

## CHAPTER X

### THE TEST OF WILLS

*The majority of the men oppose the fink hall and shop committee because they don't control it. If the Union could control the plan, it would not oppose it as much as they do now, but they never feel secure without control.*

– Dave Madison 1921<sup>1</sup>

Frank Foisie's organizational ability was an important factor in making joint organization a reality on the Seattle waterfront in 1921. Dissension among ILA unions also contributed. Although locals 38-12, 38-16, and 38-11 comprised "nearly all of the registered men" at the Employment Bureau, the unions could not find a way to make a united stand against "Foisie's fink hall."<sup>2</sup> On March 9, 1921, the ILA district office, together with the three longshore locals, asked the Central Labor Council to use its good offices to settle their dispute.<sup>3</sup> The council's strategy committee proposed that the three longshore locals amalgamate under one charter. If this proposition did not meet with unanimous approval, two charters should be issued, one for stevedores and the other for truckers.<sup>4</sup> Officers of the longshore locals presented the council's recommendations to their membership. On March 21, 1921, Secretary James Foley of Local 38-16 informed the council that the membership had tabled indefinitely the strategy committee's proposals. Foley added that his local "will have no further dealings with Local 38-12."<sup>5</sup>

Blocked by Local 38-16's intransigence, the labor council urged Pacific Coast District ILA convention delegates to seat Local 38-12 "In order that they may have the fullest possible freedom of expression and opportunity to present and defend their position on an equal basis with their opponents."<sup>6</sup> The convention seated six Local 38-12 representatives, along with

three from Local 38-16, and two from Local 38-11. After lengthy debate on the Seattle situation delegates approved a resolution submitted by Sydney R. Lines of Bellingham Local 38-25. Lines proposed that the convention wire "President T. V. O'Connor to cancel the charters now held by Locals 38-11, 12, and 16, and that one charter be issued covering Ship, Dock and Warehouse Work in the Port of Seattle to one group of workers composed of the present membership of the aforementioned locals."<sup>7</sup> O'Connor wired back, "If cancellation of charters and issuance of new one is approved of by Locals and District convention, International will do so."<sup>8</sup>

After District President Joseph Taylor read O'Connor's telegram to the convention, Local 38-12 delegates J. A. Madsen and Thomas Mason moved to amend the Lines resolution. Madsen and Mason sought to refer the Seattle problem to the incoming district executive board. Nels Nielson and Fred Carl of Local 38-11 amended the Madsen-Mason motion to read that the members of Local 38-12 who were stevedores be taken into Local 38-16 and the dock truckers into Local 38-11.<sup>9</sup> Tacoma Local 38-3 delegate Ed Kloss moved to amend the Carl-Nielson amendment to read "that the whole subject matter relative to the controversy as affecting Locals 38-11, 38-12, and 38-16 be submitted to President T. V. O'Connor with the request that he come to Seattle immediately to investigate this controversy and that his decision shall be final and binding." After interminable debate, Kloss's amendment carried by a roll call vote, thirty-five to nineteen.<sup>10</sup>

On May 24, Local 38-12 unanimously adopted and forwarded to the Central Labor Council, and to the upcoming ILA convention, an offer "to disband this local, surrender our charter and join with our fellow workers of locals 38-11 and 38-16 in the organization of a new local, which shall embrace all the union men of the waterfront."<sup>11</sup> At the beginning of the ILA convention, the executive council recommended to the convention that the charters of locals 38-11, 38-12, and 38-16 be revoked. The council also directed O'Connor to go to

Seattle as quickly as possible to investigate and return with an action plan. On July 16 the international convention voted unanimously to revoke the charters of the three Seattle waterfront unions.<sup>12</sup>

During the first week of December 1921, newly-elected ILA President Anthony J. Chlopek met with committees representing the three former locals and ILA district officers. After hearing the testimony, Chlopek decided "That 38-11, 38-12 and 38-16 amalgamate under one charter, giving equal rights to every member to perform any work that he is capable of under the jurisdiction of the union, whether longshoring or trucking." If the three locals did not amalgamate within thirty days, Chlopek said he "would recommend that a charter be issued to the group who desire to be a part and parcel of our International."<sup>13</sup>

