

Arbitration Award 04/06/1939

In the Matter of a Controversy

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IN THE MATTER OF A CONTROVERSY
BETWEEN
INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION,
DISTRICT NO. 1,
COMPLAINANTS,
AND
WATERFRONT EMPLOYERS ASSOCIATION,
RESPONDENTS

Involving the issue as to whether the union's dispute with the
Alaska Steamship Company over the hiring of gang bosses or hatch bosses
in the Seattle Harbor should be referred to local or coastwide arbitration.

ARBITRATOR'S AWARD

Mr. Harry Bridges WAYNE L. MORSE
Mr. H.P. Melnikow Coastwide Arbitrator
For Complainants

Mr. Gregory Harrison
For Respondents

Eugene, Oregon
April 6, 1939

ARBITRATION AWARD

1.FACTS

The facts of this case disclose that at a meeting of the Labor Relations Committee of the Port of Seattle, held on February 25, 1939, the union representatives submitted the following motion for vote, "that the matter of the Alaska Steamship Company of Seattle violating the longshore agreement by hiring gang bosses or hatch bosses without preference for ILWU members and without dispatching through the hiring hall be referred to local arbitration." The union representatives voted for the motion and the employer representatives voted against it. It appears from the record that the controversy involved an issue of coastwide significance and that the matter should, therefore, be arbitrated on a coastwide basis.

Immediately following the meeting of the Labor Relations Committee of the Port of Seattle, the union through its president, Mr. Harry R. Bridges, requested the coastwide arbitrator to hold a hearing on the issue as to whether the union's controversy with the Alaska Steamship Company over the hiring of gang bosses or hatch bosses should be arbitrated on a local or on a coastwide basis. The union's request complied with the rules of procedure governing hearings to be called by the coastwide arbitrator, said rules having been adopted by the parties to the agreement on February 10, 1939. Therefore, pursuant to the union's request, an arbitration hearing was held in San Francisco, California, on March 7, 1939, at which hearing both parties presented evidence, testimony, and arguments in support of their respective positions. This award rests upon the transcript and record made at that arbitration hearing.

II.ISSUE

Does the controversy between the Alaska Steamship Company and the union over the hiring of gang bosses or hatch bosses by the company involve a coastwide arbitration issue?

III.DECISION

It is the opinion of the arbitrator that there is inherent in this dispute a basic interpretation of the agreement of October 1, 1938, and therefore the dispute should be arbitrated upon a coastwide basis. Section 9 of the agreement of October 1, 1938, provides in part that "In the event that any Labor Relations Committee or the parties hereto fail to agree on any question involving a basic

interpretation of this agreement or any other question of mutual concern not covered by this contract relating to the industry on a Coastwide basis, such question, at the request of either party, shall be referred for decision to such Coast arbitrator.... The Coast arbitrator shall have the power to determine whether any question in dispute involves a basic interpretation of the agreement and if the dispute in question is one of mutual concern relating to the industry and not covered by the agreement, whether it is of Coastwide or local application."

Section 1 of the agreement of October 1, 1938, provides that "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, side runners, front men, jitney drivers, lift jitney drivers, and any other person doing longshore work as defined in this section."

It is clear that when the controversy over the hiring of the so-called "gang bosses" or "hatch bosses" or "assistant foremen" by the Alaska Steamship Company of Seattle is arbitrated upon its merits, it will be necessary for the arbitrator to determine whether the work performed by the men involved is covered by any of the classifications or definitions of longshore work set out in Section 1 of the agreement of October 1, 1938. Such a determination will necessarily involve a consideration of the definition of longshore work itself. No question could involve a more basic interpretation of the agreement of October 1, 1938.

It is true, as counsel for the union pointed out in argument, the controversy has thus far been localized to the Port of Seattle, because apparently the Alaska Steamship Company is the only company at the present time which employs a group of men falling within the classification under dispute. However, that fact does not make the issue a local one rather than a coastwide question, because when the matter is considered upon its merits the arbitrator will have to determine whether the nature of the work performed by the men in dispute is longshore work. His ruling upon that point will necessarily be of coastwide application covering any and all other instances in which other companies have now or may in the future create similar job classifications for men ordered to perform the same or similar work.

Therefore, in the interests of applying section 1 of the agreement of October 1, 1938, uniformly to all the ports covered by the agreement, this dispute should be arbitrated on its merits before the coastwide arbitrator, especially in view of the fact that it involves a basic interpretation as to what is and what is not longshore work.

Both parties to the dispute at the hearing on March 7, 1939, relied to some extent upon an arbitration award of Arbitrator Quinn for the Port of Eureka, said decision rendered on April 1, 1935, involving the position of a foreman-timekeeper, and an award by Judge M.C. Sloss relating to walking bosses, dated March 28, 1935. This arbitrator does not consider the two above mentioned awards applicable to the instant case. This conclusion is reached because of vital differences in the fact situations involved in the cases, and also because the instant controversy when arbitrated on its merits must be heard in accordance with new section 9 of the agreement of October 1, 1938, which specifically provides that any question involving a basic interpretation of the agreement must be referred for decision to the coast arbitrator.

Therefore, the arbitrator rules that the union's dispute with the Alaska Steamship Company over the hiring of hatch bosses must be referred under the agreement of October 1, 1938, to the coast arbitrator, if, and when, it is submitted to arbitration.

Respectfully submitted,

(Signed) WAYNE L. MORSE

Coastwide Arbitrator