

## Arbitrator's Decision 08/28/1939 Long Beach Hiring Hall/San Diego Steam Schooners

### IN ARBITRATION PROCEEDINGS

In the Matter of Controversy

Between

WATERFRONT EMPLOYERS ASSOCIATION,  
Complainants,

And

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, DISTRICT #1,  
Respondents.

Involving jurisdiction of Coastwise or Local Arbitrator to hear issue of employers' desire to establish a Branch Hiring Hall in Long Beach, California,

And

Involving jurisdiction of Coastwise or Local Arbitrator of Coastwise or Local Arbitrator to hear dispute arising in San Diego with regard to the division of cargo-handling on board steam schooners.

Room 720, Federal Reserve Bank Building

San Francisco, California

August 28, 1939. 9:30 A.M.

BEFORE:

WAYNE L. MORSE, Esq., Coastwise Arbitrator

PRESENT:

E. H. FITZGERALD, Commissioner of Conciliation, Department of Labor

APPEARANCES:

GREGORY HARRISON, Esq. And F. P. FOISIE, Esq., appearing on behalf of the Complainants.

PACIFIC COAST LABOR BUREAU, H.P. MELNIKOW, Esq., Director; By H.P. Melinkow, Esq. And behalf of the Respondents.

GERMAIN J. BULCKE, President, International Longshoremen's and Warehousemen's Union, Local 1-10

### PROCEEDINGS

THE ARBITRATOR: The hearing will come to order.

Before we proceed with any other item of business, the Arbitrator wishes to dispose of the ruling in regard to whether or not the formation of a branch hiring hall at Long Beach is a coastwide or a local issue. After he reads his brief decision on that point he will ask the parties what their pleasure is in regard to the proposed stipulation concerning the dispute in San Diego over the handling of cargo on steam schooners.

### DECISION

THE ARBITRATOR: It is the opinion of the Arbitrator that the dispute over the establishment of the branch hiring hall at Long Beach, California involves a coastwide issue.

Under Section 4 of the Agreement of October 1, 1938 it is provided that:

"The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union, Pacific Coast District Number One, and the respective employers associations."

Central hiring halls are to be maintained by the parties in the ports of Seattle, Portland, San Francisco and Los Angeles, with such branch halls as the Labor Relations Committee provided for in Section 9, shall decide.

Thus, it is clear that the Union and the Employers Association agreed that the Labor Relations Committee of the respective ports shall decide as to whether or not a branch hiring hall shall be established in a given port. However, referring the matter to the Labor Relations Committee of the Port for decision does not make that matter necessarily a local issue. A reading of Section 9, which provides for the creation of a labor relations committee in the several ports shows that the parties intended that the Labor Relations Committee should have the right to consider both local and coastwide problems. However, when disagreements over such problems are reached in the Committee it is clear that the parties intended that local issues should be submitted to the Local Arbitrator and basic issues to the Coast Arbitrator.

The Arbitrator is satisfied that the establishment of joint hiring halls and the determination of the policies governing the same are matters of great importance and concern to the District officers of the Union and to the district officers of the Employers Association. He believes that the Matter raises one of those basic issues which the parties intended should come within the jurisdiction of the Coast Arbitrator and, therefore, he rules accordingly.

Respectfully submitted.

THE ARBITRATOR: The other matter is over the San Diego dispute, and Mr. Harrison, on behalf of the Employers, said Friday that he would be willing to stipulate that it raised a coastwide issue, and Mr. Melnikow was to report this morning as to whether or not the Union would join in that stipulation.

MR. DAVIS: Again, Mr. Arbitrator, we have had no official instructions from the District, so we are not prepared to report on that, to give you an answer on that stipulation. However, we can receive word today and we can let you know in the course of the day. We are prepared this morning to go ahead on other matters and we had not expected to have to go ahead on this issue.

MR. HARRISON: It is already done. We are not going ahead on this. The matter has already been argued and submitted. It is a question of answering whether the stipulation will be entered into.

THE ARBITRATOR: There is a full case in on the issue and the arbitrator ruled last Friday. Pending a statement from Mr. Melnikow this morning he would hold open the question, but that if the Union or the Employers were unable to agree as to the stipulation the Arbitrator would this morning rule on its merits.

The Arbitrator has given very careful consideration to the transcript over the weekend and he is prepared to rule on the merits.