At the request of President Chlopek, the three expelled unions sent him written responses to his decision. Local 38-12 repeated its offer to disband and form a new local embracing all waterfront workers.<sup>14</sup> Former Local 38-11 declared that dockworkers and warehousemen in Local 38-12 should be in Local 38-11.<sup>15</sup> Local 38-16 stated again its willingness to absorb all members of Local 38-12 making their living exclusively at stevedoring.<sup>16</sup> On December 27, District President E. B. O'Grady reported to Chlopek that shipowner pay lists revealed only a score of Local 38-12 men actually working on the Seattle waterfront. In contrast, Locals 38-11 and 38-16 claimed a combined membership of 529, all of whom worked on the docks.<sup>17</sup>

ILA President Chlopek restored Local 38-12's charter on April 25, 1922, thereby ending twenty-three months of estrangement between the Seattle local and the international. The new charter gave the union sole jurisdiction over longshoring and trucking in Seattle.<sup>18</sup> The rechartered local started with one major employer, the Port of Seattle, a far cry from the days when 3,500 members controlled all of the waterfront work. Men who believed in cooperating with the

international and district officials emerged as leaders of the Riggers and Stevedores during the 1920s. George Bartlett, Ernest "Limo" Ellis, Walter Freer, Ed Morton, and J. C. Peterson served as presidents, secretaries, and trustees.<sup>19</sup> Local 38-12 strictly adhered to the rotary dispatch principle, but there were two lists, one for stevedores and another for truckers.<sup>20</sup>

On the day that Local 38-12 received its new ILA charter, the union called on Locals 38-11 and 38-16 to reunite into one union. The expelled unions did not respond.<sup>21</sup> A week after receiving their new charter, Local 38-12 sent three delegates to the Central Labor Council. The longshore representatives announced to the council that they were mounting an organizing campaign to drive the fink hall out of existence.<sup>22</sup> The timing appeared to be excellent. During March 1922, employers on the Joint Organization's Executive Committee had brusquely turned down a request by committeemen for a pay raise. Still, Local 38-12 grew slowly. By the end of the year the union had only 295 members.<sup>23</sup>

### The Marine Transport Workers' Federation

At the 1922 district convention, ILA President Anthony J. Chlopek reported he had not rechartered Seattle locals 11 and 16 because the two Seattle unions had endorsed a San Pedro Local 38-18 referendum that advocated the district drop out of the ILA and form an independent transport workers' federation.<sup>24</sup> After Chlopek spoke, David Madison retorted that in June and July of 1921 all three Seattle longshore locals had talked with seamen about creating a coastwide transport workers' union along One Big Union lines. Madison concluded with a threat, "If we can get recognition honestly [from the ILA] we will accept it. If not then we will do the best we can under the circumstances."<sup>25</sup>

Considering themselves "outlawed from the ILA," former locals 38-11 and 38-16 amalgamated on May 9, 1922, into the

independent Stevedores and Dock Workers' Union of Seattle. The men voted to continue participation in the employers' joint organization. At the May 19 session of the Joint Executive Committee, K. J. Middleton decried efforts to disrupt the present "close cooperation" between waterfront employees and employers. David Madison responded that the Stevedores and Dock Workers' Union was created to fight for joint organization. "The men feel the need of an organization to see that present plans are retained should the employers introduce plans to do away with them."<sup>26</sup>

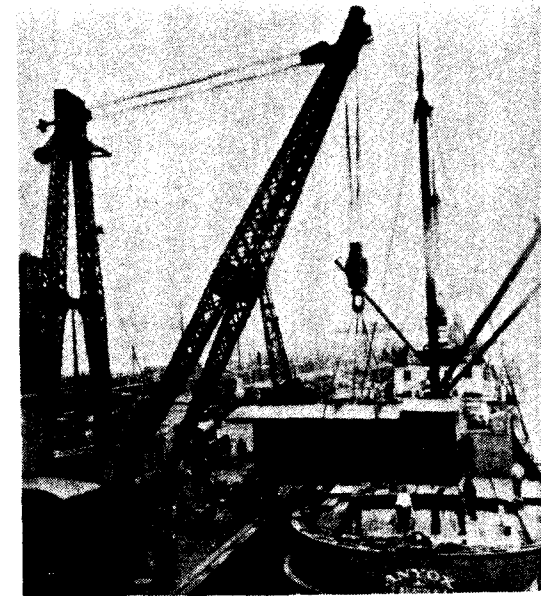
A majority of San Pedro longshoremen voted on May 18 to withdraw from the ILA and form the Federation of Marine Transport Workers of the Pacific Coast (MTW). The Seattle Stevedores and Docks Workers Union formally joined the federation on July 19 as Local 2. The membership elected George Kennedy president of Local 2. The MTW executive board designated David Madison district secretary and northern organizer for the new union.<sup>27</sup>

