NATIONAL EMERGENCY DISPUTES

LABOR MANAGEMENT RELATIONS (TAFT-HARTLEY) ACT 1947-68

Bulletin No. 1633

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

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September 1969

U.S. DEPARTMENT OF LABOR
George P. Shultz, Secretary

BUREAU OF LABOR STATISTICS
Geoffrey H. Moore, Commissioner

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Preface

This bulletin provides a chronological account of the unresolved issues that resulted in work stoppages of sufficient importance to warrant the use of the national emergency procedures in the Labor Management Relations Act of 1947 (Sections 206-210), of the efforts made by the parties and Federal officials to resolve these differences, and of the actions of the Emergency Boards appointed to investigate the disputes and prepare findings. The information included here updates Bulletin 1482, issued in early 1966, to include all national emergency disputes starting prior to January 1969.

Appendixes appearing in the earlier bulletin have been expanded, and a new appendix has been added. Appendix A reproduces the national emergency sections (Sections 206-210) of the Labor Management Relations (Taft-Hartely) Act. Appendix B presents the highlights of each of the 29 disputes, and Appendix C contains a selected bibliography on national emergency disputes.

This bulletin was prepared in the Bureau's Division of Industrial Relations, Office of Wages and Industrial Relations. The cooperation of the Federal Mediation and Conciliation Service in reviewing the chronology of particular disputes is gratefully acknowledged.

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National Emergency Disputes Under the Labor Management Relations (Taft-Hartley) Act, 1947—68

Introduction

Since enactment of the Labor Management Relations (Taft-Hartley) Act[1] in 1947, the existence of serious labor disputes has required each President to invoke its national emergency provisions. Over a period of more than two decades since the act was passed, this machinery has been implemented in 29 cases and has involved directly approximately 2 million workers. Reflecting the conditions that prompted passage of the act, the emergency provisions were used in seven disputes in the first year after its passage. Subsequently, disputes have occurred at least once every year, except in 1955, 1958, 1960, and 1965.[2]

The act requires the President to appoint a Board of Inquiry when, in his opinion, the impact of an actual or threatened strike is of sufficient severity to "imperil the national health or safety." Upon appointment, the Board is required to investigate the issues in dispute, marshal relevant facts, and report to the President.[3] An initial report has been prepared in every dispute, except one in the telephone industry in 1948 when a settlement was imminent. The time required by the Boards to complete their investigations and submit initial reports have ranged from less than 1 day in the 1968 longshoreman's dispute to 24 days in the 1948 meatpacking dispute. In the five most recent disputes, these Boards have completed their investigation in less than a day in all but one affecting the Pacific shipbuilding industry.

Upon receipt of the report, the President may direct the Attorney General to seek an 80-day injunction from a Federal district court to prevent or end the strike. Petitions for an injunction were presented by the Attorney General and granted by the Court in 25 cases.[4] These court orders were effective in halting or preventing strikes in all but the 1949-50 bituminous coal dispute. Included among the 25 cases are (1) a 1948 bituminous coal mining dispute where the workers returned to their jobs 3 weeks after a temporary restraining order had been issued; (2) a 1954 atomic energy walkout that had been halted voluntarily before the injunction was issued; (3) a 1962-63 aircraft-aerospace strike that also was terminated prior to the issuance of an injuction; and (4) strike threats in atomic energy in 1948 and in aircraft-aerospace in 1963. Injunctions were not sought in the 1948 meatpacking dispute, despite a lengthy stoppage, and in the following cases where workers did not leave their jobs: Bituminous coal (1948), telephone (1948), and atomic energy (1954).

Emergency procedures have been used in 21 cases, including two in which a voluntary return to work occurred prior to an injunction, which halted strikes already in progress (some as long as 4 months). The Government also chose this means to prevent four threatened strikes--in the maritime, longshore, atomic energy, and aerospace industries--but in two of them, stoppages occurred after the injunction had expired. Injunctions were not used in four cases--in three, no strike in effect or no stoppage was threatened. The fourth situation was classified as not falling within the criteria requiring an injunction.

Thus, strikes occurred at one stage or more in 24 of the 29 national emergency disputes. These 24 stoppages directly affected 1.7 million workers who were idle for a total of 85 million man-days. Almost one-half of man-days lost resulted from the 1959 steel strike. The strike in the meatpacking industry was not considered sufficiently serious to warrant an injunction, although a Board of Inquiry was appointed which released a report. Of the remaining 23 disputes, 16 were settled without resort to further stoppages--13 during the "cooling off" period and the remainder after it had expired. A relatively small number (seven) of the disputes were settled after the "cooling off" period had been terminated and after a strike. All but one of the disputes in this category involved the steverdoring industry in Atlantic and Gulf Coast ports. Five

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[1] See appendix A.

[2] Two national emergency disputes occurred in the years 1954, 1959, 1966, and 1967; four occurred in 1962.

[3] These Boards have been composed of three members each in all disputes, except the 1948 maritime industry dispute. In this dispute, five members were appointed to facilitate hearings held simultaneously on both coasts.

[4] See appendix B.

Table 1. Strikes and Settlements in National Emergency Disputes, 1947-68

Strikes and settlements	Number of disputes	Number of workers [1]
Total	29	2,076,100
Settlements without strike	5	344,800
Settlements after strike	24	1,731,300
Within 80-day injunction period	13	1,316,600
After 80-day injunction:		
Without strike	3	15,700
After strike	[2] 7	316,000
No injunction issued	1	83,000
Strike occurred	24	1,731,300
Before 80-day injunction	16	1,332,300
After 80-day injunction	[2] 2	73,000
Before and after 80-day injunction	5	243,000
No injunction issued	1	83,000

[1] The number of workers refers to those in the bargaining unit or to those directly involved in the strike.

[2] 1 stoppage involved 6 maritime unions and the International Longshoremen's and Warehousemen's Union on the Atlantic, Gulf, and Pacific Coasts, and the Great Lakes. Settlements were reached for the Atlantic and Gulf Coasts and the Great Lakes during or immediately after the injunction period. The ILWU and several maritime unions struck on the Pacific Coast after the injunction had expired.

were a resumption of strikes that had been halted by injunctions. During the two decades the act has been in effect, nine agreements and two wage increases under reopenings were negotiated in this industry; failure to reach agreement has required the use of the Taft-Hartley emergency machinery seven times.

Although the national emergency provisions are limited to strikes that affect an entire or substantial proportion of an industry, 10 strikes in six industries involved less than 10,000 workers. The criteria for activating the national emergency provisions of the act were intended to limit their use, and has in fact done so. These standards eliminate from the provisions of the act the largest proportion of industries in the economy. The following table lists the industries in which disputes have been determined to imperil the national health or safety, as well as the number of disputes in which they have been involved. Over one-half of the emergency disputes since 1947 have occurred in three industries--stevedoring, aircraft-aerospace, and atomic energy.

Section 209 (b) of the act requires the President, after an injunction has been issued, to reconvene the Board. If the parties, assisted by the Federal Mediation and Conciliation Service, have not reached a settlement in 60 days, the Board is to report, among other items, on the employer's final offer. Final reports were prepared by 19 Boards. Within 15 days, the National Labor Relations Board is required to conduct a secret ballot to determine whether the employees affected wish to accept or reject this offer. Last offer votes were conducted following issuance of 15 of the final reports.[5] In 12 cases, the employer's proposal was rejected. In one other, the balloting was not completed before the end of the voting period; in the second election, the results were not certified because settlement was reached before the end of the voting period; and in the third, the results were not announced. An unusual situation existed in the 1966-67 Pacific Coast Shipbuilding Industry Dispute; an agreement had been concluded after the 80-day injunction period. By its

[5] Three of the final reports were issued after agreement was reached. In the fourth, the 1953-54 stevedoring dispute, the Board recommended that no "final offer" balloting be held.

Table 2. National Emergency Disputes by Industry, 1947–68

Industry	Number of disputes	Number of strikes [1]	Vote on employer's final offer		
			Number	Accepted	Rejected
Total	29	24	15	0	12
Stevedoring	7	7	5	0	5
Aircraft-aerospace	5	4	[2] 2	0	1
Atomic energy	4	2	3	0	3
Bituminous coal mining	3	2	-	-	-
Maritime	3	3	[3] 3	0	1
Nonferrous smelting	2	2	1	0	1
Meatpacking	1	1	-	-	-
Fabricated metals	1	1	-	-	-
Basic steel	1	1	1	0	1
Shipbuilding	1	1	-	-	-
Telephones	1	0	-	-	-

[1] Stoppages halted by an injunction and resumed after the injunction expired are counted as 1 strike.

[2] In 1 situation, vote was held, but results were not officially announced.

[3] In 1 election, the ballot was boycotted by 1 union and not completed by the other unions before the injunction was dissolved. In the second election, ballots were mailed, but the results were not certified because settlement was reached before the end of the voting period.

terms, the parties also had agreed to a ballot on the final offer, and this was accepted by the workers.

Following the holding of an election, the Attorney General must ask the Federal Court to terminate the injunction.

Finally, the statute requires the President to provide a "full and comprehensive" report of the proceedings to the Congress, with recommendations such as he may see fit to make. Presidential reports were submitted in four disputes: Atomic energy (1948), bituminous coal (1948),[6] nonferrous metals (1951), and maritime (1961).

Major developments in national emergency disputes from 1947 to the end of 1968 are described in sequence in the following pages.

[6] Two disputes were covered in a single report.

Boards of Inquiry Appointed 1947–68, Under National Emergency Provisions of the Labor Management Relations Act of 1947

1. Atomic Energy Dispute, 1948—Atomic Trades and Labor Council (AFL) v. Carbide and Carbon Chemicals Corp.

March 5, 1948	Board of Inquiry appointed by the President to investigate and report on the labor dispute at Oak Ridge National Laboratory over wage adjustments and retention of sick leave benefits. Members: John Lord O'Brian, New York and Washington attorney, chairman; C. Canby Balderston, Wharton School of Finance and Commerce, University of Pennsylvania; and Stanley F. Teele, Harvard Graduate School of Business Administration.
March 15	First report of the Board submitted to the President. The Board found that the issues in dispute remained unsettled and the threat of strike was unaltered.
March 19	Department of Justice requested and obtained injunction from the U.S. District Court of East Tennessee.
March 24	Board of Inquiry reconvened by the President.
May 18	Second report of the Board submitted to the President. It contained a statement of the employer's "last offer" and stated that the positions of the parties remained unaltered and the dispute unsettled.
June 1–2	The National Labor Relations Board conducted a secret ballot to ascertain whether workers wished to accept the final offer of the employer. By a vote of 771 to 26 the employer's last offer was rejected.
June 11	Injunction dissolved by court, upon motion of the Attorney General.
June 15	The parties reached agreement on the terms of a new contract which granted workers wage increases ranging from $6^1/_2$ to $40^1/_2$ cents an hour, retroactive to December 18, 1947, and sick leave benefits varying in amount according to length of service.
June 18	The President reported to Congress on the dispute and recommended that a special study be made of the problem of peaceful and orderly settlement of labor disputes in Government-owned, privately operated atomic energy installations. He proposed establishment of a commission to study possible need of special legislation to avert labor shutdowns in such plants. The members of the commission were to be appointed with the advice of the Atomic Energy Commission and the Joint Committee on Atomic Energy.

2. Meatpacking Dispute, 1948—United Packinghouse Workers (CIO) v. five major meatpacking firms

March 15, 1948	Board of Inquiry appointed by the President to investigate the dispute in the meatpacking industry over the union's demand for increased wages. Members of the Board: Nathan P. Feinsinger, University of Wisconsin Law School, chairman; Pearce Davis, Department of Business and Economics, Illinois Institute of Technology; and Walter V. Schaefer, Northwestern University Law School.

2. Meatpacking Dispute, 1948—United Packinghouse Workers (CIO) v. five major meatpacking firms—Continued

March 16, 1948	Strike began in plants of the 5 companies in 20 States. Approximately 83,000 workers were involved.
April 8	Report of the Board setting forth and analyzing the positions of the parties, submitted to the President.
May 21	Strike was terminated at Swift, Armour, Cudahy, and Morrell plants following the union's acceptance of a 9-cent hourly wage increase.
June 5	Strike was ended at Wilson and Co. under approximately the same terms.

3. Bituminous Coal Miners' Pension Dispute, 1948—United Mine Workers of America (Ind.) v. bituminous coal mine operators

March 15, 1948	Work stoppage began. Within a few days approximately 320,000 workers were involved.
March 23	Board of Inquiry appointed by the President. Members of the Board: Federal Judge Sherman Minton, chairman; George W. Taylor, Wharton School of Finance and Commerce, University of Pennsylvania; Mark Ethridge, Louisville Courier Journal. Principal issue was the union's charge that employers had failed to "activate" a pension plan as provided for in the contract of July 1947.
March 31	Report of the Board submitted to the President. The Board found that action of the union president in the form of communications to officers and members of the union induced the miners to stop work in a concerted fashion and that the stoppage was not independent action by miners acting individually and separately.
April 3	Temporary restraining order issued by the U.S. District Court for the District of Columbia, effective for 10 days.
April 10	The Speaker of the House of Representatives suggested Senator Styles Bridges of New Hampshire as the neutral member of the board of trustees. This was acceptable to the union and industry representatives of the board of trustees.
April 12	Senator Bridges proposed a plan whereby pensions of $100 a month would be paid to those members of the union who, on and after May 29, 1946, had completed 20 years' service in the mines and had reached 62 years of age. This plan was adopted, the operators' trustee dissenting.
April 19	The court found John L. Lewis and the UMWA guilty of both criminal and civil contempt of court; fines of $20,000 against the union president and $1,400,000 against the union were levied on the basis of the criminal charges.
April 21	Eighty-day injunction issued in Washington, D.C., by Justice T. Alan Goldsborough forbidding continuance or resumption of a nationwide coal strike.
April 24–26	Most miners returned to work.
June 23	Court dissolved the injunction of April 21.
June 26	Final report submitted by Board.

4. Telephone Dispute, 1948—American Union of Telephone Workers (CIO) v. American Telephone and Telegraph Co.

May 18, 1948	Board of Inquiry appointed by the President. Members: Sumner H. Slichter of Harvard University, chairman; Charles A. Horsky, attorney, Washington, D.C.; and Aaron Horvitz, industrial relations expert, of New York City. Report to be made to the President by June 8. The principal issues were demands for increased wages and changes in working rules.
May 25	Formal hearings were scheduled to begin but were postponed until June 8.
June 4	The company and union signed a 21-month agreement which did not provide for a general wage increase but provided for improvements in working conditions and for the reopening of the wage question at any time.

5. Maritime Industry Dispute, Atlantic, Pacific, and Gulf Coasts, and Great Lakes, 1948—Maritime unions [1] v. shipping companies

June 3, 1948	Board of Inquiry appointed by the President. Members: Harry Shulman of Yale University Law School, chairman; Andrew Jackson, attorney, New York City; Arthur P. Allen, University of California Institute of Industrial Relations; Jesse Freidin, attorney, New York City; George Cheney, San Diego labor relations consultant. Principal issues were higher wages and retention of union hiring halls. Board hearings held concurrently in New York and San Francisco.
June 11	Report of the Board submitted to the President. It pointed out that the basic dispute (the question of retaining hiring halls) "arises from the amendment of the National Labor Relations Act by the Taft-Hartley Act."
June 14	Temporary restraining orders issued by Federal district courts in New York, San Francisco, and Cleveland.
June 22	Federal district courts in San Francisco and Cleveland issued second 10-day restraining orders.
June 23	The court in New York issued an 80-day injunction barring strikes of maritime workers on the Atlantic and Gulf Coasts.
June 30	The court in Cleveland issued an 80-day injunction covering the Great Lakes area.
July 2	The court in San Francisco issued an 80-day injunction covering the Pacific Coast area.
August 10	Some members of the Board reconvened in San Francisco.
August 11	Other members of the Board reconvened in New York.
August 14	Final report of the Board submitted to the President, including a statement of the employers' "last offer" of settlement.

See footnote at end of table.

5. Maritime Industry Dispute, Atlantic, Pacific, and Gulf Coasts, and Great Lakes, 1948—Maritime unions [1] v. shipping companies—Continued

August 18, 1948	National Maritime Union and shipping operators of Atlantic and Gulf Coasts reached an agreement providing for wage increases and retention of union hiring halls pending court rulings on their legality.
August 25	National Marine Engineers' Beneficial Association and Atlantic and Gulf Coast operators reached an agreement providing for wage increases, union hiring halls to be continued until their legal status determined by court action.
August 27	American Radio Association signed a new contract providing for wage increases and renewal of hiring hall provisions of old contract pending court ruling on their legality.
August 30–31	National Labor Relations Board conducted a secret ballot of West Coast employees on the question of accepting the employers' "last offer." The International Longshoremen's and Warehousemen's Union boycotted the balloting and did not vote; members of the other West Coast unions received ballots by mail.
September 1	The 80-day injunction covering the Atlantic and Gulf Coasts dissolved by court action.
September 2	The 80-day injunction covering the West Coast dissolved.
September 2	National Maritime Union and Great Lakes operators reached an agreement retaining the hiring-hall clauses, pending a final court decision on the issue.
September 2	Stoppage began at Pacific Coast ports over wage and hiring-hall issues. Approximately 28,000 longshoremen and ship crew members were directly involved.
November 25	Settlement reached between employers and ILWU (CIO), providing for wage increase of 15 cents an hour and retention of union hiring halls pending court rulings on their legality. Within the next few days, the other striking unions secured settlements varying among unions.

[1] International Longshoremen's and Warehousemen's Union (CIO); National Maritime Union (CIO); National Union of Marine Cooks and Stewards (CIO); National Marine Engineers' Beneficial Association (CIO); Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers' Association (Ind.); and American Radio Association (CIO). The International Brotherhood of Electrical Workers (AFL) through one of its locals, representing marine radio operators, was involved also.

6. Bituminous Coal Miners' Contract Dispute, 1948—United Mine Workers of America (Ind.) v. bituminous coal mine operators

June 19, 1948	Board of Inquiry appointed by the President to report on the coal contract dispute over wages and other conditions of employment. Members: David L. Cole, attorney, of Paterson, N.J., chairman; E. Wight Bakke of Yale University; Waldo E. Fisher of the University of Pennsylvania.

6. Bituminous Coal Miners Contract Dispute, 1948—United Mine Workers of America (Ind.) v. bituminous coal mine operators—Continued

June 24, 1948	Agreement covering commercial mines reached on a 1-year contract providing for a wage increase of $1 a day and for doubling the operators' payments into the welfare and retirement fund—from 10 to 20 cents a ton of coal mined.
June 26	Board reported to the President that the threat of a coal strike affecting the public interest had been averted. [1]

[1] The agreement negotiated with the commercial bituminous mine operations was not accepted by operators of "captive" mines. The union-shop clause was the issue in dispute. Approximately 42,000 employees of "captive" mines were on strike for about 9 days in July. Operators then accepted the union-shop clause with the proviso that it would be modified if court rulings required.

7. Dockworkers Dispute on the Atlantic Coast, 1948—International Longshoremen's Association (AFL) v. shipping companies

August 17, 1948	Board of Inquiry appointed by the President. Members: Saul Wallen, labor attorney, Boston, Mass., chairman; Joseph L. Miller, labor consultant, Washington, D.C.; Julius Kass, attorney, New York City. Principal issues were wage increases and application of overtime rates.
August 20	Report of the Board submitted to the President. It stated that the dispute over overtime payments had blocked negotiations and that agreement on other terms might be reached quickly if the overtime question could be resolved.
August 21	The Federal district court in New York issued a 10-day restraining order prohibiting strikes and lockouts by longshoremen and employers at Atlantic Coast ports.
August 24	Eighty-day injunction issued by the court. The effect of this was to prohibit strikes or lockouts until November 9.
August 26	The Board reconvened by the President.
October 21	Submission to the President of the Board's final report including a statement of the employers' "last offer" of settlement.
November 4–5	National Labor Relations Board conducted a poll of union members on the question of accepting employers' "last offer." The employees rejected the offer by a large majority.
November 9	Union officers and shipping representatives concluded an agreement providing for wage increases of 10 cents an hour in straight-time rates and 15 cents in overtime rates. Antistrike injunction dissolved by court action.
November 10	Sporadic stoppages developed along the coast as longshoremen voted to reject the agreement.
November 12	Majority of union locals rejected tentative agreement and an official strike was sanctioned by the union. Approximately 45,000 dockworkers from Maine to Virginia were involved.
November 25	Agreement reached, providing for a 13-cent hourly increase in straight-time rates, 19½ cents in overtime rates, a welfare plan, and improved vacation benefits.
November 28	After agreement was ratified by the membership, dockworkers returned to work.

