract in its 28 years of operation. It signed with Local 66 for wage increases ranging

from 25 to 70 cents per hour and the 40-hour week instead of the 48 and 56-hour weeks that telephone operators, power plant operators and mechanics had been working at straight time.

Paid vacations, seniority rights, check off, a non-discrimination clause and grievance procedure were granted the ILWU members after 37 days of negotiations during which the company stalled on every Taft-Hartley excuse.

Local 66 now has more than 50 members. It was inactive before May of this year, but was reorganized at that time.

Pacific Coal

Local 9 has signed a new contract with the Pacific Coast Coal Co. in Seattle with a base rate of \$1.62 per hour. Another Local 9 contract has been renewed with C. H. Lilly fertilizer with a \$1.45 per hour minimum rate for warehousemen.



Labor School Drama Tells Of Fair Play

Stevedore The California Labor School production of Paul Peter's and George Sklar's waterfront play is the dramatization of the struggle of Negro dockers to secure equal treatment. It opened December 17 in San Francisco. In the cast are actors who are members of ILWU, longshore, scullers and warehouse locals, the Marine Cooks and other San Francisco unions. In the scene from the play shown above are left to right: John Bogdanoff, ILWU Local 6, Cynthia Vann, Green Washington, AFL Molders Union, and Jean Williams. (The play is well staged and worth seeing—W.E.D.)

Pine Talks Continue In Honolulu

HONOLULU, T. H.—Pineapple negotiations resumed December 14 after a week during which Local 152 members in the Territory of Hawaii discussed the industry's package proposal.

The companies raised their original offer of 3 to 8 cents in wage increases to 4 to 9 cents per hour, with the union demanding a minimum increase of 8 cents for all workers.

Union and industry have also not reached agreement on duration of the contract, a discrimination clause, hours, vacations and other matters. Agreement has been reached on seniority, holidays, called-out time, rest periods, sick leave, checkoff and arbitration and grievance procedure.

Labor Is Strong In Israel's Haifa

HAIFA (A.L.N.)—Haifa, with its docks, oil refineries, cement works, metal works and textile mills, is the "workers' city" of Israel. Of a Jewish population of 83,000, over 50,000 are members of the Histadrut (General Federation of Jewish Labor). This means that almost every adult Jew in Haifa is a union member.

The degree of organization is highest among longshoremen, ship repairmen, construction workers and communications workers, who are over 90 per cent unionized. Union strength in Haifa has led to an interesting situation. There are fewer strikes here than in other Israeli cities. Wages, working conditions, social services and production are all at the highest level of any place in Israel as a result of labor's strength.

French Miners Ask U. S. Labor for Holiday Aid

SAN FRANCISCO — The ILWU has received an appeal from the French Miners Union for donations for the miners' families who will be fortunate if they get the very meagre meal to which they are accustomed this holiday season.

The miners have returned to work after their strike for a living wage was broken by imprisonment and shootings.

They appealed for financial contributions to show the solidarity of labor across national boundary lines.

Money can be sent to Federation du Sous-Sol, 213, rue Lafayette, Via Banque de France, Paris.

Kagel Picked as Coast Arbitrator

(Continued from Page 1) came arbitrator for the Ladies Garment and Sportswear Industry in San Francisco Bay Area and still holds that position, being now in the fourth year.

He also has arbitrated in the newspaper, commercial ink and transport industries. For three years he taught the techniques of collective bargaining at the University of California under the auspices of the Institute of Industrial Relations.

A total of 1,826,200 civilian employees were on the federal payroll in continental U. S. June 1, the Civil Service Commission reported.

The Union Label Trades Department was chartered by the AFL on April 2, 1909.

Answer to Who Said It?

Time Magazine, Issue of October 26, 1948.

Marshall Plan Order Increases Sea Unemployment; Favors Operators

(Continued from Page 1)

boat charter from the Maritime Commission; 250 carried bulk cargoes. On November 15 last there were but 226 Liberties on charter, and only 90 were carrying bulk cargoes. The fact is that despite the 50-50 split, the total volume of bulk cargoes moving to the Marshall Plan countries has been falling off in the past few months. As European coal production recovered and as a bountiful 1948 wheat harvest was assured, the demand for these two commodities became less pressing. Thus, although between April and September, 80 percent of all cargoes shipped under the Marshall Plan were bulk, this proportion has already dropped off sharply, and will continue to do so.

WHY SO SUDDEN? Why, it is being asked, does Hoffman suddenly decide to end the 50-50 split of bulk cargoes between U. S. and foreign flag vessels, if the hump is already past on these shipments? There are some interesting angles to the answer to this question.

At the outset, the New York Times greeted the Hoffman proposal with the claim that the amendment placing the 50-50 split into the ECA law came "largely at the request of the maritime labor unions."

This is, of course, an outright distortion. It was the ship operators who lobbied through this amendment, and it was the ship operators who have skimmed the cream. The 80th Congress which gave labor Taft-Hartley did not pass any laws to protect the jobs of American seamen.

The Journal of Commerce, in discussing the Hoffman proposal, described the 50-50 cargo split as "the right American flag tramp operators now enjoy to special rates on up to one-half of all bulk cargo exported from the United States under the Marshall Plan." And that is exactly what it has been: a special rate deal to assure that Marshall Plan cargoes will be carried on American tramps at rates most profitable to the American ship operators.

But the National Federation of American Shipping claims that U. S. tramp rates are high because the U. S. seaman receives wages "2½ to 4 times those prevailing on foreign ships."

