THE WATERFRONT AND GENERAL STRIKES, SAN FRANCISCO, 1934; A BRIEF HISTORY

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The waterfront and general strikes, San Francisco, 1934; a brief history by Paul Eliel

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PAUL ELIEL

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A Brief History by PAUL ELIEL, Director INDUSTRIAL RELATIONS DEPARTMENT INDUSTRIAL ASSOCIATION OF SAN FRANCISCO

Introduction

THIS HISTORY of the longshoremen's and general strikes in San Francisco makes no pretensions of being other than an outline of the more important events from May 9th to about July 31st, 1934. It is in no sense interpretive, it attempts to draw no conclusions. But it does attempt to be factual. Since it is very largely based on newspaper sources it is obviously reportorial. A few descriptive sections are included where it was felt that material of this kind would be of value in aiding the reader in reaching conclusions as to important, underlying aspects of this very human struggle in which an entire community was eventually involved.

Because of the fact that less than a month was spent in its completion, what follows must, in spite of every effort to check statements made, contain not a few inaccuracies. Had more time been available to examine sources some of these would, undoubtedly, have been caught. But again the exigencies of time made this procedure impossible.

A word must be said as to references. Almost without exception every statement made on the basis of a newspaper reference was checked to be certain that it appeared in more than one paper. The particular paper referred to in each instance is the one that seemed to carry the most complete and, inferentially, the most accurate statement. In many cases where reference is made to a specific paper the events or circumstances described in the newspaper narrative also came within the field of personal knowledge of the writer and in some instances within his personal observation.

It may not always be possible to trace newspaper references from regular library files since the writer had available for his purposes every clipping from every edition of the most important newspapers in the San Francisco Bay area. Since many editions appeared each day, particularly during the period of the general strike, some of the references may, as indicated, not be found in an ordinary file.

Reference to the files and records of the Industrial Association indicates, as a rule, material in diaries available to the writer, or in the file of weekly memoranda issued to its Board of Directors. Press releases were also used as references in some cases.

While this technic cannot lay claim to the accuracy that would be expected of a studious and detailed piece of historical research, it is felt that the narrative which follows, and which was written while the recollection of events was still fresh, may serve such as read it as an outline of the spectacular events which it attempts to cover.

San Francisco, Calif. August 25, 1934. at the conclusion of the strike of 1916 continued in effect until 1919. On May 27, 1919⁴ the Riggers and Stevedores' Union notified the employers of its intention to terminate the agreement then in effect at the end of 60 days. On August 6th new demands were presented to the Waterfront Employers' Union by the longshoremen. These demands not only called for wage increases and changes in working conditions but also called for participation in the earnings, profits and directorates of the employing companies.⁵

There followed a series of conferences between the representatives of the employers and the longshoremen and on August 20, 1919 a majority of the Riggers and Stevedores' Union, voting by secret ballot, accepted the proposals so arrived at.6 Individual members of the Union, however, refused to work under the terms of the new agreement and on September 13th, because of continued agitation by this group, still further concessions were proposed by the employers. These proposals were rejected by a rising vote of the Union and on September 15th a complete tieup of the waterfront took place. It is stated7 that still further concessions were made at that time by the Waterfront Employers' Union and on September 19, 1919, these proposals also were rejected as the result of a rising vote. In this connection it is to be noted that at that time, and probably now, Section 6 of Article XXI of the Constitution of the International Longshoremen's Association provided:

"A strike or partial strike shall not be ordered or settled without consent of an affirmative majority vote by secret ballot, of those present at an advertised meeting called for that purpose,"

(4) Full and By-p. 18. (5) Ibid. p. 18. (8) Ibid. p. 20. (9) Ibid. p. 21. The strike continued for some weeks and was marked by extreme violence and at least one murder of a man suspected of being employed on the waterfront as a strikebreaker, but who, in fact, was a member of another union.⁸

Because of the disaffection of a substantial majority of the conservative element of the Riggers and Stevedores' Union a secessionist movement began in that body which ended in the formation of a new Association known as the Longshoremen's Association of San Francisco and the Bay District. It is stated,⁹ on what is believed to be reliable authority, that approximately 1,000 members of the old Riggers and Stevedores' Union signed the charter roll of the new organization.

The Longshoremen's Association of San Francisco and the Bay District was an independent union not affiliated, during its first eight years, with any regular labor organization. The Waterfront Employers' Union entered into a contract with it for a five-year period on December 8, 1919. This contract remained in effect, and controlled industrial relations on the San Francisco waterfront with some changes and periodic renewal from that time until the strike of 1934.

The last renewal of this contract took place on December 8, 1933, at which time, while no changes were made in the working conditions, the regular hourly wage rate on normal cargo operations was increased from 75¢ to 85¢ an hour and overtime was increased from \$1.15 to \$1.25 per hour.¹⁰

The Waterfront Employers' Union was organized in 1914. It is a voluntary Association of employers of longshore labor in the port of San Fran-

(6) Ibid. p. 18. (7) Ibid. p. 19. (10) See Exhibit "A".

cisco. Its membership is made up of some, but not all, of the ship operating companies, both foreign and domestic, that serve this port, and of some, but not all, of the contracting stevedores and stevedoring companies whose sole business is loading and unloading of vessels in the San Francisco Bay area. It was formed for the sole purpose of dealing with questions arising in connection with longshore labor, is not authorized by its constitution to deal with any other questions and has never dealt with questions affecting the conditions of workers employed in maritime occupation other than actual longshore operations.11

The International Longshoremen's Association is a regular International Union affiliated with the American Federation of Labor and having local or district organizations in all principal ports of the United States. It claims jurisdiction over all longshore labor and also has included in its claims jurisdiction over other dock employees such as clerks, checkers, etc. Its headquarters are in New York City.