8. Bituminous Coal Miners' Contract Dispute, 1949–50—United Mine Workers of America (Ind.) v. bituminous coal mine operators

September 19, 1949	Nationwide work stoppage of bituminous coal and anthracite miners began over terms of a new contract to replace the agreement which had expired June 30, 1949.
October 3	Anthracite and western bituminous coal miners returned to work but the remaining 320,000 bituminous coal miners stayed out until November 9. Subsequently, sporadic stoppages recurred in various bituminous coal fields.
First week of February 1950	Strikes again became general throughout the bituminous coal mining industry.
February 6	Board of Inquiry appointed by the President. Members: David L. Cole, lawyer of Paterson, N. J., chairman; W. Willard Wirtz, Northwestern University Law School; and John T. Dunlop, Harvard Graduate School of Business Administration. Principal union demands centered on increased employer payments to the union pension and welfare fund, wage increases, and a reduced workday. The mine operators sought to eliminate from the contract certain provisions, including the union-shop request, the "able and willing" to work clause, the clause permitting work stoppages during "memorial periods," and the provision limiting payments from pension and welfare funds to union members.
February 11	The Board reported that "this is basically a dispute . . . over the wage and welfare fund contribution issues. Behind the tactical maneuverings of the negotiators is fundamentally an issue of dollars and cents." Although nonwage matters were found to involve "issues of significant principle," the Board stated that "mutually acceptable terms covering these nonwage issues can be negotiated once the money issues are resolved." The Board's report, which noted that immediate settlement of the dispute was not likely, was followed on the same day by a Federal court injunction against the continuance of the strike.
February 20	Contempt proceedings were initiated against the union when the miners refused to return to work despite instructions from their president, on February 11 and again on February 17, calling for compliance with the court order.
March 2	The Federal district court in Washington, D. C., found the union not guilty on the ground that the Government had failed to produce sufficient evidence to support charges of either civil or criminal contempt.
March 3	President Truman asked Congress for special legislation to permit the Government to seize and operate the coal mines in view of the "dangerous" curtailment of coal production.
March 5	Conclusion of an agreement between the disputants in bituminous coal.[1] The settlement provided for increases of 70 cents in the basic daily wage and of 10 cents per ton—from 20 to 30 cents—in the employers' payments into the welfare and retirement fund; continuance of the union shop "to the extent . . . . . permitted by law"; limitation of "memorial period" stoppage to 5 days a year; and elimination of the "able and willing" clause. The new contract, effective until July 1, 1952, permitted reopening on wage questions after April 1, 1951.[2]

[1] An agreement covering the anthracite miners, patterned largely on the bituminous coal contract, was signed on March 9.

[2] The miners' agreement, like many other long-term contracts, was reopened before its scheduled date. By agreement reached in late January 1951, bituminous coal miners were granted a wage increase of 20 cents an hour and the termination date of the existing contract was changed to March 31, 1952. The contract was to continue after that date unless either the mine operators or the union should give 60 days' notice of termination.

9. Nonferrous Metals Dispute, 1951—International Union of Mine, Mill and Smelter Workers (Ind.) v. copper and other nonferrous metals industry

August 27, 1951	Nationwide strike called by the MMSW to enforce its wage and pension proposals. The strike halted virtually all copper production and curtailed substantially the production of zinc, lead, manganese, molybdenum, and tungsten. Several AFL unions and two railroad brotherhoods which were also involved in the dispute, did not directly engage in the strike but respected MMSW picket lines, bringing the total number idled to approximately 40,000. President Truman immediately referred the dispute to the Wage Stabilization Board for investigation and recommendations as to a settlement.
August 29	The MMSW rejected a WSB request that the strike be terminated as a condition to Board consideration of the issues in the dispute.
August 30	Board of Inquiry appointed by the President. Members: Ralph T. Seward, chairman, Pittsburgh, Pa., and G. Allen Dash, Philadelphia, Pa., arbitrators; Joseph L. Miller, industrial relations consultant, Washington, D.C.
August 31	The MMSW and the Kennecott Copper Co., largest producer in the industry, reached a settlement, retroactive to July 1, 1951. Terms included a general wage increase of 8 cents an hour, an average increase of 7 cents an hour to cover job rate revisions, and a company-paid pension plan estimated to cost $4\frac{1}{2}$ cents an hour. Wage scales were made subject to renegotiation after January 1, 1952. The other three major producers in the industry—Phelps Dodge Corp., American Smelting and Refining Co., and Anaconda Copper Mining Co.—rejected the Kennecott settlement pattern.
September 4	Report of the Board of Inquiry submitted to the President. The Board found that the strike was causing or aggravating critical shortages of vital materials and that its continuation posed a threat to the domestic economy and the national defense program. Thereupon, the President directed the Attorney General to seek a court injunction to halt the strike.
September 5	A temporary injunction, ordering the union to terminate the walkout, was issued by the Federal circuit court in Denver, Colo.—headquarters of the union.
September 6	The union ordered an immediate return to work; by September 10 the majority of workers had returned.
September 27	Settlement reached with the Phelps Dodge Corp., providing for an 8-cent general hourly wage increase, $7\frac{3}{4}$ cents an hour to cover job rate reclassifications plus 2 cents an hour for common labor, and $4\frac{1}{2}$ cents an hour for pensions.
October 9	Companywide agreement reached with the American Smelting and Refining Co., providing for an 8-cent general hourly wage increase, varying hourly adjustments to cover job rate reclassifications, a third week's vacation after 15 years' service, increased shift differentials, and a company-paid pension plan.
November 5	The Board of Inquiry reported that agreements had been concluded with Anaconda Copper Mining Co., another major producer, and with virtually all of the other firms that had been involved in the dispute.
November 20	"Last offer" ballots conducted by NLRB in plants of eight companies. Workers rejected the offer.

10. American Locomotive Co. Dispute, 1952—Alco Products Division Plant, Dunkirk, N. Y. v. United Steelworkers of America (CIO) [1]

August 29, 1952	Work stoppage that idled some 1,600 production, maintenance, and clerical workers began following the collapse of negotiations over the union's proposals for a union shop and a wage and fringe benefit "package" increase estimated to amount to about 21½ cents an hour, retroactive to February 1, 1952, the day following the expiration date of the previous agreement.
December 3	Board of Inquiry appointed by the President.[2] Members: Abraham J. Harris, chairman, and Philip Levy, attorneys, Washington, D.C.; and George Cheney, labor relations consultant, San Diego, Calif.
December 11	The Board reported to the President that the work stoppage was "immediately and seriously delaying the production of equipment and of fissionable materials essential for atomic weapons needed for the national defense," and that resumption of production was imperative if the atomic energy program was to meet its schedule. Following the Board's report, the President directed the Department of Justice to petition for an injunction against the strike.
December 12	A temporary restraining order, prohibiting continuation of the strike and directing a resumption of bargaining, was issued by the Federal district court in Buffalo, N. Y. The union immediately ordered a return to work; by December 15 most of the workers had returned.
December 29	An 80-day injunction, expiring March 2, 1953, was issued by the district court. The court rejected the Steelworkers' arguments challenging the constitutionality of the Taft-Hartley Act's "national emergency" provisions.
January 5, 1953	The Supreme Court denied the union's request for immediate review of the district court ruling.
February 20	A "memorandum of understanding" on basic settlement terms was announced by the Federal Mediation and Conciliation Service. It provided for a "package" increase in wage and other benefits estimated to amount to 16 cents an hour; a $150 lump-sum payment in lieu of retroactive pay for each employee who had worked 75 percent of the regularly scheduled working time since the previous contract expired, with proportionate payments to employees who had worked less than the required time; and a union shop with an "escape" provision.[3]
March 2	The union's appeal from the district court injunction was denied by the U. S. Circuit Court of Appeals in New York.

[1] The dispute at the Dunkirk plant was included in the President's certification to the Wage Stabilization Board, on December 22, 1951, of disputes involving basic steel companies and the Steelworkers. This dispute, however, was treated separately from the basic steel dispute. Subsequently, a separate WSB panel held extensive hearings in the Dunkirk dispute, but before it could formulate its recommendations, the Defense Production Act was amended, effective July 1, 1952, to abolish the Board's disputes authority.

[2] The Executive order establishing the Board did not apply to disputes involving the Steelworkers at the company's plants in Auburn and Schenectady, N.Y. (producers of diesel engines, Army tanks, and diesel locomotives). Approximately 1,000 production and clerical workers at the Auburn plant went on strike October 20, 1952. Two days later, about 6,800 production workers walked out at the Schenectady plant; some 500 office workers at the plant joined the strike on December 8. The walkouts were called to enforce demands similar to those involved in the dispute at the Dunkirk plant.

[3] The settlement covered the company's Auburn and Schenectady, N.Y., plants, as well as the Dunkirk, N.Y., plant. Following ratification of the settlement by union members at each of the three plants in late February and early March, separate agreements were reached on certain local issues and on distribution of the "package" adjustment among wage increases and fringe benefits. Employees on strike at the Auburn and Schenectady plants were back at work by March 2 and March 9, respectively.

11. Longshoremen's Dispute on the Atlantic Coast, 1953—International Longshoremen's Association (Ind.), International Longshoremen's Association (AFL) v. shipping and stevedoring companies

October 1, 1953	Work stoppage of 30,000 dockworkers began in Atlantic Coast ports after the New York Shipping Association and the ILA (Ind.) failed to agree on a new contract. A union rivalry dispute also existed, involving the ILA (Ind.) and the newly created ILA (AFL). Board of Inquiry appointed by the President. Members: David L. Cole, former director of the Federal Mediation and Conciliation Service, chairman; Dr. Harry J. Carman, dean emeritus of Columbia College at Columbia University, New York City, and a member of the New York State Mediation Service; Rev. Dennis J. Comey, S.J., director of the Institute of Industrial Relations, St. Joseph's College, Philadelphia, Pa.
October 5	Report of the Board submitted to the President stated that the impact of the stoppage was "extremely serious" and that the possibility of getting the men back to work through collective bargaining was remote. Following the Board's report, the President instructed the Attorney General to apply for a court injunction. A temporary 10-day restraining order was issued by Judge Edward Weinfeld in the U.S. District Court in New York City. The union immediately ordered a return to work; most of the longshoremen reported for work October 6.
October 15	The temporary injunction against the International Longshoremen's Association (Ind.) was extended 10 days to October 25. At the request of the Justice Department, it was broadened to include the rival longshoremen's union recently chartered by the AFL.
October 20	An 80-day injunction (expiring December 24) was issued in New York City by Judge Weinfeld barring any strike along the East Coast by the International Longshoremen's Association (Ind.).
October 22	The New York Shipping Association petitioned the National Labor Relations Board to conduct an immediate poll of the dockworkers in the Port of New York to determine whether they preferred representation by the International Longshoremen's Association (Ind.) or the new AFL International Longshoremen's Association.
October 23	Judge Weinfeld signed an order extending the 80-day injunction to the ILA (AFL) stating that the group was a party to the original dispute and that it was involved in the general collective bargaining situation.
October 26	The New York Shipping Association announced that it was resuming negotiations with the ILA (Ind.) at the request of the union, but that no agreement could be concluded until the NLRB determined which union was to be bargaining agent.
November 8	The Chairman of the New York Shipping Association urged President Eisenhower to direct the NLRB to expedite an election so that the employers could know, not later than December 1, with which union they were to deal.

11. Longshoremen's Dispute on the Atlantic Coast, 1953—International Longshoremen's Association (Ind.), International Longshoremen's Association (AFL) v. shipping and stevedoring companies—Continued

November 16, 1953	NLRB opened hearings on a representation election. The New York Shipping Association proposed that the Board call for a vote by all dockworkers in the Port of New York; the Longshoremen's Union (AFL) proposed that only longshoremen in that port be included; and the ILA (Ind.) proposed that all dockworkers from Maine to Virginia be declared eligible to vote in the election.
November 20	As the hearings continued, the ILA (AFL) filed with the NLRB unfair labor practice charges against both the New York Shipping Association and the ILA (Ind.). (The AFL union held that the Association had dominated and given financial assistance to the ILA (Ind.). It charged that the independent union had exacted money from the shipping group for services not performed.)
November 24	The NLRB set December 16 and 17 as the dates for a coastwide ballot on the question of accepting the employers' "last offer."
December 3	The Board of Inquiry reconvened in New York City. The New York Shipping Association reiterated its "last offer."
December 4	The Board of Inquiry reported to the President that a strike was likely to occur December 24 at the expiration of the injunction. The Board stated that the issue of union representation overshadowed all others. It also stated that any "last offer" of the employers would probably be rejected.
December 11	The NLRB canceled the scheduled referendum on the employers' "last offer."
December 17	The NLRB scheduled a representation election for December 22 and 23, to include longshoremen and other dockworkers in the Port of New York; but excluded those who had worked fewer than 700 hours in the year ending September 30, 1953, as well as those who had not registered for employment as required in New York and New Jersey.[1]
December 24	Outcome of election held December 22 and 23 was announced as 9,060 votes for ILA (Ind.), 7,568 for ILA (AFL), 95 for no union, and 4,405 challenged.
December 31	AFL President George Meany petitioned to NLRB to set aside the election, charging violence and intimidation against AFL members by the rival union.[2]

[1] Under bi-State legislation enacted in June 1953, which was designed to deal with waterfront corruption, the Waterfront Commission of New York Harbor took control of longshore hiring in the port on December 1, 1953.

[2] On April 1, 1954, the NLRB invalidated the December representation election and ordered a new election.

Summary of Developments in 1954

A brief summary of major 1954 developments completing the history of this prolonged dispute follows. These events involved further action by the National Labor Relations Board and the courts, but did not result in a reinvocation of the national emergency provisions of the Labor Management Relations (Taft-Hartley) Act.

The New York waterfront dispute between the old ILA and the new AFL union continued in early 1954. The AFL union petitioned the NLRB to set aside the representation election on the ground that coercion and intimidation had prevented a free expression of the workers' will.

Unfair labor practice charges were filed by the ILA (Ind.) against Governor Dewey and AFL President George Meany, with the basic complaint that they had conspired to interfere with free choice in the representation election. The NLRB regional director in New York City, on January 11, recommended that the Board void the election. On February 17, the NLRB ordered a full hearing on charges of intimidation in the New York waterfront election.

In February, also, members of the ILA (Ind.) refused to work on the Moore McCormack Lines pier in New York because an ILA (AFL) shop steward was employed. Subsequently, this pier was picketed by members of the ILA (AFL) after the steward was dismissed. Members of the Teamsters Union (AFL) refused to cross the picket line. In retaliation, the ILA (Ind.) declared a boycott of all truck freight handled by the Teamsters union, which, in turn, picketed the docks.

The NLRB on March 4 obtained a temporary Federal court restraining order, under the secondary boycott provisions of the Taft-Hartley Act, directing the ILA (Ind.) and eight of its New York and New Jersey locals to avoid strikes or other interference with the loading or unloading of trucks at the piers. Members of this union stopped all work in the New York port on the following day in defiance of the court order. This work stoppage continued into early April.

The Army, on March 16, began hiring dockworkers, under civil service rules, to load troop and cargo ships. Several thousand members of the ILA (AFL) reported for work at other piers assured of police protection. However, the stoppage remained portwide most of the month, with occasional violent clashes between members of the two longshore unions.

The New York Shipping Association, on March 25, offered a 10-cent hourly package increase, retroactive to October 1, 1953, to all longshoremen who returned to their jobs by the end of the month. However, the offer failed to induce a general back-to-work movement.

On April 1, the NLRB set aside the December 1953 representation election and ordered a new poll. The Board indicated that the ILA (Ind.) would be omitted from the ballot if it did not cease "conduct designed to thwart or abuse processes of the Board." The New York State Supreme Court, on April 2, also ordered the union to call off the strike, and the union's president instructed his members to return to their jobs.

A Federal district court judge in May levied fines of $50,000 on the national ILA (Ind.) and smaller amounts on eight of its locals, and sentenced three local officers to prison terms for contempt of court. (The NLRB had petitioned the court for contempt action after the March stoppage occurred in defiance of the March 4 injunction.) The court granted the petition sought by the Department of Justice to put the union into receivership to improve the Government's chances of collecting the fines.

The second NLRB election was held on May 26 with the following results: ILA (Ind.) 9,110 votes; ILA (AFL) 8,791; neither union 51; voided 49; and challenged 1,797.

On August 27, 1954, after nearly a year of bitter struggle, the ILA (Ind.) was certified by the NLRB as collective bargaining agent for longshoremen in the Port of New York. During this interval no formal contract existed covering longshore operations in the port.

Summary of Developments in 1954—Continued

Early in September, the ILA (Ind.) began negotiations with the New York Shipping Association. Initial demands included a wage increase of 10 cents an hour and a 3-cent increase in health and welfare contributions, both retroactive to October 1, 1953. Later in the month, the union lowered its demands for retroactive increases to 8 cents in direct wages and 2 cents in welfare fund contributions. The union sought to limit initial negotiations to the settlement of the retroactivity but the association contended that demands could not be separated from negotiations for a new contract and the appointment of a working arbitrator to handle "quickie" strikes in the port.

A 2-day strike of 25,000 New York dockworkers ended October 6 after the New York Shipping Association agreed to give the longshoremen an 8-cent hourly wage increase retroactive to October 1, 1953. In turn, the independent longshoremen's union pledged not to strike again for 45 days, pending negotiations on a new contract.

On December 31, agreement was reached on a new 2-year contract, which was ratified by rank-and-file union members on January 5, 1955. The new contract included provisions for a union shop; a 7-cent hourly wage increase retroactive to October 1, 1954, with an additional 6 cents in October 1955; and a liberalized pension and welfare plan.

12. Atomic Energy Dispute, 1954—Carbide and Carbon Chemicals Co., a Division of Union Carbide and Carbon Corp. v. United Gas, Coke and Chemical Workers (CIO) [1]

July 6, 1954	Board of Inquiry appointed by the President to investigate and report on the labor dispute at Oak Ridge, Tenn., and Paducah, Ky., facilities of the Atomic Energy Commission. The issue was the amount of a proposed across-the-board wage increase. Members: T. Keith Glennan, president of the Case Institute of Technology, chairman; John F. Floberg, attorney, Washington, D. C.; Paul H. Sanders, professor of law at Vanderbilt University.
July 7	Work stoppage involving 4,500 production workers represented by the United Gas, Coke and Chemical Workers (CIO), at Oak Ridge, Tenn., and Paducah, Ky., began with the rejection of a 6-cent hourly across-the-board wage increase previously recommended by the Atomic Energy Labor Management Relations Panel. The employer had agreed to the wage increase.
July 9	The Secretary of Labor and union officials proposed a Government review of housing, health, and community facilities and other problems affecting the welfare of the workers and their families. The Secretary of Labor also announced that a study would be initiated to seek improvement of labor management relations in the atomic energy field.
July 10	The Board reported to the President that a "state of crisis" had not been reached but that it seemed inevitable if the strike continued. The workers returned to their jobs that day and the Government postponed obtaining an 80-day injunction.
August 11	Temporary restraining order, effective for 10 days, issued by the Federal district court in Knoxville, Tenn., to avert a threatened strike.

See footnote at end of table.

12. Atomic Energy Dispute, 1954—Carbide and Carbon Chemicals Co., a Division of Union Carbide and Carbon Corp. v. United Gas, Coke and Chemical Workers (CIO)[1]—Continued

October 11, 1954	Board of Inquiry reported to the President that the views of the employer and the union remained unchanged.
October 21–22	The NLRB conducted a secret ballot of employees on the acceptance or rejection of the employer's "last offer" of a 6-cent hourly wage increase effective April 15, 1954. The workers voted to reject the offer.
October 30	The 80-day injunction was dissolved.
November 7	Agreement reached on across-the-board wage increase of 6 cents an hour effective April 15, 1954, and an additional 4 cents, effective January 15, 1955. Holiday pay practice was adjusted to permit the observance of certain recognized holidays on Friday when they fall on Saturday.

[1] There were two separate disputes affecting employees of the Carbide and Carbon Chemicals Co. (See No. 13.) Although the members of the Board of Inquiry were identical in each case, the Boards were created by separate Executive orders and their hearings were also conducted separately.

13. Atomic Energy Dispute, 1954—Carbide and Carbon Chemicals Co., a Division of Union Carbide and Carbon Corp. v. Atomic Trades and Labor Council (AFL)[1]

July 6, 1954	Board of Inquiry appointed by the President to investigate and report on the labor dispute at Oak Ridge National Laboratory and other facilities of the Atomic Energy Commission at Oak Ridge, Tenn. The principal issue in the dispute was the amount of a proposed across-the-board wage increase. Members: T. Keith Glennan, president of the Case Institute of Technology, chairman; John F. Floberg, attorney, Washington, D.C.; Paul H. Sanders, professor of law at Vanderbilt University.
July 19	Board reported to the President that no immediate threat of a work stoppage existed.
August 18	Agreement reached on a 6-cent hourly wage increase, effective April 15, 1954, with a wage reopening on January 15, 1955.
November 8	Agreement reached on a 4-cent hourly wage increase, effective January 15, 1955, and an adjustment in holiday pay practice to permit the observance of certain recognized holidays on Friday when they fall on Saturday.

[1] There were two separate disputes affecting employees of the Carbide and Carbon Chemicals Co. (See No. 12.) Although the members of the Board of Inquiry were identical in each case, the Boards were created by separate Executive orders and their hearings were also conducted separately.