The Arbitrator's ruling is that the dispute in San Diego likewise involves a coastwide issue, because the question in regard to the relationship between longshoremen and the crews of steam schooners is certainly basic in the same sense that the question over the hiring halls is basic. It is one of those broad, basic questions that involves the rights of the Employers and the Union under this agreement up and down the Coast and, therefore, his ruling is that that issue, likewise, should be heard before the Coastwide Arbitrator.

(Short interruption for other arbitrable matters.)

THE ARBITRATOR: Before we adjourn I wish to refer to the San Diego matter. I should like to have the reporter read to Mr. Melnikow what was said in the record following my reading of the Award in connection with the establishment of the branch hiring hall at Long Beach. I do this for the benefit of Mr. Melnikow and the Arbitrator because I wish to be certain as to whether or not I misunderstood the procedure this morning.

(The portion of the record referred to was read by the Reporter, beginning on page 40, line 1, and ending on page 41, line 8.)

THE ARBITRATOR: That is all that is in the record prior to your coming.

MR. MELNIKOW: I am sorry, Mr. Arbitrator. If there has been any slip-up it is because of a misunderstanding between Mr. Davis and myself. I did get the instructions Saturday on the matter and we were prepared to take up a stipulation with the other side to see if we could work out one that would be satisfactory to both sides.

We do not believe that the matter is coastwide because in this Port, in which you are Local Arbitrator, it was handled as a local matter and not as a coastwide matter. I think in eleven other cases it has been handled as a local matter. We believe that it can be made a coastwide issue only by stipulation. We believe further that before we enter into such a stipulation it will be necessary to clarify the situation as to the effect that any award by the Coast Arbitrator might have on the decisions heretofore made on the same subject by local arbitrators. There have been, I think twelve or thirteen of them. I believe that both parties ought to go into this thing with their eyes wide open.

I do not know whether that will make any change in your position or not. I do not know whether you wish to give the two parties a chance to get together on the matter. As a practical matter it would be much more satisfactory if, instead of rendering a decision which might or might not be out before the expiration of this particular Agreement on September 30 (and even then there will be some question about it) the two parties, if possible, could get together. Some such suggestion was made, but I heard nothing from Mr. Foisie. Perhaps he expected me to get in touch with him, but I thought he was going to get in touch with me.

In the absence of a stipulation I must point out the issue was clearly intended, not only by the wording of the Agreement, but also by the contract of the parties ever since the Agreement was written.

That is our position in the matter. However, we are perfectly willing to see if we can get together, in view of the peculiar circumstances in Southern California, with the Employers and work out something that would be mutually satisfactory and might be of more durable quality than something which would expire on September 30.

THE ARBITRATOR: The Arbitrator wishes to make two comments on the matter, Mr. Melnikow:

1. He wishes to make clear that it has already been established in decisions that presentation of a matter to the Coast Arbitrator does not necessarily mean that the decision of the Coast Arbitrator must be in such a form as to permit of uniform application up and down the coast in regard to the matter before him. It is to be expected that ordinarily that will be the result. But this Arbitrator has ruled on former occasions that the Coast arbitrator has the right to take into account a local situation and to take into account local understandings. That was involved, for example, in the liftboard case.
2. As I said last Friday, I have no way of knowing what effect the award of local arbitrators in regard to this so-called steam schooner question may have in the issue presented to me under this ruling. That will simply have to be determined when the record is in. We shall have to stand on the record.

I shall now make a third point: That the Employers, in accordance with the Agreement, submitted this issue to the Arbitrator, as they had a right to do, with respect to whether the Arbitrator believed it to be a local or coastwide matter. We heard the issue Friday. It was my understanding that the case was in, subject to any stipulation into which you gentlemen might enter. In the absence of such stipulation, it was my understanding that I would rule on Monday morning.

I think that is on the last page of the transcript of last Friday.

No stipulation was presented to me this morning; the Employers requested the ruling, and I have ruled.

The Arbitrator is of the opinion that it is a coastwide issue. Counsel may disagree with that conclusion, but that is my honest judgement in the premises. That judgement will have to stand, subject to any agreement that you gentlemen might enter into by way of stipulation as far as changing it. If you gentlemen come before me and say "By stipulation we would like to have the so-called steam schooner issue limited as follows, or tried as follows" I shall respect the stipulation unless I feel it violates some obligation of my own under the Agreement. But, pending any such stipulation as that, it must be understood between you gentlemen here and now that my ruling is that the San Diego steam schooner issue raises a coastwide matter.

MR. MELNIKOW: We shall accept that, Mr. Arbitrator, and we shall consult with the people in San Diego as to the best method of presenting the case to you.

THE ARBITRATOR: We stand adjourned.

HEARING CONCLUDED