### Joint Organization On Trial

During April 1922 Portland and Anacortes employers declared for the open shop and established fink halls. Scabherders arrived in Seattle and Tacoma to recruit longshoremen to replace striking ILA men. On May 28, W. C. Dawson persuaded two of the Employment Bureau gangs assigned to his company to go to strike-bound Anacortes to load the *Mexican*. Anacortes longshoremen told Dawson's men that the strike was a matter of economic survival. Both Seattle gangs quit except for three men. At the June 14 executive committee meeting a two-hour debate ensued over the *Mexican* incident. Afterwards the Joint Executive Committee voted unanimously that "no men will be dispatched to outside ports where longshore labor strike conditions prevail." A second motion to suspend the three Seattle longshoremen who worked the *Mexican* failed by a vote of four to four.<sup>28</sup>

Beginning in February 1923 the Joint Executive Committee took up its annual consideration of wages, hours, and working conditions. W. C. Dawson expressed the hope that committeemen would agree to eliminate "unnecessary commodity penalties" so that Seattle would be in a more favorable position than San Francisco. The employees said nothing. A noticeable shift occurred in employer comments. Instead of praising the cooperation of Employment Bureau longshoremen as they had for two years, the bosses criticized hall gangs for deliberately slowing down on the job and disregarding the orders of gang foremen. Workers discharged by foremen should not be allowed to return to the hall and go out on the next job. W. C. Dawson wanted to fine the malingerers. Foisie said the men took too much advantage of the security given them by joint organization. The industrial manager recommended to the executive committee that the authority of the hatch foremen be restored, but no action was taken.<sup>29</sup>

At the next meeting of the Executive Committee, employers stated that wages did not need to be raised. Foisie presented figures to prove the bosses contention. The monthly average for a stevedore's pay had risen from \$58.14 in January 1921 to \$167.91 in December 1922. Truckers had risen from \$39.94 to \$108.01. Foisie reckoned, "The average monthly earnings in Seattle are probably higher than any port in this country."<sup>30</sup> In succeeding sessions employers noted the change in the cost of living was barely perceptible and conditions in the industry did not permit an increase. Speaking for the men, David Madison stated that living costs had gone up sharply. Furthermore, penalty pay and working rules in other ports had become more favorable to the men than Seattle's. If a wage agreement could not be reached in the executive committee, Madison demanded the matter go to arbitration. Royal Mail Line Manager Keith G. Fiskien asked, and the committee agreed, to defer a decision on the wage issue until the next meeting.<sup>31</sup>



*Stiff Leg Crane at Smith Cove offloading Pullman, Port of Seattle.*

Three weeks later the Joint Executive Committee resumed deliberations on the wage scale. Madison suggested five-cents-an-hour increase on handling lumber as one way to meet the increased cost of living. Middleton replied that the only recourse was arbitration. Trucker Lee Carls asked the employers if they stood behind their constitutional pledge that wages in Seattle would be equal to other Pacific Coast ports. Employers assented. Carls then inquired if employers would agree to base wage increases on United States Department of Labor cost-of-living statistics. Speaking for employers, A. F. Haines declared they would abide by the federal cost-of-living index. Employers and committeemen renewed the existing wage scale and appointed a cost-of-living committee.<sup>32</sup>

Employers reported at the May 1923 Joint Executive Committee that men applying for work, as well as several who were already registered, had complained of being coerced into joining the Marine Transport Workers' Federation. Union men on the committee denied that MTW compelled anyone to

join. Besides, no one could join the union unless they had a hall registration number. Representatives of the men had no objection to posting a notice that anyone caught pressuring a man to join MTW would be told to leave the Joint Organization.<sup>33</sup>