14. Longshoring Dispute on the Atlantic and Gulf Coasts, 1956–57—International Longshoremen's Association (Ind.) v. shipping and stevedoring companies

November 16, 1956	Work stoppage of approximately 60,000 dockworkers began after the New York Shipping Association and the ILA (Ind.) failed to reach agreement on terms of a new contract.[1] Disagreement over the appropriate bargaining unit, wage increases tied to length of contract, slingload limitations, 8-hour work guarantees, and gang size led to failure of prestrike negotiations.
November 21	At request of National Labor Relations Board, Judge Fredrick Van Pelt Bryan, U.S. District Court for Southern New York, issued a temporary order restraining the ILA (Ind.) from continuing demand that the New York Shipping Association negotiate a coastwide contract.
November 22	Board of Inquiry appointed by the President and hearings began in Washington, D.C. Members: Thomas W. Holland, Professor of Labor Economics and Industrial Relations, George Washington University, Washington, D.C., chairman; Arthur Stark, Executive Secretary, New York Board of Mediation; Jacob J. Blair, Professor of Industry, University of Pittsburgh, Pittsburgh, Pa.
November 24	The Board reported to the President that the "continuation of this (industrywide bargaining) issue as an unsettled matter is preventing the completion of collective bargaining contracts in all ports." Immediately following the Board's report, the President directed the Department of Justice to petition the appropriate district court for an injunction against the strike. A 10-day restraining order was issued by Judge Bryan. The union ordered a return to work; most of the longshoremen reported for work November 26.
November 30	Original 10-day restraining order extended to the full 80-day period authorized by the Labor Management Relations (Taft-Hartley) Act by Judge Bryan; he acted orally as the wave of slowdowns and refusals of longshoremen to work during the noon hour and at night reportedly continued for the second day.
December 4	Judge Bryan signed extension order issued on November 30, prohibiting the union from "taking part in any strike in the maritime industry in the United States" and directing the union to instruct its members to return to work. Order provided that any increases in wages, pensions, and welfare contributions would be retroactive to October 1.
December 12	Judge Bryan issued temporary injunction prohibiting the ILA (Ind.) from insisting upon industrywide bargaining in its negotiations with New York employers; the injunction to continue in force until NLRB ruled on New York Shipping Association's charge of unfair labor practices. Board had twice decided that bargaining for employees of New York Shipping Association should be limited to Port of New York.
January 3, 1957	ILA (Ind.) and New York waterfront employers conducted first serious joint negotiating session since November 19.
January 15	The Federal Mediation and Conciliation Service suggested arbitration to settle dispute. Counsel for union requested President to appoint a factfinding commission.
January 16	National Labor Relations Board trial examiner recommended that full Board bar union's use of economic pressure, including a strike, to force shippers to agree to contract covering more than Port of New York, on the ground that the union's demand for coastwide contract, while shippers insisted on confining negotiations to certifying a bargaining unit (New York and vicinity), amounted to refusal to bargain, and was therefore an unfair labor practice.

See footnote at end of table.

14. Longshoring Dispute on the Atlantic and Gulf Coasts, 1956–57—International Longshoremen's Association (Ind.) v. shipping and stevedoring companies—Continued

January 18, 1957	Secretary of Labor Mitchell, acting for the President, rejected the union's request for establishment of factfinding commission, citing procedures provided by Taft-Hartley Law and urging employers and union to continue negotiations.
January 22	New York Shipping Association and other port employer groups presented final terms for settlement to Presidential Board of Inquiry. National Labor Relations Board announced dockworkers would vote on employers' "last offer" at ports from Portland, Maine, to Brownsville, Tex., February 4 through February 7, 1957.
January 23	Board reported to the President on the employers' "last offers."
January 31	Federal Mediation and Conciliation Service proposed formula for settlement.
February 2	Federal Mediation and Conciliation Service formula was withdrawn pending the outcome of the workers' vote on employers' "last offers."
February 5	U.S. Court of Appeals unanimously upheld Judge Bryan's December order prohibiting the ILA (Ind.) from demanding that employers bargain on a coastwide scale.
February 7	Dockworkers rejected employers' "last offers" by a vote of 14,458 to 1,185, with 416 ballots voided or challenged. New York Shipping Association offered to submit the dispute to arbitration.
February 8	ILA (Ind.) rejected the employers' offer to arbitrate.
February 9	Union and employers agreed to negotiate on basis of Federal Mediation and Conciliation Service proposal of January 31, 1957.
February 12	About 35,000 dockworkers again stopped work at Atlantic Coast ports from Portland, Maine, to Hampton Roads, Va., as 80-day injunction expired. [2]
February 13	80-day injunction was formally discharged by court action.
February 17	Agreement on terms of a 3-year "master" contract reached between the ILA (Ind.) and New York Shipping Association, subject to ratification by ILA membership.
February 19	Disagreement over contract terms at Philadelphia, Baltimore, and Norfolk continued to idle dockworkers at Atlantic Coast ports from Maine to Virginia.
February 22	Agreement reached on terms of a new contract in Norfolk, the last port to reach a settlement.
February 23	Dockworkers returned to work at all ports. The "master" agreement for all ports from Maine to Virginia provided hourly wage-rate increases of 18 cents retroactive to October 1, 1956, and 7 cents more in October 1957 and 1958; increased employer welfare contributions; and included a cost-of-living escalator clause. Local agreements negotiated for each port covered working conditions, vacations, holidays, and welfare and pension benefits.

[1] Two contract extensions following the September 30 expiration date had kept dock employees working through November 15. Contracts were first extended after the National Labor Relations Board, on September 24, directed a representation election in the Port of Greater New York following filing of a petition by International Brotherhood of Longshoremen (AFL–CIO). On October 18, the NLRB announced that the ILA (Ind.) had won the election and was duly certified as collective bargaining agent for longshoremen. After the NLRB election, the New York Shipping Association filed charges with NLRB, alleging that the union was refusing to bargain in good faith because of its insistence on industrywide bargaining. Before striking, the union was prepared to accept a form of industry bargaining based on the employers' acceptance of certain issues.

[2] New Orleans dockworkers signed a 3-year contract January 30; other locals from North Carolina to Texas quickly indicated that they would accept employers' terms.

15. Atomic Energy Dispute, 1957—Oil, Chemical and Atomic Workers International Union (AFL–CIO) v. Goodyear Atomic Corp., a subsidiary of the Goodyear Tire and Rubber Co.

May 10, 1957	Work stoppage idling approximately 1,500 production and maintenance workers represented by the Oil, Chemical and Atomic Workers International Union (AFL–CIO) began at the Portsmouth plant of the Atomic Energy Commission, operated by the Goodyear Atomic Corp., near Waverly, Ohio. On May 7, the union membership voted to reject a new 3-year agreement reached by the union's negotiating committee and representatives of the Goodyear Atomic Corp., because of dissatisfaction over contract provisions, including wage increases, health and safety and seniority provisions, contract length, and lack of job descriptions.
May 14	Board of Inquiry appointed by the President. Members: Guy Farmer, former chairman of the National Labor Relations Board, chairman; R. W. Fleming, director, Institute of Labor and Industrial Relations, University of Illinois; and George S. Bradley, Toledo, Ohio, attorney.
May 15	Board reported to the President that the issues in the labor dispute were unresolved and that the strike seriously affected a substantial part of the atomic energy industry and imperiled the national safety. The President directed the Justice Department to seek an 80-day injunction to halt the strike. Federal Judge John H. Druffel, Cincinnati, Ohio, issued a 10-day injunction ordering the union members to return to work within 24 hours.
May 16	Union ordered workers back to work; by May 17, workers had returned.
May 23	Director of Federal Mediation and Conciliation Service asked representatives of the company and union to meet May 27, 1957, with a panel of three mediators to help resolve the issues in dispute. With the consent of all parties, an 80-day injunction (expiring August 5, 1957), restraining employees from striking at the Portsmouth plant was issued by Judge Druffel.
July 16	The Board's final report to the President stated that both parties to the dispute had made concessions; however, settlement "over wages and tied in with the terms of a new labor agreement" had not been reached.
July 23–24	Ballot conducted by NLRB on employers' "last offer" was rejected by workers.
August 4	Injunction dissolved.
August 5	A new 3-year contract was signed, providing hourly wage increases of 11 cents, retroactive to April 30, 1957, an additional 2 cents on August 5, 1957, and 9 cents on April 30, 1958. It also provided for the reopening of wage negotiations on April 30, 1959.

16. Longshoring Dispute on the Atlantic and Gulf Coasts, 1959—International Longshoremen's Association [1] v. shipping and stevedoring companies

August 10, 1959	Joint bargaining sessions began between the New York Shipping Association [2] and the International Longshoremen's Association. The union presented its demands, which included: An extension of the Master Contract to cover all ports of the United States from Searsport, Maine, to Brownsville, Tex., in which ILA is the bargaining representative; a 6-hour day (at a rate of $22.40 per day); a guarantee of a day's pay each time a man is ordered out; increased pension and welfare benefits; and a freeze on the 20-man work gang.

See footnotes at end of table.

16. Longshoring Dispute on the Atlantic and Gulf Coasts, 1959—International Longshoremen's Association[1] v. shipping and stevedoring companies—Continued

August 17, 1959 ------	The New York Shipping Association, in a counterproposal, sought to extend the present agreement for 3 years with changes allowing employers the right to improve the efficiency of their operations by giving them greater "flexibility of labor." Among the other provisions put forth were a flexible lunch hour, changes in travel pay arrangements, and recognition by the NYSA of the principle that protection be provided against loss of job opportunities which may result from automation.
September 17 ----------	The New York Shipping Association and the ILA announced they were calling on Federal and city labor mediators in an attempt to head off a strike at the expiration of the 3-year agreement on September 30.
September 18 ---------	Management made its first monetary offer, proposing yearly increases of 8, 3, and 4 cents an hour in a 3-year agreement, to be allocated among wages, pensions, welfare, and paid holidays by the union, on the condition that the union agree that employers be given the right to improve the efficiency of their operations (by such means as mechanical cargo handling gear, containers, and container ships). Also sought by management were changes in travel pay arrangements, a provision for tighter quitting time clauses, and a more flexible lunch hour. The proposal contained assurance that adequate safeguards against loss of job opportunities would be provided.
September 19 ---------	A counterproposal was put forth by the ILA eliminating its original demand for a 6-hour day. Instead, a straight 40 cents an hour wage increase, plus a guarantee of 8 hours' work per day and increased fringe benefits, were sought in a 2-year agreement.
September 23 ---------	The ILA modified its demands "all along the line" with reductions in wage demands and in the length of a guaranteed working day.
September 24 ---------	Employers countered with an offer of a 3-year agreement calling for a money package of 24 cents—12 cents in the first year, 6 in the second, and 6 in the third—that would be applied to wages, pensions, welfare, and/or other items chosen by the union. The offer was contingent upon union acceptance of modifications in work rules. The offer was termed as not "a fair one" by the union.
	Federal, State, and city mediators were asked by both sides to take an active part in negotiations, as a standstill had apparently been reached. Negotiations in southern ports also were stalemated over issues of slingload limits and gang size.
September 28 ---------	The ILA again cut its demands to a package worth approximately 50 cents an hour in a 3-year agreement. Later in the day, the shippers rejected the proposal as "still too high."
September 29 ---------	Shippers increased their offer to 30 cents an hour—20 cents the first year and 5 cents in each of two following years—in a 3-year contract conditioned on new work rule changes.
September 30 ---------	A threatened strike was averted when the New York Shipping Association and the ILA agreed on a 15-day contract extension, with any subsequent increases retroactive to October 1.
	Telegrams from Secretary Mitchell, Governor Nelson Rockefeller, and Mayor Robert F. Wagner urged the parties to negotiate without interrupting work.

See footnote at end of table.

16. Longshoring Dispute on the Atlantic and Gulf Coasts, 1959—International Longshoremen's Association[1] v. shipping and stevedoring companies—Continued

October 1, 1959 ------	Longshoremen in New Orleans struck as contracts expired, following a refusal by southern shippers to grant retroactivity on increases included in a proposed new agreement. The walkout was joined by members in other southern ports on South Atlantic and Gulf Coasts. Despite a contract extension in the North, Captain William V. Bradley, president of ILA, pledged support of the striking southern dockworkers and declared that members would not work on ships diverted from the South. The stoppage spread to the entire east coast, shutting down ports from Maine to Texas, affecting some 50,000 workers and 220 cargo ships. The New York Shipping Association voted not to resume bargaining until October 15 unless workers returned immediately, claiming that the strike was illegal, and further insisted that the union must give assurance that it would carry out any agreement reached with northern shippers regardless of developments in southern ports. By the following day, union leaders claimed the strike "100 percent effective from Maine to Texas."
October 5 ----------	Mediators were unable to arrange a joint meeting. A Federal District Judge in New Orleans issued a temporary restraining order against two New Orleans locals, Nos. 1418 and 1419, as requested by the National Labor Relations Board, acting on a complaint by New Orleans shippers charging that the two locals failed to serve a 30-day strike notice, as required by law, before the contract expired.[3]
October 6 ----------	President Eisenhower appointed a Board of Inquiry to report to him by October 10. Members of the Board were Guy Farmer, former chairman of the National Labor Relations Board; George Frankenthaler, former Surrogate Judge and former member of the New York State Supreme Court; and John F. Sembower, a Chicago lawyer active in labor arbitration work. The Board began its work late in the afternoon with the expectation, expressed by Mr. Farmer, that the report would be ready before the 10th.
October 7 ----------	Completing its study of the strike late in the day, the Board forwarded it to the President. Earlier testimony indicated an impasse over jurisdiction and automation. The Board noted that the major unresolved issues were wage rates, certain fringe benefits, procedures for installing mechanical devices and effecting containerization, and gang size. Upon receipt, the President directed the Attorney General to seek an injunction at once. As a result of union complaints, the Waterfront Commission of New York Harbor obtained a court order calling on three steamship lines to show cause why they should not be enjoined from using "unregistered longshoremen" to handle baggage.[4]

See footnotes at end of table.

16. Longshoring Dispute on the Atlantic and Gulf Coasts, 1959—International Longshoremen's Association[1] v. shipping and stevedoring companies—Continued

October 8, 1959 ------	A temporary 10-day restraining order was issued by Federal District Judge Irving R. Kaufman in New York, acting upon application of the Government to seek injunctive relief in the strike. The Judge found that the strike had affected a substantial part of the maritime commerce of the United States, that its continuance would imperil the national health and safety, and that "immediate and irreparable damage would result" if the restraining order was not granted. Hearings on the issuance of a temporary injunction for the remaining 70-day period were scheduled for the 15th.
October 9 ----------	Work was resumed at all ports with priority given to about a dozen vessels containing perishables. The American Association of Railroads lifted its freight embargo put into effect on the first day of the strike. Bargaining was expected to resume on October 19, allowing time for the ports to return to normal operating levels.
October 15 ----------	Following an attempt by the Government to have the temporary restraining order replaced by a preliminary injunction (on October 14), Judge Kaufman extended his original order until he ruled on the motion for a further 70-day injunction. ILA officials asked the court to have an injunction guarantee that an anticipated pay increase be made retroactive to the day members returned to work. Judge Kaufman reserved decision on this point.
October 17 ----------	Judge Kaufman issued a full injunction assuring continuation of work for the statutory period as provided for in the act. At the same time, he denied the union's request for retroactivity by asserting he was neither empowered nor inclined to use the injunctive process for "matters ordinarily left to negotiation."
October 20 ----------	Negotiations resumed with no significant progress reported. A set of "broad principles" and "specific recommendations" were proposed by employers for dealing with the problems of automation. Details were not made public.
October 26 ----------	The ILA rejected the shipping association's proposals as "not a fair offer."
November 4 ----------	Employers rejected union proposals for royalty payments on each ton of cargo handled in shipping containers unless the union agreed to reductions in the work force. Previously, shippers had offered to pay into a fund 25 cents a ton on "unitized" or "containerized" cargo loaded or unloaded on the docks by workers other than longshoremen. Also sought was agreement to allow installation of automatic cargo handling equipment and the right to regulate the size of work gangs.
November 24 ----------	As a "basis" for settlement, the ILA accepted proposals of Federal mediators calling for a 41-cent-an-hour package, with a 12-cent-an-hour raise retroactive to October 1, and 5-cent increases to follow on October 1, 1960, and October 1, 1961. In addition, the welfare contribution would be increased by 7 cents an hour, of which 3 cents would be earmarked for clinics, and the pension fund contribution would be increased by 7 cents an hour. Three new paid holidays would be added to the present 5 at the rate of 1 a year, and vacations would be liberalized. Employers were noncommital on the proposals.

See footnote at end of table.

16. Longshoring Dispute on the Atlantic and Gulf Coasts, 1959—International Longshoremen's Association[1] v. shipping and stevedoring companies—Continued

November 27, 1959	The union rejected an employer solution to the problem of introduction of laborsaving equipment which called for a 6-month period of direct negotiations, after the contract was signed, on using and manning mechanical devices. If an agreement could not be reached in the 6 months, the issue would go to arbitration, according to the proposal.
December 1	Negotiators reached a basic agreement including a master contract setting terms for wages and benefits for dockers from Maine to Virginia. Monetary terms were essentially the same as proposed earlier in the 41-cent-an-hour package, consisting of 12 cents retroactive to October 1, 1959; an additional 5 cents effective October 1, 1960, and 5 cents effective October 1, 1961; sixth, seventh, and eighth paid holidays added in first, second, and third contract year, respectively; qualifying time for 2 and 3 weeks' vacation pay reduced to 1,100 and 1,300 hours a year, respectively (were 1,200 and 1,500); 14 cents an hour company payment to pension fund (was 7 cents); 21 cents an hour company payment to welfare fund (was 14 cents), including 3 cents for medical clinics. Mechanization issue—employers agreed not to reduce the size of the standard 20-man work gang and to use ILA members to load or reload containers when work is done at the pier. The question of a penalty payment to the union for containers loaded off the pier was left for further negotiation. If no settlement was reached in 2 weeks, it was agreed that this issue would be arbitrated, with a decision to be made within 30 days of submission. Settlements subsequently reached at other Atlantic and Gulf Coast ports during December provided benefits similar to the agreement with the New York Shipping Association, except for local work rules. Union members were to vote on the agreement on December 10.
December 3	A "memorandum of settlement" was signed including all but one of the provisions agreed upon earlier. Contract talks resumed in New Orleans and Galveston, as well as in other ports in the South, where agreements are negotiated on a port basis generally patterned after the New York agreement.
December 6	Agreements were reached on local conditions and the 41-cent-an-hour wage package in Boston, Baltimore, and Philadelphia.
December 7	The Presidential Board of Inquiry reconvened in Washington. Testimony presented by representatives of the union and employers indicated substantial progress toward a settlement. The Board's second report was transmitted to the President. Agreement was reached for Norfolk–Hampton Roads.
December 10	ILA members in ports from Maine to Virginia overwhelmingly ratified the new agreement. Port of Philadelphia workers did not vote, but union and employers had agreed upon a master contract. The union drew up a separate agreement covering working conditions with the Philadelphia Marine Trade Association. Issues at South Atlantic and Gulf ports still remained unsettled.

See footnote at end of table.

16. Longshoring Dispute on the Atlantic and Gulf Coasts, 1959—International Longshoremen's Association[1] v. shipping and stevedoring companies[2]—Continued

December 14, 1959---	The New York wage pattern was offered in Mobile, New Orleans, and Galveston. Other issues remained unsettled.
December 17 ----------	Philadelphia longshoremen ratified a 3-year contract. Federal mediators in Galveston announced that final offers by employers and demands by the union had been rejected.
December 23 ----------	Longshoremen and employers in New Orleans agreed on a 3-year pact averting a renewed strike on the 28th. Money terms of the contract were identical with the agreement reached in New York. On the 21st and 22d, Gulf Coast longshoremen had voted overwhelmingly against the "last offer" of the shippers. Agreement had not been reached in Mobile over the size of work crews. Settlement was reached in Galveston on all issues.
December 26 ----------	Shippers and union officials in Mobile, the only remaining unsettled port, agreed to the 3-year contract. On December 27, the injunction was lifted.

[1] Affiliated with AFL-CIO on November 17, 1959.
[2] The association bargains for 170 steamship lines and contracting stevedores.
[3] Labor-Management Relations (Taft-Hartley) Act, Sec. 8 (d) (3).
[4] New York–New Jersey law, under which the commission operates, made it mandatory for anyone doing pier work to be registered by the agency—a process that involves screening to bar criminals from the piers.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry

January–February–March 1959----------	Indications of an impending dispute over new contract terms became evident early in 1959. Preliminary tactics were confined to general statements, tending to show how far apart industry and union were likely to be in their initial contacts. Company spokesmen expressed their opposition to "inflationary" wage boosts. Steel production rose as consumers built up inventories. Foreign competition, which was to be cited many times in the looming dispute, was introduced by producers as a factor to be considered in negotiations. President Eisenhower, in a February press conference, stated that "I have always urged that wage increases should be measured by increase of productivity, and I think there would be no inflationary effect if they were measured by that criterion."
April 1 ----------	Kaiser Steel Corp., replacing Pittsburgh Steel Co., joined the "big twelve" companies who were to participate in negotiations scheduled to begin May 18.[1] Individual company meetings with representatives of the United Steelworkers of America were scheduled for the week of May 18, after which talks would be recessed until June 1. At that time, negotiations were to be resumed, to be handled for the industry by representatives from three of the companies—United States Steel, Republic Steel, and Bethlehem Steel—instead of by the 12 major producers. Representatives from the same three top producers also handled the 1956 negotiations.