But the simple fact is that the American ships under charter from the Maritime Commission are required to maintain certain minimum cargo rates. These rates are set by the Maritime Commission and the charterers jointly to

insure a good profit to the ship operator and even a profit to the Commission itself, which cuts in on the deal.

The large and established ship owners and operators, including the lines receiving government subsidies, have been pressuring the Maritime Commission since V-J Day to clamp down on the small charter operators. As early as last September the Commission announced that ship operators who were not owners of vessels would no longer be permitted to charter; operators with foreign flag affiliations were also to be denied the right to charter U. S.-owned vessels.

The new ratio, to go into effect January 31, 1949, is one chartered Government-owned vessel to one privately-owned vessel. The small operator would be finished under such a proposition.

In this light, the Hoffman deal seems to add up. Since the pressing need for the small charter operators to carry bulk cargoes is now past, why not deliver the death blow quickly by shipping further bulk cargoes in foreign bottoms? For one thing, this satisfies the complaints of the Marshall Plan countries. But more important, the big liner operators still continue to be assured their split on cargoes, for the Hoffman proposal would end the 50-50 split only on bulk cargoes carried in tramp vessels. And as the Marshall Plan exports shift more and more to lower bulk, higher value cargoes, these liner operators will be carrying more and more of the goods going to the Marshall Plan countries.

Of course no one in authority will admit the truth of the policy described here. But then, none of these same people would admit that the American seamen could find no job security in the Marshall Plan.

Olaa Lockout Lifted, Men Back at Work

(Continued from Page 1) the sugar strike will be restored to the seniority list.

The company agreed to pay cash instead of vacations on a voluntary basis, to allow a long time for paying of unpaid rents, and to have a floating opening on wages after May 1, 1949, available to either party.

The 3-cent cut putting the base rate at 73½ cents per hour is the same as that agreed to at Onomea in the August contract opening to allow for extraordinary circumstances. Onomea has the same opening provisions.

Olaa had first demanded a 17.2 per cent wage cut, threatening liquidation if it could not save money out of the workers' pockets. Since Olaa was better off financially than many other plantations this could have set a precedent to hack down all sugar wages in the islands. Olaa locked out the workers October 10, refusing to extend the contract.

The plantation tried to start a back-to-work move with an 8 per cent cut, but succeeded only in losing the work of a few seamen who resented such a cut.

All through the lockout Local 142 picket lines held solid, with money and food donated by other units of the local and by merchants, and with wives of members backing up the lines and cooking food right on the lines for the pickets.

Musical troupes from longshore and warehouse locals helped keep the morale high.

Report from Portland

(Continued from Page 1)

pean Recovery Program was put to a vote, the ILWU voted against it in accordance with action taken by the ILWU's last convention and reaffirmed at each national board meeting since the convention.

When the resolution on political action came up for a vote, the ILWU voted against it, since the National CIO said, in effect, that we would have to accept their mandates without any consultation with our rank and file.

PER CAPITA INCREASED

A resolution was presented to the convention to increase the per capita tax from national unions to the National CIO from 5 cents to 8 cents. Reasons given for this were: 1) Organizing the unorganized and 2) Increased costs in maintaining the National CIO.

The ILWU delegation was not opposed to this increase if warranted, but asked for facts on the financial position of the National CIO. An ILWU delegate asked if it would be possible to obtain a detailed financial report showing what each affiliate is paying into the National CIO in per capita tax, and just how the increased fund for organizing would be applied.

The chair did not answer the question specifically, but stated that such reports are given regularly to the National CIO Executive Board and that the ILWU member did not attend board meetings regularly. (ILWU President Bridges has only missed board meetings when he could not leave negotiations of his own union.)

The ILWU voted to support the increase, although delegates did not get the information desired.

A NEGATIVE APPROACH

The ILWU delegation did not support the CIO resolution on the "World Federation of Trade Unions, feeling it represented a negative approach. During the 53-day maritime strike the membership of the ILWU learned in a practical way the need for a strong WFTU. Seafaring and dock workers of other countries contributed greatly to the winning of the strike, concretely by stating that if for any reason any United ships should escape the United

States, they would be tied up in foreign ports.

On such important matters as complete repeal of the Taft-Hartley Act and return to the Wagner Act, organizing, civil rights, housing and price controls, the ILWU delegation gave full support.

Much was said from the platform and the floor about incompetence and misleadership. It was in the main directed against progressive unions. The ILWU has always been against incompetence, but not confined to any specific group. The ILWU recognizes the danger of incompetency and provides a constitutional remedy. By petition of only 15 percent of the membership any officer of the national union can be removed after fair and democratic trial.

CROSS-SECTION OF AMERICA

The ILWU opposed the CIO red-baiting because it is a basic policy of our union that there shall be no invasion of the rights of individuals as to politics or religion. The ILWU membership is a cross-section of America. Among our members will be found Republicans, Communists, Democrats, Socialists, Trotskyites and all the religious faiths.

It is reasonable to assume that the ILWU would not want its convention conducted in the same manner as the Portland CIO convention. A large number of the official delegates in Portland were members of the CIO staff and represented no workers.

The ILWU National Board meeting November 30-December 1 gave serious consideration to the CIO Convention and its actions. ILWU action relative to the CIO convention action was in the form of six policy statements: west-coast maritime strike victory, national CIO, American foreign policy, the 1948 elections, unity in the maritime industry, and the WFTU. These policy statements appeared in the December 10 issue of The Dispatcher.

The ILWU follows its usual custom in presenting and recommending these policy statements to its affiliated locals. We urge their adoption, but the locals maintain their autonomous right to adopt or reject.