At the August Joint Executive Committee meeting, Madison presented a proposed agreement between Marine Transport Workers' Local 2 and the Waterfront Employers' Association of Seattle. Madison pointed out that MTW recognition would insure that ships moved on schedule. At any time another union could organize a considerable number of the men and call a strike. Although Marine Transport Workers might not be in sympathy with that strike, the moment strikebreakers appeared on the waterfront, MTW men would refuse to cross picket lines. Moreover, MTW men wanted their own hall. The attempts at general meetings in the dispatch hall had been unsuccessful. Finally, Madison gave credit to employers for living up to their pledge that union men would not be discriminated against in any way, shape, or form.<sup>34</sup>

W. C. Dawson replied for the employers. Dawson thought a majority of the men had no serious fault to find with Joint Organization. He doubted whether the men as a whole wanted a union agreement. Dawson then asked for Madison's resignation "because he had not been working on the waterfront for some time past. According to the bylaws, he eliminated himself from the joint organization." Madison replied that he had intended to resign, but the men prevailed upon him not to do so. Longshore committeeman Carls told the employers that their position was not justified. "The men have the same right to be represented by a paid official as the employers." Kennedy and Winkler supported Carls position, pointing to Foisie as a paid employee. Madison asked if a man who took a paid position with the union lost his registration. The committee agreed unanimously that taking a paid union job did not preclude a man's right to return to the waterfront. Madison tendered his resignation from the committee.<sup>35</sup>

While Seattle employers and longshore committeemen argued over recognizing MTW Local 2, the Vancouver ILA local invited Oregon, Washington, and British Columbia ILA and MTW locals to discuss wages on June 18, 1923. Seattle Riggers and Stevedores sent three representatives to Vancouver with instructions to vote to stay with the ILA, and to approve any move to raise wages or better working conditions.<sup>36</sup> At the conference David Madison told ILA organizer Jack Bjorklund that MTW would support an ILA demand for wage increases.<sup>37</sup> During July, Bellingham hosted another ILA-MTW conference. Again, discussion centered on getting a wage increase.<sup>38</sup> On September 1, ILA and MTW officers established an *ad hoc* Northwest Longshoremen's Council for Oregon, Washington, and British Columbia. The council sent to all employers a proposed wage scale. The men asked for the restoration of the 90-cents-an-hour for longshoremen and 80 cents for truckers.<sup>39</sup> The Waterfront Employers' Association of Seattle replied, "As we have no working relations with your organizations, these demands cannot be considered."<sup>40</sup>

One month after the Seattle employers refused to consider the pay proposal of the Northwest Longshoremen's Council, George Clark placed before the Joint Executive Committee a wage scale similar to the one presented by the Northwest Longshoremen's Council. Across the country, Clark stated, there had been a general wage increase. Seattle waterfront workers should be able to share in the prosperity. The employers refused to grant the wage increase, stating that the cost of living had not changed. Clark responded that this left longshoremen in a static position. When 80 cents an hour had been adopted in 1921, it was a temporary expedient. Now employers considered the 1921 wage scale base pay. At the end of the debate, employers and committeemen voted to arbitrate. Employers elected Joseph Weber of Griffiths & Sprague Stevedoring and committeemen selected George Kennedy to decide the wage issue.<sup>41</sup> Kennedy and Weber did not have to render a decision. During December 1923, first San Francisco,

and then all other Pacific Coast employers, posted notices of 90 cents straight time and \$1.35 overtime for longshoremen. Trucker wages increased to 80 cents for eight hours and \$1.20 overtime.<sup>42</sup>

At the Joint Executive Committee's January 1924 meeting, Employment Bureau staff insisted that an employer-staff subcommittee decide who and how many men should be registered. Employers supported Foisie and Ringenberg, stating that the executive committee should make and review policy, not dictate who should be registered. The bosses stated that the real issue was whether or not committeemen were going to continue their efforts to establish a closed shop. "Go ahead with your union affiliations," Middleton testily told the committeemen, "but do not make the mistake of trying to force the employers to deal with the union or with union instructed committees." Speaking for the men, George Kennedy replied that they did not want to take control of the stevedore businesses, but they did want something to say about who they worked with. If the Joint Employment Committee was not in charge of the actual hiring then there should be no employment committee. Dawson reiterated that the joint committees would make policy and management would carry them out.<sup>43</sup>