See footnote at end of table.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

April 1, 1959—Continued	R. Conrad Cooper, of U.S. Steel, was to lead the industry's bargaining group, which also included R. Heath Larry, of U.S. Steel, H. C. Lumb, counsel for Republic Steel, and John H. Morse, counsel for Bethlehem Steel. David J. McDonald was to head the union negotiators, assisted by Howard R. Hague, union vice president, I. W. Abel, secretary, and Arthur J. Goldberg, general counsel.
April 10	A 1-year extension of current wages and other benefits was proposed in a letter sent by the 12 companies to the union president. It was also proposed that cost-of-living escalator clauses contained in current agreements be eliminated. Mr. McDonald promptly rejected the proposals.
April 13	In a letter to the steel producers, the union head proposed: (1) That negotiations begin May 4 instead of May 18, (2) no price increases during the life of any new agreement reached, and (3) that any settlement should protect real wages and provide increases in wages and other benefits justified by increased output and industry profits.
April 15	In reply to Mr. McDonald, industry spokesmen agreed to earlier bargaining sessions, but rejected or refused to discuss the other parts of the union proposal.
April 20	Industry and union agreed to start contract talks in New York on May 5.
April 30–May 1	United Steelworkers' wage policy committee drew up a "comprehensive" bargaining program calling for "substantial" wage increases, cost-of-living adjustments, improved insurance and pensions, increased weekend pay, shorter workweeks, improved supplemental unemployment benefits, additional paid holidays and greater vacation benefits, revised grievance procedures, and improved contract terms covering many other issues.
May 5	As negotiations got underway, industry reiterated its request for a 1-year contract extension which drew a second rejection from Mr. McDonald. In the course of a press conference, President Eisenhower called on both sides for a display of "good sense, wisdom, and business-labor statesmanship," adding that the country could not, in the long run, stand still and do nothing in the absence of such voluntary restraint. However, he did emphasize his reluctance to have the Government take a direct hand in collective bargaining, and his opposition to legal ceilings on profits, prices, and wages.
May 6	Industry spokesmen stated that two proposed moves were under consideration should the union depart from its usual procedure of striking the entire industry at the expiration of contracts. One was a form of mutual assistance, or strike insurance, where profits of the operating concerns are used to aid those struck. The second step, a voluntary industrywide shutdown, was provided for by sending contract termination notices to the union, a legal formality under the Taft-Hartley Act, which would allow the plants to close after June 30 should the union attempt a divide-and-conquer technique. This marked the second time in the post Taft-Hartley history of steel negotiations (the first time was in 1956) that company termination notices on an industrywide move had been sent.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

May 11, 1959	Since negotiations between executives from the 12 steel companies and union representatives conducted during the previous week failed to produce any significant developments, 4-man committees from industry and labor began a second phase of contract talks.
May 27	Leaders of the steel industry, gathered for the 67th annual meeting of the American Iron and Steel Institute, declared their opposition to any wage increases. It was disclosed that the union was being asked to allow revisions in "local practice" clauses[2] to allow management more control over employee placement. The elimination of restrictive practices was also mentioned.
June 9	Mr. McDonald notified industry negotiators that the union wished to resume company-by-company meetings the following week (16th). Mr. Cooper made clear that while escalation clauses would be eliminated under the industry's proposal, the steelworkers would keep the 17-cent cost-of-living allowances added to wages over the past 3 years—but only on an "add on" basis rather than as part of the basic wage. Mr. Cooper indicated that the sessions were stalled on industry demands for revision of local practice clauses. Negotiations had reached a stalemate over what both groups termed the inflexible position of the opposite party. However, both Mr. McDonald and Mr. Cooper, in separate press conferences, agreed that the union had not put a specific dollars and cents tag on its demands.
June 10	A shift in the industry's position was indicated in a letter from Mr. Cooper to the union president containing an eight-point program for broad contract changes which dealt with local working conditions; provisions against "wildcat" strikes, slowdowns, and picketing; management's right to develop incentives and standards; clarification of companies' right to change work schedules; vacation requirements; elimination of overlapping or duplication of benefits; simplification of procedures for establishing seniority units; and clarification of contract language. The companies stated that agreement by the union on language changes relating to this eight-point program was a prerequisite to agreement by them on a package composed of a "modest" wage increase and certain fringe benefit improvements. Also, the companies stated that they would continue to be represented by the four-man team. The union rejected the proposals.
June 11	Negotiations reached a deadlock over the question of the form of negotiations, that is, whether bargaining should be conducted on an industrywide (four-man committee) or on a company-by-company basis (which the union demanded) or a combination of both. Mr. McDonald served notice that the full 435-member union negotiating committee would be on hand June 16.
June 19	After 2 days of meetings between larger company-union committees, industry and union top-level teams resumed talks with the procedural dispute apparently settled.

See footnote at end of table.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

June 22, 1959	Industry negotiators maintained that the union had yet to come up with a reasonable basis for a new contract. This was in response to an undisclosed union proposal offered on June 19 as a substitute for its original list of 250 individual items (submitted during the early stages of negotiations) on which it wished to bargain. Industry stated, in response to informal suggestions for a rise in pensions and welfare benefits, that such adjustments would be just as inflationary as higher wages. Mr. Cooper met in Washington with Joseph F. Finnegan, director of the Federal Mediation and Conciliation Service. Mr. McDonald had met with Mr. Finnegan during the previous week.
June 24–25	Indefinite extension of contracts beyond the expiration date, cancelable on 10 days' notice, was proposed by the industry. The union's counterproposal offered contract extension until July 15. In addition, the union wage policy committee, while sanctioning the 15-day extension, stipulated that any settlement negotiated should be retroactive to July 1. This retroactivity, the companies replied, was unacceptable.
June 27	President Eisenhower, in a letter to Mr. McDonald, urged both sides to "bargain without interruption of production until all terms and conditions of a new contract are agreed upon." This was in reply to a letter sent to the White House on June 25 by Mr. McDonald, requesting the establishment of a factfinding board to examine issues such as wages, profits, and productivity in the steel industry. The President rejected the suggestion, asserting that Congress had specifically limited the use of Presidential Boards of Inquiry to national emergencies.
June 28	Agreement was reached on extending contracts for 2 weeks, without any commitment on retroactivity.
July 7	Meeting with Vice President Richard M. Nixon in Pittsburgh, Mr. McDonald informed him that the union would not agree to another strike delay. On the following day, the steelworkers rejected a renewed plea by President Eisenhower for an indefinite extension of the 2-week truce. Mr. McDonald said he was sure the President "does not intend that we negotiate forever." Industry's negotiators seconded the President's plea for an indefinite extension.
July 10	Leaders on both sides exchanged ideas on revised contract clauses governing working rules and changes in operating practices. In a press release, the industry indicated its willingness to negotiate a 2-year contract with an increase in insurance and pension benefits during the first year and a modest wage raise during the second year, if the union would accept contractual changes proposed by the industry. (See June 10.)
July 12	Talks broke down over company "local practice" demands and proposals to tighten provisions against wildcat strikes. The union agreed to continue discussing wage issues while referring the other points to a joint committee for study during the term of a new contract. Industry offered either a straight 1-year extension of current contracts or an indefinite extension, cancelable on 5 day's notice, while talks continued. The union rejected both.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

July 13, 1959	A plea from President Eisenhower for a revival of talks again brought both sides together in an attempt to break the stalemate. Mills made preparations for shutting down to protect furnaces and equipment for the second time in 2 weeks.
July 14	President Eisenhower recommended that management and labor representatives call on Federal mediators for assistance in reaching agreement. A last minute exchange of letters between the parties failed to break the impasse, although the union proposed a concession by changing contract language of "local working practice clauses" in all steel contracts to read: "The provisions of this section are not intended to prevent the company from continuing to make progress." This provision was in the 1956 Bethlehem Steel Corp. contract. However, industry turned down the offer.
July 15	The steel strike began at 12:01 a.m., July 15. Joseph Finnegan, Director of the Federal Mediation and Conciliation Service, with a staff of three, consisting of Robert H. Moore, deputy director; Walter A. Maggiolo, director of Mediation Activity; and Robert W. Donnahoo, regional director, Region Two, arrived in New York for conferences with each side. Following 3 hours of separate talks with industry and union leaders, Mr. Finnegan reported that the strike was not susceptible to easy or early solution. Earlier, the union called for the appointment of a three-man factfinding board—one from industry, one from labor, and a neutral member selected by Supreme Court Chief Justice Earl Warren. The producers rejected the proposal, asserting that both sides already knew the facts. Mr. McDonald urged the top executives of the big steel companies to participate directly in negotiations; this was rejected by producers on the ground that the negotiating team had ample authority. In his news conference, President Eisenhower said the conditions were not yet present to justify seeking a Taft-Hartley injunction to keep the workers on the job. He also rejected the need for a factfinding board, and reaffirmed his belief that collective bargaining should continue without Government intervention, but aided by the Mediation and Conciliation Service.
July 20	Federal mediators continued their separate talks with the parties. Mr. Finnegan reasserted his previous conclusion that there would be no easy or early solution to the stoppage. Since the 14th there had been no face-to-face sessions between industry and union representatives.
July 21	Secretary of Labor James P. Mitchell announced that he was formally taking on the function of Government factfinder and would report to the President periodically. Assistance would be sought from Secretary of Commerce Frederick H. Mueller; Chairman of the President's Council of Economic Advisors Raymond J. Saulnier, and other appropriate officials of the Federal Government. Both industry and labor assured the Secretary of their cooperation.
July 27	The Mediation Service called the first joint meeting with the parties in New York City, the first to take place since the strike began. There was no change in position on the part of the parties.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

July 28, 1959	United States Steel reported that its net profits in the first half of the year had set a record. Mr. McDonald termed these earnings and those of other major companies "astronomical."
August 1	Secretary Mitchell criticized labor and management for not making a serious effort to settle the strike and appealed to both sides to hold daily talks.
August 3	After separate meetings with the parties on July 28, 29, 30, and 31, the Mediators called a joint meeting in New York City with the full bargaining teams from both sides present. It was agreed that technicians be brought in from both sides to work with the committee and that a general review of the contract clauses in disagreement be made.
	Following the joint meeting, an exchange of charges was made, each side blaming the other for the prolongation of the strike. The eruption indicated that attitudes had hardened since the strike began and that the parties viewed the Government's role in the dispute quite differently. Several times the union had asked for Government factfinding. Industry leaders insisted that the Government should stay out of the strike, contending that governmental interference in the past had always resulted in "inflationary" settlements.
August 12	In a news conference, the President held to his position of keeping Federal interference to a minimum. The union again called for the appointment of a special factfinding board to recommend settlement terms.
August 17	Talks proceeded without Mr. McDonald, who had indicated he would not attend the talks until industry replaced the four-man negotiating team with top ranking officials. Further joint sessions were scheduled to consider minor contract changes.
August 19	Secretary Mitchell released the Department's presentation of background facts on some of the economic questions related to the steel strike—wages, productivity, prices, and profits.[3] No conclusions were drawn. Each side hailed the report as supporting its position.
August 26	Mr. McDonald returned to the bargaining sessions after an absence of almost 3 weeks. No headway toward a settlement was reported.
August 29	A survey of 31 industrial areas conducted by the Department of Labor found that, by August 15, there had been 71,000 "secondary" layoffs as a result of the strike. This was interpreted to mean that, after 1 month, the strike had relatively little impact on the 31 steel producing and consuming areas studied.
September 2	Steelworkers received "a first down payment" of $1 million in aid from other unions (later repaid). Plans were made for raising additional funds at the biennial AFL–CIO convention beginning on September 17.
September 6	Secretary Mitchell announced that if shortages appeared and further unemployment resulted and the strike took on the aspects of an emergency affecting the national health and safety, he would recommend that the President consider invocation of the emergency provisions of the Taft-Hartley Act.

See footnote at end of table.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

September 17–18, 1959	The AFL–CIO convention, meeting in San Francisco, devoted considerable attention to the steel strike. A resolution called upon President Eisenhower to convene a White House meeting of responsible union and industry representatives. If this failed to produce a settlement, the resolution then urged the appointment of a public factfinding board to make recommendations. The Federation's General Board recommended the establishment of a Steelworkers Defense Fund. Secretary Mitchell, addressing the convention, restated his position on Government intervention and on the invocation of Taft-Hartley procedures should national health and safety be affected.
September 25	The steelworkers ended 3 weeks of negotiations with Mr. McDonald declaring, "We are going home. This farcical filibuster that has gone on since May 5 has ended." He indicated that the talks should be moved from New York City to another location, either Washington or Pittsburgh.
September 30	Representatives of industry and labor met separately with the President. At the conclusion of the talks, the President said he hoped that an agreement would be reached before he returned from a scheduled trip to California on October 8. Following this, Mr. McDonald met with Roger M. Blough, chairman of the board, United States Steel Corp., and four other industry leaders. A joint communique issued at the end of the session said that talks would be resumed the following day in Pittsburgh.
October 4	The steelworkers' executive board rejected industry's first economic offer[4] in the 82-day old dispute, subject to action by the union's wage policy committee. Included in the companies' offer were improvements in the pension, insurance, and supplemental unemployment benefit programs in the first year of a 2-year agreement, and increased wage rates at the beginning of the second year, the increases ranging from 6 cents for the lowest job class to 12 cents for the highest. Over the 2-year period, the total package would increase "employment costs" by 15 cents per man-hour worked, or about 2 percent a year, according to company estimates. As a part of this offer, amendments to the basic labor agreements with the following stated objectives were sought: (1) Continue payment of the 17-cent-per-hour cost-of-living allowance in effect at the expiration of the previous agreements, but eliminate provisions for future escalator changes in either direction; (2) enable management to take reasonable steps to eliminate waste and improve efficiency, but protect the rights of employees to resort to grievance and arbitration procedure; (3) permit flexibility in scheduling of work; and (4) deter wildcat strikes by permitting the discharge of any employee engaging in such action. The steelworkers rejected the proposal, replying that it would reduce workers' take home pay during the first year because of an increase in insurance costs, and evaluated the worth of the 2-year package at less than the companies' figure. Furthermore, the conditions regarding contract changes attached to the offer were unacceptable to the union.
October 6	Top industry executives and union officials conferred in an effort to break the deadlock but the talks broke off in a fresh stalemate. No further talks were scheduled. Company officials stood firmly behind their offer, which the union continued to reject as "totally inadequate."

See footnote at end of table.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL-CIO) v. basic steel industry—Continued

October 7, 1959	Mr. McDonald stated that the union would fight a Taft-Hartley injunction in the courts but pledged that, failing to upset the injunction, the union would "obey the law of the land." He again called for a public factfinding board to sift the strike issues and recommend a settlement.
October 8	Secretary Mitchell met with union leaders to ascertain the bargaining situation, after which he was expected to report to President Eisenhower whether there was any hope for a voluntary accord.
October 9	Following a statement wherein he concluded that the strike, if permitted to continue, would imperil the national health and safety, President Eisenhower issued an Executive order[5] creating a Board of Inquiry consisting of George W. Taylor of Pennsylvania, chairman, John Perkins of Delaware, and Paul N. Lehoczky of Ohio. The Board was to report to the President, in accordance with Section 206 of the Taft-Hartley Act, on or before October 16, 1959.
October 12	After meeting on October 11 separately with industry and union officials in "exploratory" talks aimed at defining and narrowing disputed issues, the Board of Inquiry began its public hearings. Arthur Goldberg told the Board that the union's objective was a "package" improvement worth 15 cents an hour, in a 1-, 2-, or 3-year contract.
October 13	Dr. Taylor declared that the Board's mediatory efforts were being impeded by difficulty in defining the issues, and that he might ask for an extension of the deadline for the Board's report.
October 14	President Eisenhower, by Executive Order 10848, extended the date for submission of the Board's report to October 19. The Board had requested an extension of time and Secretary Mitchell obtained the President's assent.
October 15	A sizable cut in its money demands in a 2-year contract was proposed by the steelworkers. This served as a prelude to the resumption of negotiations scheduled for the following day. Included in the "package" offer were first year improvements confined to insurance, pensions, and supplemental unemployment benefits valued by the union at about 10 cents an hour over a 2-year period. In the second year, wages would be raised about 10½ cents an hour, of which 7 cents would be a general rate increase. A maximum cost-of-living adjustment of 3 cents an hour in the second year was also proposed. It was made known later that the union proposed that each steel company provide for the appointment of a nine-member committee—three from industry, three from labor, and three experts of high standing—to recommend for consideration a long-range formula for equitable sharing between the stockholders, the employees, and the public, of the fruits of the company's progress.
October 17	Mr. Cooper offered a counterproposal which called for a 3-year contract with improved benefits the first year, followed by wage increases during the next 2 years and other contract improvements. The companies suggested the establishment of a Human Relations Research Committee to plan and oversee studies and recommend solutions in such areas as: Guides for the determination of wages and benefits; employment problems; job classification; wage incentives; and seniority.

See footnote at end of table.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

October 18, 1959	Mr. Cooper proposed that the issue of revision of work rules be resolved by submitting to a three-man arbitration board (one company, one union, and one selected by the two) the following question: "What, if any, changes should be made in the local working conditions provisions to enable the companies to take reasonable steps to improve efficiency and eliminate waste with due regard for the welfare of the employees?" The union rejected the modification as "ridiculous" and "phony." Edgar Kaiser, chairman of the board of Kaiser Steel Corp., agreed to halt his separate talks with the union.
October 19	In submitting its report to the President, the Board stated that "the parties have failed to reach an agreement and we see no prospects for an early cessation of the strike. The Board cannot point to a single issue of any consequence whatsoever upon which the parties are in agreement." Although there were many issues in the dispute, the major roadblocks were in the broad areas of "economics" and "work rules."[6] Upon receiving the report, the President instructed the Attorney General to seek an injunction, as provided for in the Taft-Hartley Act.
October 20	The U.S. Department of Justice petitioned the Federal District Court in Pittsburgh for an 80-day injunction under the Taft-Hartley Act,[7] emphasizing the importance of the industry, levels of steel supplies, defense needs, and unemployment. The Government asserted that, unless the strike was enjoined, the country would suffer immediate and irreparable injury. The court was asked to find that the strike, if continued, would "imperil the national health and safety." Mr. Goldberg, union counsel, contested the petition, maintaining that the strike did not imperil the country's health or safety in a strict and literal sense. The language and legislative history of the statute, he maintained, make clear that the national emergency provisions would apply to this strike only if, in some way, it directly and immediately threatened the physical health or safety of the Nation. Mr. Goldberg said the union intended to show that the strike posed no such threat, in that sufficient quantities of steel were being produced by companies not on strike. It was further stated that the injunction provisions were unconstitutional, as they conferred on the courts duties which are not judicial and are not connected with any case or controversy.
October 21	Federal District Judge Herbert P. Sorg in Pittsburgh ordered the injunction against the steelworkers, upholding the Government's contention that the prolongation of the dispute would imperil the national health and safety, causing irreparable damage to the country. The court made no decision regarding retroactivity of any subsequent agreement. Also left unsettled was the applicability of any cost-of-living adjustment required under the terms of the expired contracts during the injunction period. Mr. Goldberg requested the Judge to defer his order long enough to permit an appeal to Judge Austin L. Staley of the U.S. Court of Appeals for the Third Circuit, which was granted. Judge Staley extended the stay until 10 a.m. the following day in order to preserve the status quo until a full court could pass on Mr. Goldberg's appeal.

See footnotes at end of table.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

October 22, 1959	Following a hearing, the U.S. Third Circuit Court of Appeals put off until the following week a decision on the steelworkers' appeal, at the same time granting a further stay of the injunction pending a decision on the appeal.
October 26	Kaiser Steel Corp. and the union agreed on a new 20-month contract providing package increases evaluated by the company at 22½ cents an hour over the 20-month period, including a possible 3-cent cost-of-living adjustment. Work rules issues were referred to a labor-management committee with authority to resolve problems by mutual agreement. Also set up was a tripartite committee to develop a long-range plan for an "equitable sharing of economic progress."[8]
October 27	By a 2 to 1 vote, the Court of Appeals upheld the petition for an injunction but ordered that the issuance of the injunction be delayed until at least November 2 to permit the steelworkers to ask for a review by the Supreme Court. The union counsel announced that he would not file a petition for certiorari—a formal device to obtain review—until November 2.
October 28	The Justice Department petitioned the Supreme Court to expedite consideration of the union's petition, with a proposed filing deadline by noon, October 29. Should the Court decide to review the Third Circuit's decision on Friday, October 30, a hearing could be set for Monday, November 2. Later in the day, the Supreme Court denied the Government motion, thus upholding the Third Circuit Court of Appeals' ruling giving the steelworkers until November 2 to seek a Supreme Court review. Mr. Finnegan sent both parties a telegram informing them that if they had not reached an agreement by midnight Sunday, November 1, they would be expected to attend a session with mediators in Washington on Monday, November 2. Mr. McDonald indicated that the union regarded the Kaiser agreement as providing the groundwork for contracts to be agreed upon by other companies. Industry leaders declared the pact would force an inflationary rise in steel prices and fail to eliminate wasteful work practices.
October 30	Following the filing of the union's petition for certiorari and the Government's response asking the Court to deny review, the United States Supreme Court granted the steelworkers' request and assigned oral arguments for Tuesday, November 3.
November 1	Secondary layoffs caused by steel shortages jumped sharply during the last half of October, the Department of Labor reported. More than 132,000 workers were indirectly involved in 31 major steel producing and consuming areas.
November 7	By an 8 to 1 majority, the Supreme Court upheld the constitutionality of the Taft-Hartley emergency procedure (Sec. 208) and its applicability to the steel strike. The Court did not resolve the dispute over the meaning of the term "national health," but supported its judgment on the ground that the strike imperiled the national safety. Justice Douglas, dissenting, did not deal with the constitutional questions but disputed the concepts of health and safety and emphasized the traditional flexibility of equity courts in relation to the particular situation

See footnote at end of table.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

November 7, 1959—Continued	found in the steel strike concerning national safety. He further stated that he would remand the case to the District Court for "particularized findings" as to how the strike imperils the "national health" and what plants need be reopened to produce the steel needed for "national safety."
	Telegrams were dispatched immediately by the union directing its members to "resume work forthwith." Steps were taken to get the mills producing as quickly as possible.
November 8	Secretary Mitchell said President Eisenhower would recommend to Congress ways to prevent resumption of the strike if no agreement was reached during the injunction period.
November 10	President Eisenhower reconvened the steel Board of Inquiry, headed by Dr. Taylor, which was to report to the President on the efforts toward settlement, and on the employers' last offer if a settlement was not reached at the end of a 60-day period.
November 12	The steelworkers' wage policy committee voted unanimously to renew the 116-day strike if agreement was not reached before the injunction expired on January 26. The producers were again urged to follow the Kaiser contract as a pattern.
November 15	It was announced by the steel industry that a new offer on a 3-year agreement had been made to the union. The union rejected it as being substantially the same as the one previously offered.
November 28	Little chance of reaching a settlement before the expiration of the injunction period was held out by the union in a letter from Mr. Goldberg to Secretary of Commerce Mueller. Mr. Goldberg advised the Department to arrange for steel reserves that might be required for Government contracts. Otherwise, the letter stated, the Government might have to contend with the same problems it faced during the strike.
December 1	The steel industry indicated that the proposal made 2 weeks before was its "last offer;" that is, should an election be conducted the following month, this would be the offer employees must either accept or reject by secret ballot to be conducted by the Government.
December 3	President Eisenhower, in a plea addressed to both parties, urged around-the-clock negotiations.
	Mr. McDonald had earlier suggested to the President that the Board of Inquiry make recommendations. After the President's speech, Mr. McDonald again offered his original suggestion for recommendations and another calling for a meeting directly with top steel executives.
December 8	Secretary Mitchell suggested three possible ways of settling the dispute: (1) The parties could agree to ask a board to make recommendations; (2) they could ask Mr. Finnegan to make a recommendation; or (3) they could seek voluntary arbitration.
December 9	The industry rejected Secretary Mitchell's suggestions for breaking the deadlock in bargaining by declaring that third party intervention would result in recommendations that the union had refused to accept or in a more costly settlement "which would clearly be inflationary."