The Longshoremen's Association of San Francisco and Bay District, familiarly known as the "Blue Book" carried on an unbroken record of collective bargaining with its employers from its organization in 1919 until the inception of the 1934 waterfront strike. It was charged at various times during this period, that this Association was a company union. In this connection, however, it should be noted that the Longshoremen's Association of San Francisco was officially admitted as a bona fide union to the San Francisco

Labor Council on November 27, 1927.12 The Association elected its delegates to the San Francisco Labor Council until May, 1931.

At about this time the International Longshoremen's Association filed a protest with the San Francisco Labor Council objecting to the seating of delegates from the Longshoremen's Association of San Francisco on the ground that the latter organization was not a local union of a chartered union affiliated with the American Federation of Labor. Therefore, according to this protest, the presence of delegates from the Longshoremen's Association of San Francisco in the San Francisco Labor Council was contrary to the constitution of the American Federation of Labor which forbids the seating of delegates in city central bodies from any organization not affiliated with a chartered union of the Federation. With the refusal of the local group to affiliate with the International Longshoremen's Association, the delegates from the Longshoremen's Association of San Francisco withdrew from the San Francisco Labor Council 13 In this connection it is interesting to note that the protest was probably intended to force the Longshoremen's Association of San Francisco to apply for an I. L. A. Charter.14 As a matter of fact this proposal was seriously considered by the "Blue Book" and would probably have been consummated had it not been for the active opposition of some of the "Blue Book" officers and a few of the members of the Waterfront Employers' Union. Other members of the latter organization were, however, in sym-

The Pacific Coast Longshoremen's Strike of 1934. Statement of Thomas G. Plant, President of the Waterfront Employers' Union of San Francisco to the National Longshoremen's Board, July 11, 1934. Published by Waterfront Employers' Union, p. 4.
Labor Clarion, official journal S. F. Labor Council, Vol. XXVI, No. 48, Dec. 30, 1927, p. 6; Vol. XXVII, No. 11, April 13, 1928, p. 4. Personal communication from Longshoremen's Association of San Francisco, July 24, 1934.
Labor Clarion, Vol. XXX, No. 16, May 22, 1931, p. 10.
Statement of Joseph P. Ryan, President I. L. A. to writer, June 14, 1934.

pathy with the plan for I. L. A. affiliation by the "Blue Book."15

Shortly after the approval of the National Industrial Recovery Act, the International Longshoremen's Association, which to all intents and purposes had not been represented on the San Francisco waterfront since 1919, sent organizers into San Francisco for the purpose of re-establishing itself. Simultaneously organizers were sent into other Pacific Coast ports. By September a sufficient number of members had been secured to obtain a charter from the International Longshoremen's Association and a local, known as Local 38-79 International Longshoremen's Association, was chartered in that month, with Lee J. Holman as its president.10 About the same time the Pacific Coast District organization was set up with William J. Lewis as its president. It is understood that this district organization was given practical, if not complete, autonomy by the general headquarters of the International Longshoremen's Association.

Early in September, 1933, the officers of the International Longshoremen's Association filed a complaint before the local NRA officials. This complaint was directed against the Longshoremen's Association of San Francisco and contained two charges: first, that the Longshoremen's Association of San Francisco was a company union, and second, that Section 7(a) of the National Industrial Recovery Act was being violated inasmuch as stevedores could not obtain employment on the San Francisco waterfront without becoming members of the Longshoremen's Association of San Francisco. In other words, at this time, the International Longshore-

men's Association requested the opportunity to permit its members to work under what would be tantamount to open shop conditions and objected strenuously to the preferential union contract existing between the Waterfront Employers' Union and the Longshoremen's Association of San Francisco. A special Board was appointed by George Creel, Chairman of the District Recovery Board, to examine and report on these complaints.

This Board, in rendering its report, under date of September 2, 1933, stated, in effect, that while it was without jurisdiction, the first charge that the Longshoremen's Association of San Francisco was a company union was without foundation but that the second charge, relative to discrimination, was borne out by testimony. It recommended that the waterfront of San Francisco should be open to workers without regard to their affiliation.17 One of the members of the Board was John A. O'Connell, Secretary of the San Francisco Labor Council, thus apparently placing on these findings the stamp of approval of organized labor in San Francisco.

No further difficulty occurred on the San Francisco waterfront until early in October, 1933. At that time four stevedores were discharged by the Matson Navigation Company. It was claimed by these men that their discharge was due to the fact that they were members of the International Longshoremen's Association. After some unsuccessful negotiations looking toward their reinstatement a strike took place, on October 11th, affecting only the docks of the Matson Navigation Company and involving approximately 150 men. Non-union

 ⁽¹⁵⁾ Statement of T. G. Plant, President Waterfront Employers' Union, to writer.
(16) Labor Clarion, Vol. XXXII, No. 34, September 22, 1933, p. 10.
(17) See Exhibit "B".