Losing their voice in hiring and in negotiating pay raises frustrated the Employment Bureau men, but there seemed to be nothing they could do about the situation. To Local 38-12 President Walter Freer there was no difference between the scab hall of 1917 and Foisie's fink hall. The industrial manager's contribution "was to so modify the system in Seattle as to make it appear that the men themselves were whole-heartedly in cooperation with it." Joint Organization existed on paper, real control of jobs and wages remained solely in the hands of the employers.<sup>44</sup> To other longshoremen who worked out of the Spring Street hall, the problem was Merl Ringenberg. "If you did something he didn't like," Hector Goulet recalled, "he would sit you down for a week or two. He'd humiliate you."<sup>45</sup> Walking boss William H. Meakin reported to the National

Longshore Board in 1934 that Dispatcher Ringenberg played favorites. Certain gangs got the best jobs.<sup>46</sup> Art Whitehead reported to the NLB that after Local 38-16 was broken up, "The employers started chiseling on us, started taking different things and reversing everything."<sup>47</sup> Tom Wadum believed the two managers deliberately used the power to dispatch to break down the morale of the men in order to destroy their spirit.<sup>48</sup>

Richard J. Haverty

V.

### International Stevedoring Company

Of all the committees formed at the beginning of Joint Organization in February 1921, the employer-employee safety committee achieved the least success. During 1921 Joseph Weber tried to get this committee to adopt an accident prevention program, but no one else seemed interested.<sup>49</sup> The need for a joint safety campaign was obvious. The Washington State Industrial Insurance Commission reported that from 1913 through 1923 at least 7 percent of the Seattle longshore work force was on the partially or permanently disabled list.<sup>50</sup> If injured or killed at work, until 1913 longshoremen and their families had no recourse except to settle with the steamship and stevedore companies or sue in Admiralty Court. Largely at the urging of Washington State Industrial Insurance Commissioner Hamilton Higday, accident compensation for longshoremen began in 1913.<sup>51</sup> Three years later, Federal Judge Jeremiah Neterer ruled longshoremen ineligible for state compensation if they were injured aboard a ship. Waterfront workers injured on the dock remained under state compensation.<sup>52</sup>

One particular accident thrust Seattle into national prominence. At 9:00 a.m. on May 21, 1923, Richard Haverty was stowing 1,800-pound bales of wool in the hold of the *Andrea Luckenbach* with five other stevedores of Ten Gang.

Haverty stooped over to upend a bale in the square of the hatch when another bale came down without warning. The bale hit Haverty in the small of the back. "On all previous loads the hatch tender sang out but not on the one that hit me," Haverty later testified. He spent the next three weeks in the hospital. Another eight and one-half months passed before he could return to work in the hold.<sup>53</sup>

Haverty sued International Stevedoring in King County Superior Court for medical expenses and lost earnings. The company claimed Haverty had been injured through the negligence of a fellow worker for which International Stevedoring should not be held responsible. The defendant's lawyers, Stephen V. Carey and Roy E. Bingham, cited the eighty-three-year-old fellow-servant doctrine to support their case. Carey and Bingham also pointed out that the 1920 Jones Act, which established employers' liability for seamen, did not apply to stevedores while working aboard ship. Judge Calvin S. Hall agreed with Haverty's lawyer, Mark Litchman: "To apply the fellow servant doctrine of 1841 as contended for by defendant, to a recent vocation, longshoring, where the facts are undisputed that it occurred through the failure to perform a non-delegable duty, would be to make the 'world go backward' as to longshoremen, while the 'world has been going forward' for all employees on land."<sup>54</sup>

Judge Hall awarded Haverty \$3,500 for medical expenses and his lost earnings. International Stevedoring appealed the decision to the state Supreme Court which sustained the lower court. The United States Supreme Court reviewed the case during October 1926. The federal court skirted the fellow servant and the non-delegable issues. The court addressed the question, Does the Jones Act apply to longshoremen when they work aboard ship? Justice Oliver Wendell Holmes wrote the court's unanimous decision on October 18, 1926: "We are of the opinion that a wider scope should be given to the words of the [Jones] act, and that in this statute "seamen" is to be taken to include stevedores employed in maritime work on

navigable waters as the plaintiff was, whatever it might mean in laws of a different kind. Judgment affirmed."<sup>55</sup>