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

December 10, 1959	Mr. Finnegan suspended negotiations indefinitely, noting both the lack of progress made and that the union was about to devote its attention to aluminum negotiations. Meanwhile, the union made three demands upon steel companies: (1) A return to company-by-company bargaining; (2) an agreement making any new settlement retroactive to cover the injunction period; and (3) an acknowledgement now that a cost-of-living adjustment would be due January 1 under terms of the existing agreements and an agreement to put these adjustments into effect before Christmas. The union contended that, under the injunction order, the employees were working "under all terms and conditions in effect on June 30, 1959," and this, to the union, "plainly encompasses the January cost-of-living provision which requires a change to be made each January 1 and each July 1, without reference to year . . ." Mr. Cooper, in reply, noted the previously stated industry opposition to retroactivity and the Court's reservations on the questions of cost-of-living and retroactivity.
December 17	Mr. McDonald put forth proposals that were to be presented to the Board of Inquiry on the 28th. He stated that the new demands would be "slightly higher" in cost to the industry than the Kaiser agreement.
December 22	The 11 major steel companies agreed, with reservations, to union demands for company-by-company sessions. Talks between the four-man teams as scheduled by Federal mediators were to be carried on simultaneously. Since July 15 the Federal mediators had conducted 47 joint meetings with the parties and some 30 full-scale separate talks with the parties.
December 23	Stuart Rothman, General Counsel of the National Labor Relations Board, estimated that 600,000 workers would be eligible to vote on management's "last offer," set for January 11 to 13. The steelworkers' counsel said he would ask District Judge Sorg to hear the steelworkers' plea to order the steel companies to pay workers a 4-cent cost-of-living increase (under terms of previous agreements) starting in January, and to make any new contract agreement retroactive to November 2. On the following day, the steelworkers filed their petition and a hearing before Judge Sorg was scheduled for January 4.
December 28	The Board of Inquiry reconvened to carry out its responsibilities under the act which include a report to the President on the current positions of the parties, the efforts which had been made for settlement, and the employers' last offers. Following 2 days of public hearings, Dr. Taylor stated that the differences between the union and industry were wider than ever. The Board set about to devote its remaining time toward completion of its report, due January 6.
January 1, 1960	Secretary of Labor Mitchell met separately with industry and union spokesmen. Vice President Nixon and Secretary Mitchell, it was reported, had been conducting a series of secret conferences aimed at reaching a voluntary settlement before the NLRB balloting on January 11 to 13.
January 4	Agreement between the 11 companies and the union was reached following all-day and all-night bargaining sessions.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

January 5, 1960	Memoranda of agreement were signed between the major steel producers and union representatives following approval by the union wage policy committee. Terms of the agreements included: A wage increase, deferred until December 1, 1960, to average 9.4 cents an hour including estimated effect on incentive pay (average 8.3 cents in hourly rates—7 cents general increase plus 0.2-cent increase in increments between 31 job classes, with top job class receiving 13 cents); effective October 1, 1961, additional average 8.6 cents including estimated effect on incentive pay (average 7.6 cents increase in hourly rates—7 cents general increase plus 0.1-cent increase in increments between job classes, with top class receiving 10 cents); escalator clause revised to retain current 17 cents cost-of-living allowance, provide two cost-of-living reviews and limit maximum additional adjustment to 6 cents effective October 1, 1961, of which maximum 3 cents cost-of-living adjustment effective December 1, 1960, to be reduced by 0.1 cent for each full 18 cents increase in insurance cost over base average monthly net insurance cost of $20.16 per employee. Also, minimum $2.50-a-month pension for each year's service prior to January 1, 1960, and $2.60 a month for each year thereafter for a maximum of 35 years (was $2.40 a month for service prior to November 1, 1957, and $2.50 a month thereafter for maximum of 30 years) or additional $5 a month for future retirees when applying alternate 1-percent formula in computing pension benefits; 13 weeks' vacation pay (less vacation pay during year) in lump sum on retirement with regular pension beginning fourth month; early retirement (by mutual agreement) at full benefit at age 60 after 15 years' service (was at reduced benefits), or at age 55 after 20 years' service if terminated by reason of permanent shutdown, layoff, or sickness resulting in break in service provided employee has attained age 53 and 18 years' service on date he ceases work; $100 a month future minimum disability benefit (was $90); companies also increased existing pensions by $5 a month. Also, companies to assume full cost of insurance program (was 50-50 contribution) and program improvement to provide: $4,000 to $6,500 life insurance (was $3,500 to $6,000 at most companies), life insurance retained during first 2 years of layoff with employee paying 60 cents per $1,000 after first 6 months; $53 to $68 weekly sick and accident benefit (was $42 to $57 at most companies), and 6-month retention of hospital, surgical, and related coverages for laid-off employees with 2 years' service; higher existing benefits continued for employees already on payroll at Allegheny Ludlum, Armco, Inland, and Wheeling, and existing hospital and surgical program at Inland continued for all employees; previous supplemental unemployment benefits plan extended with companies paying 3 cents cash and 2 cents contingent liability (the contingent liability which had been canceled in accordance with prior agreement was restored). Also, agency shop was provided where State laws banned the union shop. A joint Human Relations Research Committee was established to study and recommend solutions of mutual problems relating to equitable wage and benefit adjustments, job classification, incentive pay, protection of long-service employees against layoffs, medical care, and other problems. Questions of local working conditions were to be referred to a joint study committee headed by a neutral chairman, which was to report by November 30, 1960.

17. Basic Steel Industry Dispute, 1959—United Steelworkers of America (AFL–CIO) v. basic steel industry—Continued

January 7, 1960	The Board of Inquiry formally ended its duties with submission of its final report to the President. The report described both parties' positions just before settlement and the "last offers" of the producers at that time.
January 8	Allegheny Ludlum was the first of the 11 major producers to sign a formal contract with the steelworkers union. Inland, Bethlehem, Jones and Laughlin, Youngstown Sheet and Tube, Colorado Fuel and Iron, and United States Steel also signed. Others were expected to follow.
January 20	Polling of some 14,000 steelworkers was conducted by the NLRB on the final contract offers of 7 steel companies which had not as yet signed the basic industry agreement. Earlier, a group of 31 iron ore mining concerns settled their differences with the union. Approximately 11,000 other steelworkers faced the possibility of resuming the strike when the injunction expired. They did not vote because the companies had withdrawn their "last offer," according to the union, thus leaving no basis for balloting. The steelworkers asked the U.S. District Court to dissolve the injunction and to order payment of a 4-cent cost-of-living increase retroactive to January 1. Also, the union sought retroactivity of any wage increases won to cover the period of the injunction. Judge Sorg denied the motion to dissolve the injunction while reserving decision on the other requests.
January 24	Pittsburgh Steel Co., the last unsigned major producer, agreed to an indefinite contract extension, cancelable by either side on 5 days' notice. Three small companies still remained unsigned. The NLRB announced that its poll of workers employed by four companies (Pittsburgh Steel, Joseph T. Ryerson and Sons, Moltrop Steel Products, and Acme Steel) voted by a 2 to 1 margin to reject management's "last offer."
January 26	Judge Sorg dissolved the Taft-Hartley injunction, thus making it possible for those workers still working without contracts to renew the strike. Judge Sorg's cost-of-living decision specified that workers still without contracts would be entitled to the 4-cent increment for work performed under the injunction "unless new agreements are entered into providing otherwise."
January 27	The union decided not to strike, for the time being, any of the mills and warehouses still unsigned.
January 28	Pittsburgh Steel Co. and the union reached an agreement, affecting some 7,300 workers in 6 plants. Incentive pay rates were the contentious issue; however, this was to be resolved by a joint incentive study committee which must hand down a decision by July 15. If the committee's report is rejected, the union may call a strike upon 5 days' notice. The rest of the settlement was substantially the same as that between the union and the other major producers.

[1] United States Steel Corp., Bethlehem Steel Corp., Republic Steel Corp., Jones and Laughlin Steel Corp., Youngstown Sheet and Tube Co., Inland Steel Co., Armco Steel Corp., Great Lakes Steel Corp., Kaiser Steel Corp., Colorado Fuel and Iron Corp., Wheeling Steel Corp., and Allegheny Ludlum Steel Corp.

Footnotes—Continued

[2] The so-called section 2-B clauses in the U. S. Steel agreement, also found in other, but not all, major steel agreements, and which figured prominently in later discussions of "local practices" read as follows:

Local Working Conditions. The term "local working conditions" as used herein means specific practices or customs which reflect detailed application of the subject matter within the scope of wages, hours of work, or other conditions of employment and included local agreements, written or oral, on such matters. It is recognized that it is impracticable to set forth in this agreement all of these working conditions, which are of a local nature only, or to state specifically in this agreement which of these matters should be changed or eliminated. The following provisions provide general principles and procedures which explain the status of these matters and furnish necessary guideposts for the parties hereto and the Board /of Arbitration/.

1. It is recognized that an employee does not have the right to have a local working condition established, in any given situation or plant where such condition has not existed, during the term of this agreement or to have an existing local working condition changed or eliminated, except to the extent necessary to require the application of a specific provision of this agreement.

2. In no case shall local working conditions be effective to deprive any employee of rights under this agreement. Should any employee believe that a local working condition is depriving him of the benefits of this agreement, he shall have recourse to the grievance procedure and arbitration, if necessary, to require that the local working condition be changed or eliminated to provide the benefits established by this agreement.

3. Should there be any local working conditions in effect which provide benefits that are in excess of or in addition to the benefits established by this agreement, they shall remain in effect for the term of this agreement, except as they are changed or eliminated by mutual agreement or in accordance with paragraph 4 below.

4. The company shall have the right to change or eliminate any local working condition if, as the result of action taken by management under Section 3—Management, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition; provided, however, that when such a change or elimination is made by the company any affected employee shall have recourse to the grievance procedure and arbitration, if necessary to have the company justify its action.

5. No local working condition shall hereafter be established or agreed to which changes or modifies any of the provisions of this agreement. In the event such a local working condition is established or agreed to, it shall not be enforceable to the extent that it is inconsistent with or goes beyond the provisions of this agreement, except as it is approved by an international officer of the union and the industrial relations executive of the company.

[3] Background Statistics Bearing on the Steel Dispute, United States Department of Labor, August 1959.

[4] Contract proposals were handed to the union on October 1 and were restated and clarified on October 3.

[5] Executive Order 10843.

[6] Report to the President, The 1959 Labor Dispute in the Steel Industry, submitted by the Board of Inquiry under Executive Order 10843 and 10848, Oct. 19, 1959.

[7] Title II, Section 208. The Government and union agreed to proceed directly to the injunction question which, if granted, would be final for the entire 80-day period, with an immediate full hearing for the union. Customarily, the Government asks for a temporary restraining order (limited to 10 days) in which only its arguments need be heard.

[8] See Monthly Labor Review, December 1959, pp. 1345 and 1378.

18. Maritime Industry Dispute, Atlantic, Pacific, and Gulf Coasts, 1961—Maritime unions [1] v. certain shipowners and operators in the United States foreign and domestic trade

June 16, 1961	Work stoppage of maritime workers began in Atlantic, Pacific, and Gulf ports after the maritime unions and the shipowners and operators failed to agree on the unions' demand that their contracts be extended to cover workers on ships owned and operated by United States interests but flying foreign flags. Other demands varied among the unions and related to inequities between licensed and unlicensed personnel with regard to vacations, travel, and lodging allowances, and work rules.
June 17	Secretary of Labor Arthur J. Goldberg, who upon request of the President had been directing mediation efforts in New York since June 15, asked all parties in the dispute to resume direct negotiations. Series of joint meetings conducted by the Federal Mediation and Conciliation Service ended with no progress reported.
June 23	Secretary Goldberg recommended to all parties that they submit their unresolved issues to an impartial public group for a period of 60 days for study and recommendation and subsequent negotiations, and that meanwhile they resume operations. Ship operators agreed to this proposal; the unions rejected it.
June 24	President Kennedy ordered an investigation into the impact of the strike on the Nation's health, economy, and safety, preparatory to his decision on whether to invoke the emergency provisions of the Taft-Hartley Act. The Secretary of Labor ascertained that the stoppage of shipping was affecting a substantial portion of trade, commerce, and transportation, and that it would imperil the national health and safety if the stoppage were permitted to continue.
June 26	Board of Inquiry appointed by the President. Members: David L. Cole of Paterson, N.J., lawyer and former director of the Federal Mediation and Conciliation Service, chairman; Samuel I. Rosenman, lawyer of New York City and former New York State Supreme Court Justice; and James J. Healy, Professor of Industrial Relations, Graduate School of Business Administration, Harvard University. In addition to the duties of the Board as required by the statute, the President requested that the Board direct its immediate attention to achieving a settlement. He instructed the Board to report to him on or before June 30.
June 27	The Board met in New York in public session briefly, then met privately with shipowners and union representatives to determine whether the Board could arrange prompt resumption of the deadlocked negotiations. The Marine Engineers' Beneficial Association and the International Organization of Masters, Mates and Pilots, through their attorneys, told the Board that their members were excluded from the provisions of the Taft-Hartley Act because of their supervisory status.
June 28	Meetings continued, including both formal hearings and informal inquiries into the facts and issues under Board of Inquiry—Federal Mediation and Conciliation Service auspices. These meetings at times included both employers and unions; at other times they were held separately with different union and management groups.
June 29	President Kennedy postponed until 9 a.m., July 3, the deadline for the Board to report the facts of the dispute to him.

See footnote at end of table.

18. Maritime Industry Dispute, Atlantic, Pacific, and Gulf Coasts, 1961—Maritime unions [1] v. certain shipowners and operators in the United States foreign and domestic trade—Continued

July 1, 1961	At a joint conference attended by the Director of the Federal Mediation and Conciliation Service and a member of the Board of Inquiry, the Marine Engineers' Beneficial Association reached agreement with the Pacific Maritime Association which laid the groundwork for movement of 150 ships.
July 2	The Board submitted two reports to the President. The main report outlined the disputes and indicated that although there had been agreement between some of the parties, full accord had not been reached and the strike was continuing. The supplemental report outlined the mediation work the Board had undertaken at the President's request and reported their findings on the proposals made for minimizing the effect of the strike on national health and safety. Agreements were signed by a group of Gulf Coast shipowners with two unions—Masters, Mates and Pilots and the American Radio Association.
July 3	The President directed the Attorney General to petition the U.S. District Court for the Southern District of New York for an injunction. Judge Sylvester J. Ryan issued a temporary 5-day restraining order. Attorneys for the National Marine Engineers' Beneficial Association, Seafarers' International Union, and the International Organization of Masters, Mates and Pilots sought a stay of the restraining order until a hearing of the appeal which had been filed by these defendants from that order. Judge Clark of the U.S. Circuit Court of Appeals denied the stay.
July 6	Agreement reached between National Maritime Union and the American Merchant Marine Institute after a series of conferences held under joint auspices of the Board of Inquiry and Federal Mediation and Conciliation Service. Sailings of American ships in ports on three coasts were nearly normal. More than half of the 950-ship United States flag fleet were able to sail under agreements reached with unions or under contracts with other unions not involved in the strike.
July 7	Hearing was held on the Government's motion for a preliminary injunction and the temporary restraining order was extended until July 12.
July 10	Judge Ryan extended the temporary restraining order to an 80-day injunction under the emergency provisions of the Taft-Hartley Act preventing any renewal of the walkout until September 21. He directed the unions and the six company groups to continue collective bargaining in an effort to settle their differences before expiration of the injunction. Judge Ryan dismissed the argument offered by the Masters, Mates and Pilots and the Marine Engineers' Beneficial Association that they were beyond the purview of the act because their members were supervisory personnel rather than employees. Agreement was reached between the American Radio Association and East Coast dry-cargo companies after many meetings between the parties, participated in by members of the Board of Inquiry and the Federal Mediation and Conciliation Service.

See footnote at end of table.

18. Maritime Industry Dispute, Atlantic, Pacific, and Gulf Coasts, 1961—Maritime unions[1] v. certain shipowners and operators in the United States foreign and domestic trade—Continued

August 17, 1961 -------	The U.S. Court of Appeals held hearings on the union petition to dismiss the injunction.
August 22 ----------	The President reconvened the Board of Inquiry and meetings were held in New York. Working with the Board, Federal mediators resumed meetings with maritime groups in an effort to bring about an agreement. The U.S. Court of Appeals upheld a U.S. District court injunction of July 10 against renewal of the maritime strike before September 21.
August 24 ----------	The threat of a renewal of the strike virtually disappeared as the Marine Engineers' Beneficial Association announced agreements completed with Atlantic and Gulf dry-cargo and tanker companies.
August 25 ----------	Tanker companies reached agreement with the International Organization of Masters, Mates and Pilots on the East Coast. The National Labor Relations Board mailed last-offer ballots to members of maritime unions. Ballots were mailed in advance to ports where the union members' ships were scheduled to put in.
September 1 ----------	Final report of the Board of Inquiry submitted to the President. The Board reported that the following disputes remained in progress: The Alcoa Steamship Co. and the Seafarers' International Union; the Pacific Maritime Association and the International Organization of Masters, Mates and Pilots; the Pacific Maritime Association and the American Radio Association. The report included the last offer made by the companies to the unions that had not agreed on a contract.
September 7 ----------	Masters, Mates and Pilots indicated rejection of the NLRB balloting due to eligibility of voters being limited to those employed—approximately one-third of the membership. American Radio Association refused to negotiate with Pacific Maritime Association pending outcome of dispute with the Masters, Mates and Pilots.
September 9 ----------	Officers of West Coast ships were voting in various world ports on contract offers submitted by the Pacific Maritime Association to the International Organization of Masters, Mates and Pilots and the American Radio Association and by the Alcoa Steamship Co. to the Seafarers' International Union.
September 16 ----------	Board member James J. Healy was retained as a special mediator to try to settle the Pacific Coast maritime disputes prior to expiration of the injunction. American Radio Association reached agreement with Pacific Coast shipowners during conferences held under joint auspices of Federal Mediation and Conciliation Service and the Board of Inquiry. The contract was promptly ratified by the membership.
September 18 ----------	Secretary Goldberg announced the appointment of a committee to study the foreign flag issue and make recommendations. Members: Under Secretary of Labor W. Willard Wirtz, chairman; Edward Gudeman, Under Secretary of Commerce; and Donald B. Straus, New York, labor arbitrator.

See footnote at end of table.

18. Maritime Industry Dispute, Atlantic, Pacific, and Gulf Coasts, 1961—Maritime unions [1] v. certain shipowners and operators in the United States foreign and domestic trade—Continued

September 20, 1961	Masters, Mates and Pilots rejected the "final offer" of Pacific Maritime Association. National Labor Relations Board suspended tabulation of the voting because of apparent error in last offer submitted to Masters, Mates and Pilots employed members.
September 21	The 80-day injunction expired. Alcoa Steamship Co. and the Seafarers' International Union concluded a 1-year agreement a few hours before the expiration. Federal mediators continued to take part in negotiations in the Pacific Coast dispute involving the Masters, Mates and Pilots. [2]
September 25	The injunction was dissolved by Federal Judge Sylvester J. Ryan on motion by the Government, effective September 21.
January 25, 1962	The President submitted a report on the dispute to Congress. He concluded with the information that the injunction had been lifted, effective September 21, and that settlements were reached by all parties to the dispute.

[1] National Maritime Union of America, Seafarers' International Union of North America, National Marine Engineers' Beneficial Association, International Organization of Masters, Mates and Pilots, American Radio Association, Radio Officers Union, and the Staff Officers Association of America.

[2] Strike involving this union and the member companies of the Pacific Maritime Association began at Pacific Coast ports September 28. This dispute was the only part of the national maritime strike which was not settled before the expiration of the injunction. By October 4, 28 ships were tied up. On October 5, the Secretary of Labor appointed a Board of Inquiry, composed of W. Willard Wirtz, Under Secretary of Labor; William E. Simkin, Director, Federal Mediation and Conciliation Service; and James J. Healy, member of the President's Board of Inquiry. Settlement was reached October 11, and the union voted to ratify the contract and return to work. Negotiations were to continue on some issues.

19. Maritime Industry Dispute, West Coast and Hawaii, 1962—Seafarers' International Union of North America (3 subdivisions) [1] v. shipowners and operators represented by the Pacific Maritime Association

September 30, 1961	Contract expired. Negotiations broke down in February 1962, after the parties failed to reach agreement on wages, overtime, welfare benefits, and vacations.
February 18, 1962	Work stoppage of West Coast maritime workers, threatened for February 20, averted after appointment of a special mediation panel by William E. Simkin, Director of the Federal Mediation and Conciliation Service. Members: Robert H. Moore, Deputy Director of the Federal Mediation and Conciliation Service; James J. Healy, professor of industrial relations, Graduate School of Business Administration, Harvard University; and Commissioner George Hillenbrand, of the San Francisco office of the Mediation and Conciliation Service.
February 26	The panel met in San Francisco with shipowners and negotiating committees of the unlicensed maritime unions, and continued meetings for almost 3 weeks, but was unable to effect a settlement.

See footnote at end of table.

19. Maritime Industry Dispute, West Coast and Hawaii, 1962—Seafarers' International Union of North America (3 subdivisions)[1] v. Shipowners and Operators represented by the Pacific Maritime Association—Continued

March 16, 1962	Work stoppages began; 22 ships were immediately tied up, and others were struck as they reached port.[2] About 5,000 workers were directly idled at peak of strike. Longshoremen pledged to support the strike by honoring picket lines, but the Pacific Maritime Association obtained a Federal court order prohibiting the strikers from interfering with the unloading of military and perishable cargo, baggage, and mail from ships.
March 17	Striking seamen withdrew picket lines from all San Francisco piers in compliance with court order.
March 19	Strike spread to West Coast ports from Puget Sound to San Diego and Hawaii.
March 20	Shipowners accepted a Federal judge's proposal for arbitration of the dispute; the striking unions rejected the proposal.
March 21	Shipowners and the striking unions agreed to resume negotiations with the assistance of a Federal mediator.
March 29	Governor William T. Quinn of Hawaii flew to San Francisco to seek permission for the unloading of eight freighters tied up in Honolulu. He emphasized immediate action was necessary.
April 2	Secretary of Labor Arthur J. Goldberg met with company and union negotiators in Washington. Immediately after the meeting, he appointed a three-man panel to pursue further mediation efforts. The panel was directed to report back to the Secretary by noon, April 7. Panel members: W. Willard Wirtz, Under Secretary of Labor, chairman; Robert H. Moore, Deputy Director of the Federal Mediation and Conciliation Service; and Professor James J. Healy. After meeting with the parties on April 5 and 6, the panel reported that no accord could be reached.
April 3	Governor Quinn proclaimed a state of emergency in Hawaii, and sent a radiogram to President Kennedy requesting immediate shipping relief.
April 7	Board of Inquiry appointed by the President. Members: Professor James J. Healy, chairman; Frank J. Dugan, professor, Georgetown University Law School; Lawrence E. Seibel, arbitrator, Washington, D.C. The Board was instructed to report to the President by April 11. Telegrams to the parties informed them that the Board would meet in Washington April 9. The parties were invited to appear, and each was requested to submit a written statement of its position. Both parties submitted statements, but deemed a personal appearance unnecessary, since the Board chairman had spent many days as a member of two special mediation panels, and was considered to have knowledge of the parties' positions and the facts with respect to the dispute.

See footnotes at end of table.

19. Maritime Industry Dispute, West Coast and Hawaii, 1962—Seafarers' International Union of North America (3 subdivisions) [1] v. Shipowners and Operators represented by the Pacific Maritime Association—Continued

April 11, 1962	The Board submitted its report to the President. The report indicated that agreement had been reached on a few issues (mostly noneconomic), but stated that a number of work rule changes and economic issues remained unsettled. The report summarized the positions of the parties on the unsettled issues and stated that the underlying issue in dispute was the total cost of a package settlement. In conclusion, the Board reaffirmed the view of the 1961 Maritime Board of Inquiry—that one of the most important obstacles to settlement was the multiplicity of agreements in the maritime industry.
	The President directed the Attorney General to petition the United States District Court for the Northern District of California for an injunction.
	Judge George B. Harris, Federal District judge in San Francisco, issued a temporary restraining order, and set April 16 to hear arguments on the motion for preliminary injunction.
April 17	Negotiators met at the request of Judge Harris. Arthur C. Viat, Regional Director of the Federal Mediation and Conciliation Service, reported no progress was made.
April 18	Judge Harris extended the temporary restraining order to an 80-day injunction, under the emergency provisions of the Taft-Hartley Act, preventing any renewal of the strike until June 30.
May 9	The Secretary of Labor appealed to the shipowners and unions to settle their dispute.
June 1	The Board of Inquiry requested the parties to submit written statements concerning the efforts toward settlement and their present position.
June 6	The Pacific Maritime Association asked President Kennedy to appoint a special panel to study the issues and make a recommendation for settlement.
June 11	The Board of Inquiry reported to the President. The various solutions explored, and forms of arbitration suggested, were reported. The report concluded that the 60-day period had witnessed a substantial narrowing of differences between the parties; that remaining differences did not justify resumption of a strike; and that a settlement should be attainable.
	The National Labor Relations Board mailed ballots to members of the three striking unions for a vote on the Pacific Maritime Association's final offer. The voting period was to end June 26. Morris Weisberger, head negotiator for the union, urged members not to vote.[3]
June 12	President Kennedy named James J. Healy as a special mediator to try to settle the dispute. Professor Healy announced he would hold "showdown" meetings, both separate and joint, until either a settlement was reached or there was a final deadlock.

See footnotes at end of table.

19. Maritime Industry Dispute, West Coast and Hawaii, 1962—Seafarers' International Union of North America (3 subdivisions) [1] v. Shipowners and Operators represented by the Pacific Maritime Association—Continued

June 21, 1962	Contract agreement reached.[4] Representatives of the shipowners and unions agreed to submit the agreement to their respective memberships with recommendations for approval. J. Paul St. Sure, President of the Pacific Maritime Association, called the 44½-month contract a "major achievement" because it meant that all maritime contracts on the West Coast would have a common expiration date—June 15, 1965.
July 2	Court injunction officially discharged.
July 16	The Seafarers' International Union notified the Pacific Maritime Association of official ratification of the contract by the Sailors' Union of the Pacific, Pacific Coast Marine Firemen, Oilers, Watertenders, and Wipers Association, and the Marine Cooks and Stewards' Union.

[1] Three subdivisions of the Seafarers' International Union involved—Sailors' Union of the Pacific; Pacific Coast Marine Firemen, Oilers, Watertenders, and Wipers Association; and the Marine Cooks and Stewards Union.

[2] This was the third strike of maritime workers on the West Coast within 10 months—the first occurred in June 1961; the second occurred in late September 1961.

[3] Results of the National Labor Relations Board vote were not certified to the Attorney General, since a settlement was reached before the end of the voting period.

[4] The contract provided for a 2-percent increase in base, penalty, and overtime rates effective October 1, 1961; maximum of 7.85-percent adjustment effective October 1963 for work rule changes; 5 days' vacation (was 3) for each 30 days worked retroactive to October 1, 1961; $150-a-month maximum pension benefit (was $125), normal retirement at age 62 (was 65) and early retirement at age 57 (was 60) effective October 1, 1962; companies to pay $1.10 a day to welfare fund (was 80 cents) retroactive to October 1, 1961, with existing benefits guaranteed during agreement term; companies to pay 5 cents a day to work stabilization fund and 5 cents a day to industry fund effective October 1, 1962—money to be placed in escrow pending decision on use of funds.

NOTE: Following protests of the unions and the Pacific Maritime Association during the period of the injunction, Judge Harris modified the restraining order to (1) permit seamen to walk off ships in American ports at the expiration of the truce; (2) hold seamen in violation of the injunction if they refused to sign onto ships which would not complete voyage by June 29; and (3) provide for seamen to remain aboard ships until cargo is unloaded, even if they return to port after the truce expires and the strike resumes.

In late April, the unions filed appeals in the Ninth U.S. Circuit Court of Appeals, charging that these modified orders deprived the unions of the right to strike. The Circuit Court ruled that unions must sign on for trips of normal length throughout the 80-day "cooling off" period, but left the unions free to walk off the ships as soon as the injunction ended. The U.S. Supreme Court refused to review the lower court's ruling and, in effect, upheld ruling of the U.S. Circuit Court of Appeals.

20. Republic Aviation Corp., Farmingdale, Long Island, N.Y., 1962—v. International Association of Machinists (AFL–CIO)[1]

March 5, 1962	Company and union representatives met in direct negotiations. They were joined by Federal mediators in mid-March. The major issues in dispute related to job security, seniority, and severance pay. Daily meetings were held under Federal Mediation and Conciliation Service auspices through April 1.
April 1	Two-year contract expired. The union rejected the company's final offer and voted to strike.
April 2	Strike by machinists began at 12:01 a.m., idling about 8,800 production workers; craft unions joined the strike soon thereafter.
April 6	Between April 6 and 30, company and union negotiators held several joint meetings under the auspices of Federal mediators.
May 7	Negotiations broke down and bargaining sessions were recessed subject to call.

See footnote at end of table.

20. Republic Aviation Corp., Farmingdale, Long Island, N.Y., 1962—
v. International Association of Machinists (AFL–CIO)[1]—Continued

May 14, 1962	William E. Simkin, Director of the Federal Mediation and Conciliation Service, met with both sides in Washington. Ten meetings were held between May 14 and May 23.
May 22	The Defense Department announced that the 53-day-old strike had slowed deliveries of aircraft to a point where the impact would be felt by Air Force defense installations in Europe and the Pacific.
May 28	Secretary of Labor Arthur J. Goldberg, Assistant Secretary James J. Reynolds, and representatives of the Federal Mediation and Conciliation Service met with both parties. The Director of FMCS continued negotiations on May 29. No agreement was reached and meetings were recessed subject to call.
June 7	Board of Inquiry appointed by the President. Members: Lloyd K. Garrison, attorney, New York City, chairman; Arthur Stark and James C. Hill of New York, both arbitrators.
June 11	The Board of Inquiry held hearings June 11 and 12 in New York City.
June 14	The Board reported to the President that "after all the efforts at settlement which have been made by the Government, an impasse remains." The Board also reported that there appeared to be no immediate possibility of the parties settling the dispute.
June 15	President Kennedy ordered the Justice Department to halt the strike by obtaining an 80-day injunction. Federal Judge Walter Bruchhausen of Brooklyn signed a restraining order that directed the strikers to return to work Monday morning. Judge Bruchhausen set June 20 for a hearing on the Government's petition for a temporary injunction against the strike.
June 18	Striking machinists and craft unions complied with the Government order and returned to work.
June 20	Judge Bruchhausen issued an injunction against the unions restraining them from striking for 80 days. The order was predated to June 16, and prohibited a resumption of the strike until September 4.
June 28	Mediation efforts resumed and Republic announced settlement with IBEW, Local 25 (agreed upon June 27), marking the first break in the strike.
July 2	The Regional Director of the Federal Mediation and Conciliation Service in New York summoned negotiators for both sides to a joint meeting July 5, the first face-to-face meeting since May 28.
July 19	The company announced 60 new contracts had been obtained and that, instead of mass layoffs, it actually would hire more men.
August 1	The Director of the Federal Mediation and Conciliation Service requested that negotiations be shifted to Washington, after mediators reported that both sides were still deadlocked. When the union representatives were unable to come to Washington, the Director and other representatives of FMCS continued negotiations in the New York area.

See footnote at end of table.

20. Republic Aviation Corp., Farmingdale, Long Island, N.Y., 1962—
v. International Association of Machinists (AFL–CIO)[1]—Continued

August 12, 1962	IAM ratified a new 3-year contract,[2] reached on August 10. Republic also announced it had reached settlements with the craft unions.
August 14	The Board of Inquiry made its final report to the President. The report indicated that all parties, except John G. Sharp (concessionaire), and Hotel and Restaurant Workers, had reached agreement.
August 28	Addendum to Board's final report indicated that all unions had reached agreement.
September 7	Injunction dissolved.

[1] The International Association of Machinists was supported by four craft unions—United Brotherhood of Carpenters and Joiners, International Brotherhood of Electrical Workers, International Union of Operating Engineers, and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry—and by Hotel & Restaurant Employees and Bartenders International Union in the plant cafeteria (John G. Sharp, operator).

[2] The IAM contract provided 6½-cent wage increase retroactive to June 15, 1962; additional average 7½ cents effective April 1, 1963, and average 8 cents effective April 6, 1964; additional 10-cents-an-hour inequity adjustment to certain classifications; two new top labor grades established and upgrading procedure revised; current 6-cent cost-of-living allowance incorporated into base rates (includes 1-cent adjustment under the new agreement—company had granted similar increase to salary and nonunion hourly employees effective April 2, 1962). Other benefits effective April 1, 1962: Improved holiday provisions; 3 weeks' vacation after 10 years (was 12); additional 2-cent-an-hour cost to company for improved insurance, including semiprivate hospital room (was $18); improved surgical schedule and up to 31 days' coverage for laid-off employees; establishment of $50 lump-sum severance benefit for each year's service (maximum $500) financed by initial $1 million company payment and 5 cents an hour thereafter; limit on duration of supplementary jury-duty pay eliminated (was 2 weeks a year). Several other issues were agreed upon including improved seniority application and a clarification of work out of classification.

21. Longshoring Dispute on the Atlantic and Gulf Coasts, 1962–63—International Longshoremen's Association (AFL–CIO) v. shipping and stevedoring companies

June 13, 1962	The first bargaining session between union representatives and officials of the New York Shipping Association was held.[1] The union presented its proposals for contract revision. Major items concerned wages and hours of work.
July 16	The New York Shipping Association presented its counterproposals, offering a wage increase and pension and welfare plan improvements, conditioned on work-rule changes.
August 23	William E. Simkin, Director of the Federal Mediation and Conciliation Service, appointed a special mediation panel to attempt to resolve the economic issues for all East Coast ports from Maine to Virginia.[2] Panel Members: Robert H. Moore, Deputy Director of FMCS, chairman; Herbert Schmertz, General Counsel, FMCS; Thomas G. Dougherty, and Daniel F. Fitzpatrick, FMCS commissioners from the New York regional office. John Andrew Burke, Maritime Coordinator for the Federal Mediation and Conciliation Service, assisted the panel. Joseph F. Finnegan, chairman of the New York State Department of Labor, and Harold Felix, New York City Department of Labor, also appointed representatives to work with the mediation panel.
September 4	Joint negotiations resumed under auspices of the Federal Mediation and Conciliation Service.
September 11	The union notified Secretary of Labor W. Willard Wirtz, Governor Hughes of New Jersey, and Governor Rockefeller of New York that negotiations were deadlocked and that a strike was in prospect.

See footnotes at end of table.

21. Longshoring Dispute on the Atlantic and Gulf Coasts, 1962–63—International Longshoremen's Association (AFL–CIO) v. shipping and stevedoring companies—Continued

September 12, 1962	Both industry and union officials sent telegrams to President Kennedy alerting him to an impending strike.
September 13	Talk to parties in New York by Assistant Secretary of Labor Reynolds.
September 20	Vote by ILA in New York on employer offer. Rejected.
September 24	The Federal Mediation and Conciliation Service proposed a 1-year contract extension, with no changes except with respect to wage and fringe items, pending a joint study of the disputed manpower utilization and job security issues. Union rejected; New York Shipping Association would accept, providing unresolved issues went to binding arbitration.
September 27–28	Meetings held under FMCS auspices in Miami, Mobile, New Orleans, and Galveston.
October 1	Upon the expiration of the contract, a strike of approximately 50,000 longshoremen began at 12:01 a.m., tying up ports from Maine to Texas.
	Board of Inquiry appointed by the President 10 hours after strike began. Members: Robben W. Fleming, professor of law at the University of Illinois, chairman; Vernon H. Jensen, professor of industrial and labor relations at Cornell University; and Robert L. Stutz, associate professor of industrial administration at the University of Connecticut.
October 2	The Board began hearings in New York City.
October 4	The Board reported to the President that despite repeated meetings and mediation efforts, almost no progress had been made toward an agreement, and that the widespread impact in all the major ports created an intolerable condition which necessitated resumption of work and an early settlement of the dispute.
	The President immediately signed the order directing the Attorney General to petition the appropriate district court for an injunction against the strike.
	Judge F. X. McGohey, Federal District Court, issued a 10-day temporary restraining order, effective at 4:25 p.m.[3] Judge McGohey set October 10 for a hearing to determine whether to extend the injunction to the full 80 days.
October 6	Longshoremen returned to work in all East and Gulf Coast ports.
October 10	Judge McGohey extended original 10-day restraining order to full 80-day period authorized by the Labor Management Relations (Taft-Hartley) Act, prohibiting a resumption of the strike until December 23.
October 16	The Board of Inquiry began exploratory talks with industry and union representatives. The Board met jointly and separately with the parties between October 16 and October 31, but both sides remained adament in their respective positions.
	The Board terminated its mediation efforts after the union rejected a recommendation to put off demands for a 6-hour day and higher base pay rate, and the employers rejected the recommendation to defer their demands for changes in work gang sizes.

See footnote at end of table.

21. Longshoring Dispute on the Atlantic and Gulf Coasts, 1962–63—International Longshoremen's Association (AFL–CIO) v. shipping and stevedoring companies—Continued

October 23, 1962	Deputy Director and Coordinator met with South Atlantic and Gulf ILA delegates in New York. Resumption of negotiations was begun.
November 7	Under sponsorship of Federal mediators, the parties began a point-by-point discussion of the disputed issues.
November 27	The union wage scale committee recommended rejection of the employers' final offer, which proposed that work gangs be reduced by one man a year during the next 3 years and a total wage offer of a 27-cent-an-hour increase over a 3-year period.
December 3	The Board of Inquiry submitted its second report to the President. The report stated that negotiations in New York foundered on the manpower utilization issue, and that there had been no substantial change in the positions of the parties. Because of the patternsetting potential of the New York contract, local negotiations in both Atlantic and Gulf Coasts ports had been perfunctory or held in abeyance.
December 14	Vote on employers' last offer began in New York under auspices of the National Labor Relations Board; voting in other ports was scheduled for December 17 and 18. Joint meeting in Washington under auspices of Labor Secretary Wirtz.
December 17	Parties resumed meeting in New York.
December 19	The NLRB reported that longshoremen rejected the employers' last offer by a vote of 25 to 1.
December 23	Eighty-day injunction expired. Longshoremen rejected President Kennedy's plea for a 90-day truce, and resumed the strike.[4] The President had telegraphed industry and union representatives, proposing that a committee organized by the Secretary of Labor study manpower utilization, job security and related issues, and that another committee, headed by Judge Harold R. Medina, recommend settlements on all other matters by February 15.
December 25	The National Maritime Union of America stated its members would honor the ILA picket lines. Six other maritime unions had also pledged to support the ILA strike.
January 16, 1963	President Kennedy appointed a three-man board to mediate the strike shortly after the Secretary of Labor reported that negotiations had collapsed.
	Board members: Senator Wayne Morse, chairman; James J. Healy, Harvard University professor; and Theodore Kheel, New York City arbitrator.
	The President instructed the Board to propose action to Congress if no contract settlement could be reached by January 20.
January 20	The Board made the following recommendations for ending the strike: 24-cent-an-hour wage increase over the next 2 years (15 cents retroactive to October 1, 1962), plus 13 cents for improved pensions, health, and welfare benefits.
	The recommendations also included provisions for a "study by the Department of Labor under the direction of the Secretary of Labor of the problems of manpower utilization, job security and all other related issues which affect the longshore industry." Provision was also made for a neutral board to make recommendations toward implementing the findings of the study in the event that the parties fail to agree by July 31, 1964.

See footnote at end of table.

21. Longshoring Dispute on the Atlantic and Gulf Coasts, 1962–63—International Longshoremen's Association (AFL–CIO) v. shipping and stevedoring companies—Continued

January 22, 1963	The New York Shipping Association announced acceptance of the Board's recommendation.
January 26	Longshoremen in the Port of New York returned to work. Settlements were completed in all other ports by January 27, and normal operations were resumed January 28.
February 20	The Board reported to the President. The report summarized the Board's mediation efforts, the recommendations made, and the guiding criteria used in formulating its proposal.

[1] The New York Shipping Association was empowered to bargain for management groups from Maine to Virginia on "Master Contract" items. Traditionally, negotiations in New York on the Master Contract, while not binding in the South Atlantic and Gulf ports, set the pattern for settlement there. Employer groups involved included the following: New York Shipping Association, Inc.; Harbor Carriers of the Port of New York; Steamship Trade Association of Baltimore, Inc.; Philadelphia Marine Trade Association; New Orleans Steamship Association; Hampton Roads Maritime Association; Mobile Steamship Association; West Gulf Maritime Industry; Boston Shipping Association; and South Atlantic Employers Association.

[2] After the 1959 contracts were signed, the Federal Mediation and Conciliation Service maintained continuous liaison with the parties in an effort to avoid a crisis in 1962. In January 1962, Federal mediators met with top union and industry representatives and suggested that bargaining get underway early. At that time, both sides undertook factual surveys on several key points.

[3] This was the fourth time since 1948 that the longshoremen have been ordered back to work by Federal court injunction, and the eighth time that workers in the maritime field have been under directive of the Taft-Hartley Act.

[4] This was the fourth time a longshore strike had occurred or resumed after an 80-day "cooling off" period.

22. Aerospace Industry Dispute, 1962 [1]—Lockheed Aircraft Corp. v. International Association of Machinists (AFL–CIO)

July 21, 1962	In compliance with the recommendations of William E. Simkin, Director of the Federal Mediation and Conciliation Service, President Kennedy called for a 60-day truce and appointed a three-man board of public citizens to assist Federal mediators in negotiations.[2] Members: Dr. George W. Taylor, professor of industry at the University of Pennsylvania, chairman; Ralph T. Seward, umpire for Bethlehem Steel Co. and the United Steelworkers of America, and Dr. Charles C. Killingsworth, professor of economics at Michigan State University.
July 28	The unions agreed to the truce and the Board began hearings at the Federal Mediation and Conciliation Service office in Los Angeles on the key issues—wages, unemployment benefits, and union shop. Nearly 3 weeks were spent in separate and joint meetings, but negotiations remained deadlocked.
August 19	After emphasizing to the parties the necessity of reexamining their positions as a prelude to further and intensified negotiations, the Board reconvened in Washington, D. C.
September 1	In the report to the President, the Board summarized the positions of the parties and their recommendations for resolving the dispute.
September 4	The Board submitted its recommendations to the parties. These included recommendations for 3-year agreements; general wage increases; increase in company contributions to layoff benefit plans; and an employee vote in each bargaining unit to resolve the union shop issue.[3] The parties were urged to take note of the recommendations and to renew their efforts to settle the dispute.