At the same time the Haverty case was churning through the courts, the International Longshoremen's Association and the American Association for Labor Legislation renewed efforts to remedy the lack of accident compensation for American port workers hurt aboard ships. In 1917 and 1922 the two organizations had succeeded in getting Congress to enact compensation legislation for harbor workers, but the United States Supreme Court had declared both laws unconstitutional. Efforts to generate support for a third attempt proceeded slowly.<sup>56</sup> In designing the new bill, AALL Secretary John B. Andrews wrote Frank Foisie on August 12, 1925, that ILA officials and several employers supported the concept of a federal workmen's compensation law covering all interstate employees and admiralty workers not under state compensation. Andrews noted that federal legislation being drafted by AALL included the Washington State compensation funding concept that eliminated private insurance companies.<sup>57</sup> Foisie responded that the Waterfront Employers' Association of Seattle "unhesitatingly expressed themselves in favor of the exclusive state funding principle." Foisie thought it impossible to get a bill through Congress that covered longshoremen, seamen, and railroad workers. He suggested to Andrews that the next federal compensation bill be limited to longshoremen.<sup>58</sup>

On March 4, 1927, both houses of Congress passed the Longshoremen's and Harbor Workers' Compensation Act. Congress directed the United States Employees' Compensation Commission (ECC) to administer the act. With the aid of the shipping industry and the ILA, ECC developed a fixed payment schedule for injuries as well as for occupational diseases contracted while working on docks. The Act set the maximum weekly benefit at \$25.00 and the minimum \$8.00. Benefit for total disability or death could not exceed \$7,500. Coverage would be compulsory for all waterfront workers.

Employers had to pay all medical costs. Shipowners and stevedoring companies could either self-insure or carry a liability insurance policy. Finally, the Act commissioned ECC to investigate and recommend to Congress and employers specific safety measures.<sup>59</sup>



*John Bjorklund,  
Washington State Historical  
Society*



*Joseph Weber,  
Courtesy of Joseph Weber  
Society*

### Development of a Seattle Longshore Safety Policy

While Congress and the courts slowly ground out a national compensation plan for waterfront workers, Joseph Weber urged Puget Sound employers to hire a safety director. During July 1924 the Waterfront Employers' Association of Seattle hired Murvin E. Arkills as safety engineer. Arkills established joint employer-employee safety committees that developed rules for inclusion in standard practice handbooks. Arkills soon recognized that the key to a safer waterfront lay in the hands of hatch tenders. To get these men to think more about accident prevention, the safety engineer required hatch tenders to make out monthly accident reports.<sup>60</sup>

In his first annual report Arkills announced that 50 percent of cargo handling accidents at Puget Sound ports happened because of the carelessness of the men, 45 percent by anti-

quated cargo handling methods, and 5 percent by equipment failure. The most common cause of accidents, proved to be "Struck by Swinging Objects." For the first ten months of 1924 the accident severity rate on Puget Sound amounted to 28.2 days lost for every 1,000 hours worked.<sup>61</sup>

The safety program did have an effect on the longshore accident rate over the next ten years. From the inception of Joint Organization in 1921 through 1924, eleven Seattle longshoremen were killed at work. From 1925 through 1930 only four fatalities occurred.<sup>62</sup> At the same time tonnage handled by the men increased from 4,063,001 tons in 1921 to 7,879,801 in 1925 and 8,361,579 in 1930.<sup>63</sup> While figures for the number of non-fatal accidents in Seattle are not available, statewide the number of "severe" waterfront accidents declined from 373 in 1922 to 235 in 1925 and 165 in 1933.<sup>64</sup>

Over the men's objections, Arkills worked through the Joint Executive Committee a requirement that the men have medical examinations before receiving a registration number. The men believed Arkills planned to eventually eliminate physically handicapped workers already on the waterfront. The safety engineer did not try to get rid of the disabled.<sup>65</sup> Instead, Arkills turned to stress testing waterfront equipment. Using the facilities of the University of Washington, one of the major experiments determined the breaking point of eighty-five miniature booms.<sup>66</sup>

The Joint Executive Committee assigned Arkills and the safety committee responsibility for implementing the 1927 federal Longshoremen's and Harbor Workers' Compensation Act. There were complaints by the men of the slowness of emergency room doctors at the hospitals. Committeeman Harry Hooligan, who had been recently injured, stated that his doctor was capable, the hospital treatment fine, and the compensation paid promptly. During the first six months of the Act, the average compensation paid an injured Puget Sound longshoremen amounted to \$20.22 a week.<sup>67</sup>

In October 1928, Frank C. Gregory, safety engineer for the