See footnotes at end of table.

22. Aerospace Industry Dispute, 1962[1]—Lockheed Aircraft Corp. v. International Association of Machinists (AFL–CIO)—Continued

September 11, 1962	The Board's final report to the President stated that negotiations had been resumed under auspices of the Federal Mediation and Conciliation Service; that substantial progress had been made on some issues; and that the union shop issue remained the chief roadblock to settlement.
October 23	The International Association of Machinists urged the Federal Government to seize and operate Lockheed Aircraft Corp. as an alternative to a strike.
October 26	Director of the Federal Mediation and Conciliation Service requested the company and union representatives to renew negotiations in Washington.
November 28	A strike of approximately 21,000 workers began at operations of Lockheed in California, Florida, and Hawaii. President Kennedy immediately invoked the Taft-Hartley Act and appointed a Board of Inquiry to investigate the dispute. Members: Arthur M. Ross, professor of industrial relations at the University of California, chairman; Frederick H. Bullen, Pueblo, Colo., and Paul D. Hanlon, Portland, Oreg., both experienced arbitrators. The Director of the Federal Mediation and Conciliation Service sent telegrams to the parties advising them of the appointment of the Board, and requesting that the strike be terminated immediately.
November 29	Both parties complied with the request and the strike was halted pending the outcome of the Board's study. Work was resumed on the evening shift.
November 30	The Board began hearings in Los Angeles.
December 3	The Board reported to the President. The report stated no progress had been made toward a solution of the union security issue since the Taylor Board's proposals, although the same issue had been disposed of peaceably in most other aerospace companies. The report called the truce "precarious," since the strike was suspended only pending the Board's study and report to the President. The President instructed the Attorney General to seek a Federal Court injunction to prevent a resumption of the strike. A complaint was filed in the United States District Court in Los Angeles, and Federal District Judge Jesse Curtis issued a 10-day restraining order against both the company and union. Judge Curtis set December 10 for a hearing on the Government's petition for a temporary injunction against the strike.
December 10	Judge Curtis extended the restraining order to a full 80-day injunction. Negotiations were resumed under auspices of Federal mediators, but were recessed indefinitely 3 days later.

See footnote at end of table.

22. Aerospace Industry Dispute, 1962[1]—Lockheed Aircraft Corp. v. International Association of Machinists (AFL–CIO)—Continued

January 2, 1963	Lockheed announced agreements with units of the Machinists at Honolulu and at Redlands, Calif., marking the first break in the long dispute.
January 21	Company and union representatives met with National Labor Relations Board officials to discuss plans for a vote on the company's final offer in outlying areas. Negotiations remained deadlocked on the union shop issue despite almost continuous negotiations since early January.
January 27	Three-year contract, which included economic benefits but no union shop clause, was worked out with the assistance of Federal mediators.[4]
January 28	The union ratified contract.

[1] The aerospace industry dispute developed in the early summer, and involved the International Association of Machinists, the United Automobile Workers, and several major firms in the industry. Despite the efforts of Federal mediators, numerous strike calls were issued for July 23.

[2] The companies and unions specified in the Taylor Board's assignment included North American Aviation, Inc., Ryan Aeronautical Co., and the United Automobile, Aerospace and Agricultural Implement Workers of America; and General Dynamics Corp., Aerojet-General Corp., Lockheed Aircraft Corp., and the International Association of Machinists. The Board's reports to the President did not deal with the issues at Aerojet-General Corp., where a union shop was already in effect, but addressed a letter to this firm September 6, making the same recommendations on the general wage increase issue.

[3] All of the parties, except the Lockheed Aircraft Corp., agreed to undertake collective bargaining with respect to all issues. Lockheed maintained its fixed position on the union shop issue.

[4] Contract provided a 5- to 8-cent wage increase, retroactive to July 23, 1962, 6 to 8 cents effective July 22, 1963, and 6 to 9 cents effective July 20, 1964; additional 3- to 16-cent adjustment (inequity and classification) affecting substantial numbers of employees; total current 7-cent cost-of-living allowance (including 1-cent adjustments effective July 1962, October 1962, and January 1963 under extension of previous agreement) incorporated into base rates and escalation clause continued; 8th paid holiday—day after Thanksgiving beginning 1962; double time (was straight time) plus holiday pay for holiday work; 3 weeks' vacation after 10 years (was 12) and 4th week after 25 years; $30-day hospital (was $23) and $825 maximum surgical benefit (was $500)—company paid for employees and company assumes $2 week of cost of dependent insurance premium retroactive to November 26, 1962, with coverage extended to age 23 for full-time students; $75 lump-sum extended layoff benefit for each year's service to 15 (was $50 for each year up to 10); life insurance made available at group rates to employees between ages 65 and 68, or until retired; pay for unused sick leave increased to include shift premium, cost-of-living allowance, and odd workweek bonuses.

23. Aerospace Industry Dispute, 1962–63[1]—Boeing Co. v. International Association of Machinists (AFL–CIO)

July 16, 1962	Negotiations to replace a contract expiring on September 15, 1962, began in Wichita, Kans. The union proposed a 3-percent wage increase with an escalator clause, improved health and welfare and pension programs, and a union shop or agency shop clause.[2] Negotiations subsequently moved to Seattle, Wash., where companywide bargaining was conducted.
August 8	The company, in its counterproposals which the union rejected, offered a 15- to 26-cent-an-hour wage increase over a 3-year period, and increases in insurance and basic monthly pension benefits, but rejected the union request for a union or agency shop.

See footnotes at end of table.

23. Aerospace Industry Dispute, 1962–63[1]—Boeing Co. v. International Association of Machinists (AFL–CIO)—Continued

August 25, 1962	Seattle Machinists voted authorization for a strike, as their counterparts in Vandenberg, Calif., Cape Canaveral, Fla., and Wichita, Kans., had done earlier in the month. No strike date was set, pending vote on the company's final offer.
August 27	Negotiations remained deadlocked on the major issues, and the union notified the Federal Mediation and Conciliation Service that a serious dispute existed.
August 28	Federal Mediator Albin Peterson met with members of the union bargaining committee and scheduled a meeting with company negotiators for August 29.
September 4	Federal mediators met with company and union representatives in Seattle. A review of the issues did not indicate any material change in the respective positions of the parties. Mediation efforts continued in separate and joint meetings through September 10.
September 13	President Kennedy appointed a three-man factfinding board to supplement the efforts of the FMCS. Board members were: Saul Wallen, Boston, chairman; Lewis M. Gill, Philadelphia, and Patrick J. Fisher, Indianapolis, all experienced arbitrators. The board was requested to report to the President by October 15. Both the company and the union agreed to continue work under the present contract until November 15.
September 17	The board met with the parties in Seattle, Wash., and for 4 days received oral and written statements of their respective positions. Only a limited number of key issues were considered in detail—union security, wages, performance analysis system, management rights, subcontracting, and the company's proposal for a modification of the grievance procedures. The board concluded that the union security issue was the chief impediment to a settlement, and decided that it would be desirable to obtain expressions of opinion from Boeing employees. The parties joined in a request that the board be allowed to defer its report to the President until November 15.
September 24	The board notified the parties that hearings would be resumed in Washington, D.C., beginning October 1.
October 4	The board recessed the hearings in Washington. The parties agreed to return to Seattle and meet with Federal mediators to resume efforts to resolve the issues not being considered by the board.
October 10	Both parties submitted a list of the unsettled issues to a Federal Mediation and Conciliation panel in Seattle. Three minor issues were resolved; several other issues were resolved in subsequent meetings between October 10 and October 28.
November 6	President Kennedy announced that the union had agreed to postpone strike action until at least January 15, 1963, to permit a poll on the union shop issue. The poll, which would not bind the company to grant the union shop nor require the union to relinquish its demand for one, was scheduled to begin on December 4. The board was allowed to defer its report to the President until January 5, 1963.

See footnote at end of table.

23. Aerospace Industry Dispute, 1962–63[1]—Boeing Co. v. International Association of Machinists (AFL–CIO)—Continued

November 11, 1962	All remaining unsettled issues were reviewed in direct negotiations with Federal mediators. A company spokesman indicated that in view of the forthcoming poll of employees, and until recommendations on other issues before the board were known, no further progress could be made at that time.
December 11	The National Labor Relations Board announced that in the nonbinding poll Boeing employees favored a union shop by nearly 3 to 1.
December 17	The board met with the parties in San Francisco. Meetings continued through December 20.
December 28	The board reconvened meetings with the parties in Washington, D.C. Despite the board's proposal for solving the union shop issue, negotiations remained deadlocked. The board terminated mediation efforts and began working on its report to the President.
January 2, 1963	The board reported to the President that its efforts to head off a January 15 strike had collapsed because of management's resistance to the union demand for a union shop. The board recommended that the company reconsider its position on the union security issue, and that the parties negotiate an additional provision for union security over and above the present maintenance of membership clause. The board also recommended that the wage issue be settled in conformance with the company's offer.
January 10	The parties met in Washington, D.C., with a panel of Federal mediators. The company presented the panel with a new set of proposals which differed in several important respects from those presented in August 1962. Intensive mediation efforts continued through January 18.
January 15	William E. Simkin, Director of the FMCS, announced that considerable progress had been made in recent negotiations and that the union had agreed to his request to postpone any strike action, at least until midnight January 18.
January 19	The FMCS Director announced that the union had further postponed a strike pending results of balloting on the company's latest offer.
January 22	The company revised its final offer to the union, amending a portion of its proposal on the key "performance analysis" issue, and reducing seniority requirements for purposes of recall from layoff, but rejecting the union's proposal to arbitrate the unresolved issues.
January 23	The union rejected the company offer and ordered a strike to begin January 26. President Kennedy, stating that a work stoppage at the aerospace firm would be a serious threat to the Nation's defense effort, immediately invoked the Taft-Hartley Act and appointed a three-man Board of Inquiry to investigate the dispute. Board members were: Benjamin Aaron, Director of the Institute of Industrial Relations at the University of California, chairman; Lloyd Ulman, Professor of Economics and Industrial Relations at the University of California, and J. B. Gillingham, chairman of the Department of Economics at the University of Washington.

See footnote at end of table.

23. Aerospace Industry Dispute, 1962–63[1]—Boeing Co. v. International Association of Machinists (AFL–CIO)—Continued

January 25, 1963	The Board of Inquiry reported to the President. The report summarized the background and present status of the dispute, and concluded that a strike appeared to be imminent. President Kennedy ordered the Justice Department to seek an injunction on the grounds that the national safety would be endangered by a strike. U.S. District Judge William J. Lindberg, Seattle, Wash., granted a temporary injunction and ordered both sides to appear before him on February 1 to show cause why it should not be made permanent for the 80-day period prescribed by the Labor Management Relations (Taft-Hartley) Act.
February 1	Judge Lindberg extended the injunction to 80 days, thus prohibiting any strike until April 15.
February 7	U.S. Attorney Brock Adams joined attorneys for the union in asking Judge Lindberg to add language to the 80-day injunction to specify that all provisions of the last union contract remain in force during the term of the injunction. This would perpetuate the contract's maintenance of membership clause.
February 8	Judge Lindberg denied the request.
February 9	Union attorneys mailed an emergency appeal to the U.S. Court of Appeals in San Francisco.
February 15	The U.S. Court of Appeals agreed to hear arguments that Boeing was pressuring machinists to resign from their union. Subsequently, the court upheld the union's position and the maintenance of membership clause was retained in the expired contract for the period of the injunction. The company sent a telegram to President Kennedy requesting that he seek congressional action similar to that taken in the recent longshore case, so that "this dispute can be settled."
February 19	Negotiations resumed.
March 24	The Board of Inquiry reconvened in Seattle and took written and oral reports of the positions of all parties to the dispute.
March 26	The Board of Inquiry made its final report to the President, indicating that the parties remained deadlocked on the major issues, despite mediation efforts in 11 sessions in Seattle and Washington, D.C., between February 19 and March 22.
April 8	The National Labor Relations Board announced that unofficial returns of balloting on the company's final offer indicated that the union had rejected the offer.
April 15	The company and union announced a tentative agreement on terms of a new contract just hours before the expiration of the Taft-Hartley injunction, thus averting a strike set for midnight. The union urged its membership to accept the proposal, which included wage and fringe benefit increases totaling from 22- to 32-cents-an-hour over 3 years, plus a cost-of-living clause, improved job evaluation performance analysis, and a modified union security clause which allows newly hired workers to decide against union membership, but stipulates that

See footnote at end of table.

23. Aerospace Industry Dispute, 1962–63[1]—Boeing Co. v. International Association of Machinists (AFL–CIO)—Continued

April 15, 1963—Continued	both the union and the company must be notified of this decision in writing during the employee's "period of election," defined as the 10-day period following the employee's initial 30 days of employment. Individuals who fail to provide such notice are required to join the union within 20 days after the expiration of their period of election.
April 17	In Seattle, the union voted to accept the contract. However, machinists at Cape Canaveral, Fla., rejected it, and in Wichita, Kans., a union meeting adjourned without a vote being taken.[3]
April 18	Secretary of Labor W. Willard Wirtz, and William E. Simkin, Director of FMCS, urged the workers in Cape Canaveral to reconsider their vote.
April 19	The Wichita union voted to reject the contract.
April 22	Union officials met with company negotiators in Seattle.
April 29	The union announced a timetable for progressive walkouts at Boeing operations across the Nation.
May 1	After the company made some new proposals, President Kennedy wired the union stating that any interruption of operations at Boeing facilities would have a serious impact on the defense posture of the Nation. He urged the union to withhold strike action and to submit the new proposals to the union membership for a vote. A. J. Hayes, International President of IAM, notified the affected locals that all strike sanctions were being temporarily withdrawn pending results of this vote.
May 10	IAM members ratified the contract,[4] ending 10 months of negotiations.

[1] Although this dispute began during the summer of 1962, the national emergency provisions of the Taft-Hartley Act were not invoked until January 1963. The Executive Order creating the Board of Inquiry directed this body to investigate the dispute at the Boeing Company and its Vertol Divisions, as well as a dispute at the Rohr Corporation in Auburn, Wash., the latter a supplier of aircraft and missile components for the Boeing Company's commercial and military aircraft. Unions involved in the disputes included, in addition to the International Association of Machinists (AFL–CIO), the United Automobile Workers (AFL–CIO), the International Union of United Weldors (Ind.), the International Union of Operating Engineers (AFL–CIO) and the United Plant Guard Workers of America (Ind.).

[2] Agency shop clauses were proposed for areas where the union shop is prohibited; contracts with this company had not included union-shop clauses since 1948.

[3] Following rejection of the contract, brief wildcat strikes occurred at several locations from mid-April to early May.

[4] The 3-year contract provided for wage increases of 11 to 14 cents retroactive to September 16, 1962, 5-1/2 to 9 cents additional effective both September 16, 1963, and September 16, 1964, and the equivalent of 4 cents an hour per employee for revisions in wage rates; a cost-of-living escalator clause was established with maximum adjustments up to 3 cents each year; $2.25 a month pension payments for each year of future service (was $1.75)—minimum $50 a month; relocation policies to be made uniform and written into agreement, effective June 1, 1963; company assumed rate increase in company-paid hospital-medical-surgical insurance for employees (previously paid $8.65–$10.50 a month, varying by location). The union security proposal mentioned under date of April 15 was also incorporated into the contract.

24. Longshoring Dispute on the Atlantic and Gulf Coasts, 1964–65—
International Longshoremen's Association (AFL–CIO)
v. shipping and stevedoring companies

June 16, 1964	Representatives of the International Longshoremen's Association's (ILA) Atlantic Coast District and its South Atlantic and Gulf Coast District met in New York City to draft contract proposals for submission to the New York Shipping Association (NYSA).[1]
June 25	Representatives of the NYSA met briefly with ILA negotiators to accept the union's contract proposals presented by ILA President Thomas W. Gleason, which called for a 3-year agreement providing, among other things, a wage increase of 35 cents over the term of the contract; an 8-hour daily guarantee; an increase in pensions; an additional holiday each year, raising the number to 12; and retention of the 20-man work gang.
July 1	James J. Reynolds, Assistant Secretary of Labor, presented copies of the U.S. Department of Labor's report on manpower utilization and job security in the Port of New York to 22 union and management representatives. This report, 1 of 10 prepared by the Department on Atlantic and Gulf Coast ports, was authorized by the January 1963 "Memorandum of Settlement" which brought the 1962–63 longshore strike to a close.[2]
July 7	Contract negotiations began in New York. Alexander Chopin, Chairman of the New York Shipping Association, sought to begin the session with a discussion of the Labor Department's findings, a course of action rejected by Thomas Gleason, who insisted on first receiving the employer's counterproposals. Management representatives agreed to present their proposals at the next meeting.
July 14	The counterproposals presented by the NYSA called for a 5-year agreement with a wage-reopener clause after the third year, and provided, among other things, for the elimination of royalty payments on containerized cargo. Counterdemands to the union's request for wage increases were deferred until discussions had been held on manpower utilization. A management proposal that a joint committee be established to discuss the latter was accepted by the union. This joint committee was scheduled to hold daily meetings during the week of July 20, and was to report its findings to the full negotiating committee on July 27.
July 29	Federal Mediators Robert H. Moore, J. Andrew Burke, and Herbert Schmertz received a progress report in separate meetings with each of the parties.
July 30	The parties, in accordance with the January 1963 Memorandum of Settlement, selected a neutral board to assist them in the resolution of their differences. At their request, Secretary of Labor W. Willard Wirtz appointed to this board the men who had participated in the settlement of the 1962–63 longshore strike: Senator Wayne Morse, chairman; Theodore W. Kheel, New York City attorney and arbitrator; and Prof. James A. Healy of the Harvard School of Business Administration. Due to the pressure of his senatorial commitments, Senator Morse was unable to serve, and, at the parties' request, Assistant Labor Secretary Reynolds served as chairman in his place. David Stowe, director of the Labor Department study, was assigned as advisor to the board.
	Contract talks opened in New Orleans.

See footnotes at end of table.

24. Longshoring Dispute on the Atlantic and Gulf Coasts, 1964–65—
International Longshoremen's Association (AFL–CIO)
v. shipping and stevedoring companies—Continued

August 11, 1964	The neutral board held separate meetings with ILA and NYSA representatives. The board subsequently met regularly with the parties, both separately and jointly, through September 30.
August 18	During a 5-hour meeting with the neutral board, the union expressed a willingness to consider a reduction in gang size in return for a guaranteed annual wage.
August 29	Negotiators for the South Atlantic ports opened 7 days of contract talks in Miami.
September 3	The neutral board asked the ILA negotiating committee to submit its proposal for changes in the operation of the hiring centers in the Port of New York. While the union hailed this request as a possible break in the stalemate, the size of the work gang remained the key unresolved issue. The board scheduled a September 8 meeting with the Waterfront Commission[3] to discuss the hiring center issue.
September 16	Contract negotiations began in Galveston for the West Gulf ports.
September 18	Union and management representatives for the South Atlantic ports resumed negotiations. Meetings were held daily through September 30.
September 21	The NYSA offered to submit all unresolved issues to final and binding arbitration.
September 23	Union members in North Atlantic ports voted to reject the NYSA's arbitration proposal.
September 25	The neutral board, in accordance with its mandate, submitted to the parties the recommendations it had prepared for resolution of the remaining issues in the Port of New York. At the parties' request, the recommendations were not confined to the job security—manpower utilization problems, but covered all aspects of the dispute. Among the recommendations were a phased reduction in gang size in return for a guaranteed annual wage, greater flexibility in the assignment of men, and the early curtailment of new entrants into the longshore labor force.
September 26–29	The neutral board continued its intensive efforts to help the parties achieve a settlement on the basis of its recommendations.
September 29	Negotiators in New Orleans reported that they had reached "agreement in principle" on all noneconomic issues.
September 30	Negotiations broke off during the afternoon following Thomas W. Gleason's announcement that the union's "no contract—no work" policy would go into effect at midnight when the old agreement expired. President Johnson invoked the "national emergency" provisions of the Taft-Hartley Act and appointed the following three-man Board of Inquiry to investigate the dispute:[4] Herbert Schmertz, Washington attorney and arbitrator, chairman; James J. Healy; and Theodore W. Kheel. The latter two men had served on the neutral board selected in late July.

See footnotes at end of table.

24. Longshoring Dispute on the Atlantic and Gulf Coasts, 1964–65—
International Longshoremen's Association (AFL–CIO)
v. shipping and stevedoring companies—Continued

October 1, 1964 -------	Longshoremen in ports from Maine to Texas stopped work. The Board of Inquiry's report, summarizing the background and present status of the dispute, was submitted to the President. The Board concluded: "The rigidity of positions on many of the main issues, plus the complexity of items concerned with the related crafts, makes the possibility of an early settlement most remote." President Johnson directed the Justice Department to seek an injunction on the grounds that a continuation of the strike would imperil the national health and safety. U.S. District Judge Frederick van Pelt Bryan signed a 10-day restraining order at 8 p.m. and ordered both sides to appear before him on October 8 to show cause why the injunction should not be extended for the 80-day period prescribed by the Taft-Hartley Act. ILA officials complied with the court order and notified their members to return to work.
October 8 ----------	A decision on the Government's petition for an injunction was deferred after the ILA questioned its legality. Judge Irving Ben Cooper, who heard the arguments, asked union and management attorneys to file additional papers by 2:30 p.m., October 9.
October 10 ----------	Judge Cooper extended the injunction to 80 days, thus prohibiting a resumption of the strike until December 20.
October 21–31 ----------	Contract talks in New York resumed on October 21, centering initially on the demands of the carpenters, coopers and maintenance men. At the parties' request, this meeting and those held subsequently were conducted by Assistant Labor Secretary Reynolds, assisted by David Stowe.
November 1 ----------	Assistant Labor Secretary Reynolds reported that the negotiations remained stalemated over the same manpower utilization issues which had sparked the strike. A management demand for greater flexibility in assigning work to cargo checkers was one of the main points at issue.
November 5 ----------	The Secretary of Labor, concerned by the deadlocked negotiations, called union and employer negotiating teams to Washington for separate meetings on November 6.
November 9–25 --------	Frequent meetings, both joint and separate, were held under the direction of Assistant Labor Secretary Reynolds and David Stowe.
November 20 ----------	The ILA petitioned the NLRB to allow its six crafts to vote separately on the employers' "final" offer. Ivan C. McLeod, NLRB regional director, denied this request on November 25. Voting was scheduled for December 10–15.
November 24 ----------	Assistant Labor Secretary Reynolds suggested that the parties accept a 1-year contract on wages and fringe benefits while they continued to negotiate the unresolved manpower issues. This approach was acceptable to the union, but was rejected by management. Labor and management representatives in New Orleans met for their first talks since September 30.

24. Longshoring Dispute on the Atlantic and Gulf Coasts, 1964–65—
International Longshoremen's Association (AFL–CIO)
v. shipping and stevedoring companies—Continued

November 28, 1964---	The Board of Inquiry heard the employers' "final" offer at a 2-hour meeting with union and management officials.
November 30 ----------	The Board of Inquiry, in its second report to the President, stated that contract terms for three craft groups had been agreed upon, but that an impasse had been reached in discussions on the work assignments of clerks, checkers, and terminal labor. The Board reported that the parties had affirmed their "willingness to engage in negotiations as extensively as necessary to use any and all opportunities to achieve a settlement prior to the expiration of the injunction."
December 6 ----------	Negotiations for the South Atlantic ports were resumed in Miami; talks continued through December 12.
December 9 ----------	The ILA entered into a memorandum of understanding with officials of the Brooklyn Army Terminal, stating that military cargo would be handled should the union strike at the expiration of the injunction. Although the union has traditionally followed a policy of handling military cargoes, it reportedly had never before bound itself to do so by a written agreement..
December 16 ----------	Employer and union representatives announced that tentative agreement had been reached on a 4-year contract for the Port of New York. Included in the agreement, which provided an 80-cent wage-fringe package, were provisions for a phased reduction in gang size and a guaranteed annual wage. Voting on ratification of the agreement was scheduled for January 8, 1965. ILA officials in all but the West Gulf ports agreed to extend contract talks through January 10; in the West Gulf, talks were continued on a day-to-day basis only.
December 20 ----------	The 80-day injunction expired at 8 p.m.
December 21 ----------	Longshoremen at more than half of the piers in the Port of New York walked off their jobs, prompting union officials to undertake a campaign to advise the membership of the merits of the new agreement. During the week which followed, brief sporadic walkouts also occurred at the ports of Baltimore, Boston, Galveston, and Houston.
December 22 ----------	Negotiations for the West Gulf ports were resumed under the direction of Assistant Labor Secretary Reynolds. Mediative assistance was subsequently provided by David Stowe and Assistant Labor Secretary Reynolds in talks held in Galveston during December 23–24, December 28–31, and January 5–10. Among the host of unresolved issues were the establishment of a minimum gang size, the monetary size of the agreement, and the retroactivity of the agreement.
January 8, 1965 -------	Longshoremen in the Port of New York voted down the agreement reached on December 16. Thomas W. Gleason, ILA president, ordered a strike to begin at 12:01 a.m. on January 11.
January 10 ----------	Steamship operators appealed to President Johnson through Assistant Labor Secretary Reynolds to seek legislation forcing the ILA to compulsory arbitration.

24. Longshoring Dispute on the Atlantic and Gulf Coasts, 1964–65—
International Longshoremen's Association (AFL–CIO)
v. shipping and stevedoring companies—Continued

January 11, 1965 -----	Longshoremen from Maine to Texas resumed the strike.[5] Union officials in New York began a campaign to explain the advantages of the rejected agreement to the membership.
January 12 ----------	The National Maritime Union and the Seafarers' International Union notified steamship companies that they would honor the longshoremen's picket lines.
January 13 ----------	ILA President Gleason called upon union leaders at ports from Boston to Galveston to resume negotiations on local issues.
January 14 ----------	Contract negotiations resumed in Baltimore.
January 15 ----------	In Galveston, David Stowe provided mediative assistance in daily negotiations through January 20, and from January 22–31.
January 21 ----------	Longshoremen in the Port of New York approved by more than a 2 to 1 margin the 4-year agreement they had previously rejected,[6] but continued the strike pending settlements in other ports.
January 22 ----------	The ILA lifted its embargo on U.S.-flag passenger vessels and on perishable cargoes in the Port of New York.
January 24 ----------	Longshoremen in Boston voted to accept the terms of the master contract; negotiations continued over local issues.
January 27 ----------	Baltimore longshoremen rejected a new contract.
January 28 ----------	The New York Shipping Association, in a telegram made public, appealed to the President to take action "to terminate this senseless, suicidal and unjustified strike and reopen our ports, pending congressional action towards compulsory arbitration." A settlement was reported at Mobile, Alabama.
January 29 ----------	In New Orleans, where Assistant Labor Secretary Reynolds had aided in negotiations since January 16, longshoremen ratified a 4-year agreement.
January 31 ----------	Assistant Labor Secretary Reynolds, who had been in Galveston since January 29, announced that bargaining talks for the West Gulf ports had collapsed.
February 1 ----------	Baltimore longshoremen voted to accept a revised version of the agreement they had rejected earlier. President Johnson, through Labor Secretary Wirtz, urged longshore leaders to ease the impact of the strike by sending men back to work at ports where agreements had been reached. Union action on the President's appeal was deferred pending the outcome of negotiations in Philadelphia. Assistant Labor Secretary Reynolds arrived in the latter port where he provided mediative assistance through February 8, when agreement on the longshore contract was reached. The ILA rescinded its exemption on perishables, stating that it applied only to ships in the harbor at the time it was ordered. Negotiations for the South Atlantic ports resumed in Miami. David Stowe was in attendance at these talks which continued through February 6.

See footnotes at end of table.

24. Longshoring Dispute on the Atlantic and Gulf Coasts, 1964–65—
International Longshoremen s Association (AFL–CIO)
v. shipping and stevedoring companies—Continued

February 2, 1965	The Commerce and Industry Association appealed to the President to invoke the Taft-Hartley Act again. Ralph C. Gross, executive vice-president of the Association, rejected the argument that the act's procedures had been exhausted, stating that entirely new issues were now at stake.
February 4	In Mobile, Ala., Circuit Court Judge Will G. Caffey ruled that the local union was legally obligated to carry out the contract it had signed with the Mobile Steamship Association, and ordered the longshoremen to return to their jobs. On February 8, following the longshoremen's failure to return to work, Judge Caffey fined the local $5,000, and stated the penalty would be increased by an additional $1,000 for each day the walkout continued. On February 11, some longshoremen began reporting for work. ILA local 1814 in Brooklyn voted to return to work as soon as agreement was reached in the Port of Philadelphia.
February 5	The NYSA once again urged the President to act in order to get trade moving in those ports where agreements had been reached.
February 9	The NYSA charged the ILA with violation of the National Labor Relations Act by their refusal to fulfill the contract ratified in January; similar charges were filed in New Orleans by the New Orleans Steamship Association. Assistant Labor Secretary Reynolds arrived in Galveston where negotiations were resumed the following day.
February 10	President Johnson announced the appointment of a three-man panel to meet in Washington with company and union representatives from South Atlantic and West Gulf ports, and make recommendations for a fair and equitable settlement of the issues in dispute. Panel members were: W. Willard Wirtz, Secretary of Labor, chairman; John T. Connor, Secretary of Commerce; and Senator Wayne Morse of Oregon. The panel was to report to the President whether its recommendations had been accepted by 12 m. (noon) on February 12. In announcing the panel's appointment, the President stated: "The injury to the economy resulting from this shutdown has reached staggering proportions. Continuation of this strike is totally unjustified in the North Atlantic and East Gulf ports where agreement has already been reached."
February 11	The panel heard reports from the parties on the unresolved issues in the South Atlantic and West Gulf ports. The establishment of a minimum gang size was a key issue in both areas. A 5-day restraining order, requested by the NLRB, was signed in New York by Federal District Judge Sidney Sugarman. A hearing on the extension of this order was scheduled for February 16. Restraining orders were also issued by Federal Judges in Baltimore and New Orleans. Federal Mediator John R. Murray announced that tentative settlements had been reached with all locals involved in the strike in the Port of Philadelphia.

24. Longshoring Dispute on the Atlantic and Gulf Coasts, 1964–65—
International Longshoremen's Association (AFL–CIO)
v. shipping and stevedoring companies—Continued

February 12, 1965	The panel presented its findings and recommendations for settlement in the South Atlantic and West Gulf ports. Employer representatives from both areas accepted the panel's recommendations; however, they were turned down by union leaders. Following the rejection of the panel's proposals, mediation sessions by Secretary of Labor Wirtz continued until about 5 p.m. ILA President Gleason announced at the conclusion of the panel's hearings that longshoremen would be ordered to return to work at 8 a.m. the following day in those ports where agreements had been reached. He stated, however, that the ILA would not work any diverted ships or cargoes in these ports.
February 13	Work resumed in the "contract-settled" ports.
February 16	Negotiations under the direction of Assistant Labor Secretary Reynolds were resumed in Galveston and continued through March 6. Federal Mediator E. S. Jackson conducted a bargaining session in Hampton Roads, Va., the first since an impasse had been reached on February 9 over the terminology of two sections of the contract.
February 17	Negotiations under the direction of David Stowe were resumed in Miami. Stowe participated in these talks through February 22, as well as from February 25 to March 3, and on March 5.
February 18	Longshoremen in Norfolk and Hampton Roads, Va., approved their agreement and returned to work on the following day.
February 27	Negotiators in Galveston reached agreement on a 4-year contract for longshoremen in West Gulf ports which included a minimum gang clause. A vote on this agreement was deferred pending a settlement in the South Atlantic ports. Negotiations on an agreement for clerk and checkers continued in Galveston.
March 5	Federal Mediator William A. McAlister announced in Miami that an agreement for the South Atlantic ports had been reached, and that a vote was scheduled for 8 a.m. the following day. This agreement also contained a minimum gang-size clause. Agreement was reached in Galveston on a new contract for clerks and checkers.
March 6	Longshoremen in most South Atlantic and West Gulf ports voted on their agreements and began returning to work.
March 8	After working over the weekend, longshoremen in Miami and Port Everglades, Fla., refused to accept the new contract and walked off their jobs.
March 12	Longshoremen in Port Everglades voted to return to work.
March 13	Work was resumed in Miami, following ratification of the previously rejected agreement.

See footnotes on next page.

Footnotes

[1] The New York Shipping Association is authorized to bargain for employer associations in the North Atlantic area with respect to wages, hours, employer contributions to the welfare and pension funds, and the term of the agreement. Settlements on these issues, generally referred to as the Master Contract, are then incorporated into local agreements in these ports. Negotiations on working conditions and other matters are conducted on the local level.

In the South Atlantic and Gulf Coast ports, there are several employer associations and groupings, with separate negotiations being conducted in Miami, Mobile, New Orleans, and Galveston. Negotiations in these ports are influenced by the New York settlement, but there is a general tendency to follow the New Orleans agreement on economic issues.

[2] Reports were subsequently issued for the following ports: Baltimore, Boston, Charleston, Galveston, Houston, Jacksonville, Mobile, New Orleans, and Philadelphia.

[3] The hiring of longshoremen in the Port of New York is supervised by the Waterfront Commission of New York Harbor, a bistate regulatory agency created in 1953.

[4] This marked the 24th time since 1947 that such action was deemed necessary, and the 6th time that Atlantic Coast longshoremen were involved in a "national emergency" dispute.

[5] This marked the 5th time that a longshore strike had occurred or been resumed after an 80-day "cooling-off" period.

[6] The agreement provided for a 10-cent-an-hour wage increase, retroactive to October 1, and additional increases of 10 cents on October 1, 1965, and 8 cents on October 1, 1966, and 1967. Three additional paid holidays, bringing the total to 12, and a 4th week of vacation for most workers with 12 years of service were provided.

The present 20-man general cargo gang is to be reduced to 18 men on April 1, 1966, and to 17 men on October 1, 1967. Effective April 1, 1966, all employees with 700 hours' employment in the previous year are to be guaranteed 1,600 hours of work or pay annually if they make themselves available for work.

Employer payments to the pension fund are to be increased to 47 cents per man-hour, from 23 cents, on October 1, 1965. Pension benefits were increased and a monthly benefit was established for widows of men with 25 years of service who die before retirement.

25. Aircraft—Aerospace Industry Dispute, 1966—General Electric Co., Evendale, Ohio v. United Automobile, Aerospace and Agricultural Implement Workers International Union, and the International Association of Machinists (AFL—CIO)

October 17 ----------	Approximately 6,100 employees (members of IAM and UAW locals) struck GE's Evendale, Ohio, plant in a dispute over new contract terms.[1]
	Federal Mediator Alton Hayman met with GE and IAM officials in an effort to settle the dispute, and scheduled a meeting with UAW officials for October 18.
	Acting on a recommendation from Defense Secretary Robert S. McNamara, Labor Secretary W. Willard Wirtz, and Acting Attorney General Ramsey Clark, President Johnson invoked the "national emergency" provisions of the Taft-Hartley Act, and appointed the following three-man Board of Inquiry to investigate the dispute:[2] David L. Cole, former Director of the Federal Mediation and Conciliation Service, chairman; John T. Dunlop, Chairman of the Department of Economics at Harvard; and Jacob Seidenberg, arbitrator and labor consultant from Falls Church, Va.
	The Board conducted meetings in Cincinnati, Ohio, with representatives of the company and the unions, and reported to the President. The report stated that two separate disputes led to the strike at the Evendale plant. Representatives for Lodge 12 of the IAM listed 19 unresolved issues, but the company's position was that 8 of the issues had been settled in national negotiations, leaving only 11 so-called local issues open.
	Although its contract did not expire until January 1967, Lodge 34 of the IAM, representing 25 employees at the Evendale plant, also struck over differences relating to unsatisfactory disposition of certain grievances.
	Representatives of Local 647 of the UAW listed 11 unresolved issues and the company agreed that the issues had been discussed but were still in dispute.
	The Board reported that there had been no meaningful negotiations between the parties, and concluded that because of the complexity of the issues, and the intransient position of the parties, there was no likelihood of an early settlement.
October 18 ----------	The President directed the Acting Attorney General to petition the appropriate district court for an injunction against the strike. The directive was accompanied by an affidavit from the Secretary of Defense stating that the stoppage "affects a substantial part of the military jet engine industry" and that "this stoppage will result in an unacceptable and irretrievable loss of time in the supply of jet engines and spare parts....which are essential to the national defense of the United States, including particularly, combat operations in Southeast Asia." Judge Carl Weinman, U.S. District Court for Southern Ohio, issued an 80-day injunction ordering the striking employees back to work at the Evendale plant, and prohibiting them from resuming the strike until early January 1967.
	The strikers began returning to work in a "normal regular flow" on the midnight shift.

See footnotes at end of table.

25. Aircraft—Aerospace Industry Dispute, 1966—General Electric Co., Evendale, Ohio v. United Automobile, Aerospace and Agricultural Implement Workers International Union, and the International Association of Machinists (AFL—CIO)—Continued

October 19 ----------	Negotiations were resumed in Ohio with the assistance of Federal mediators.
November 30 ----------	Negotiations moved to Washington, D. C., and continued with the assistance of a four-member FMCS Board headed by Mr. William E. Simkin, Director.
December 4 ----------	Following a negotiating session that lasted 26 hours, a spokesman for FMCS announced that a tentative agreement had been reached between the company and union representatives.
December 8 ----------	Members of UAW Local 647 ratified the agreement.[3]
December 11 ----------	Members of IAM Lodge 912 ratified the agreement.[3]

[1] During 1966, the Evendale plant was affected by other stoppages, including a 1-day strike of almost 4,000 workers on Mar. 2, and a 2-day strike Apr. 25–26, involving more than 5,000 workers.

[2] The President's Executive Order specifically named the Evendale, Ohio, plant, which makes jet engines for the phantom jet fighters being used in Vietnam by both the Air Force and the Navy, but also provided that the Board could look into the other strikes at GE plants as it saw fit. (Approximately 30,000 employees of other GE plants also stopped work Oct. 17.)

[3] Both 3-year contracts provided a 4-percent general wage increase, retroactive to Oct. 17, with additional increases of 2.6 percent effective Oct. 2, 1967, and 3 percent effective Sept. 30, 1968. The agreements also provided for cost-of-living adjustments effective Oct. 2, 1967, to be based on the October 1966–October 1967 measuring period, 2 additional paid holidays effective in 1968, and other benefits similar to the company's earlier settlement with IUE and a 10-union coalition. (See Current Wage Developments No. 229 for details.)

Regarding IAM Lodge 34, an agreement was worked out providing for the appointment of committees by the parties to review and evaluate the job-rate disputes during a 90-day period, beginning with the date of the signing of the agreement.

26. Nonferrous Smelting Industry Dispute, 1966—Union Carbide Corp., Stellite Division, Kokomo, Indiana v. United Steelworkers of America (AFL—CIO)

September 30 ----------	More than 2,000 employees of Union Carbide's Haynes Stellite Division in Kokomo, Ind., stopped work in a wage reopening dispute. [1]
October 16----------	A Federal mediator met with the parties in an effort to settle the dispute. The meetings continued through October 18.
November 2 ----------	When the impact of this strike on defense production became apparent, Federal mediation efforts were intensified. Mediators met in joint session with the parties, and continued their mediative efforts in almost continuous joint and separate meetings through November 7.
November 8 ----------	Negotiations were broken off.
November 21 ----------	Negotiations were resumed and continued with the assistance of Federal mediators through mid-December.
December 16 ----------	Labor Secretary W. Willard Wirtz, citing a threat to the Nation's defense, requested company and union representatives to meet with him in Washington, D. C., December 18, in an effort to settle this dispute. No progress was made and the Secretary reported the failure of the mediation efforts to the President.
December 19 ----------	After Defense Secretary McNamara advised President Johnson that the alloys produced in the Kokomo plant were essential to the war effort in Vietnam, the President invoked the "national emergency" provisions of the Taft-Hartley Act, and appointed the following three-member Board of Inquiry to investigate the dispute: Lawrence E. Seibel, Washington, D. C., arbitrator, chairman; Garth L. Magnum, of the Upjohn Institute; and Frank J. Dugan, a professor of law at Georgetown University. President Johnson asked the Board to take 1 more day to assess the chances of ending the strike and report back to him.
December 20 ----------	The Board conducted a hearing in Washington, D. C., and received statements of positions of the parties. The union representatives appeared at the hearing and introduced documentary evidence, and made an extended oral argument to the Board. Representatives of the company did not appear. The Board reported that all efforts to resolve the dispute had failed, and stated that two immediate issues separated the parties—wages and discipline for alleged misconduct during the strike—in addition to the more pervasive underlying charges by the union that the company establishes the limits of the total package it will grant on a companywide basis, but refuses to bargain with the union on other than a plant-by-plant basis. The report concluded that the complexity of the immediate and underlying issues between the parties made the possibility of an early settlement unlikely. President Johnson immediately asked the Justice Department to seek an injunction halting the strike.
December 21 ----------	Judge Leonard P. Walsh, of the Federal District Court in Washington, D. C., issued an injunction ordering the striking employees back to work, but stayed the effect of his order until noon December 22 to give the union time to appeal.

See footnotes at end of table.

26. Nonferrous Smelting Industry Dispute, 1966—Union Carbide Corp. Stellite Division, Kokomo, Indiana v. United Steelworkers of America (AFL—CIO)—Continued

December 21 ---------- Continued	The union counsel challenged the injunction, arguing that the Taft-Hartley Act could not be applied because the strike did not affect an entire industry, or a substantial part thereof, and asked the U.S. Circuit Court of Appeals for the District of Columbia to set it aside. A three-member appeal panel, headed by Judge Charles W. Fahy, further stayed the order until 5 p.m. December 23.
December 23 ----------	The three-judge panel of the U.S. Circuit Court of Appeals upheld the lower court ruling that the strike should be ended for 80 days because it would affect the national safety by impairing the Vietnam war effort. The court found that the strike would "affect a substantial part of the military aircraft engine industry" because the Kokomo plant was the only available supplier of a certain alloy and components used to make engines for aircraft used in Vietnam. The union did not immediately seek a further stay of the court ruling and directed the striking employees to return to work, but left open the possibility of a later appeal to the U.S. Supreme Court.
December 24 ----------	Some employees, mostly maintenance workers, began returning to work, and the company stated that they hoped to resume full production soon after the holiday season.
January 12, 1967-------	The union asked the U.S. Supreme Court to overturn the injunction, arguing that the strike did not affect a substantial part of the metal alloy industry, and that the legislative history of the act made it clear that it could be used only when a strike affected a substantial part of the "struck" industry rather than a substantial part of a "customer" industry.
January 23 ----------	The U.S. Supreme Court refused to review the case and, in effect, upheld the injunction issued by the lower court December 21.
February 1 ----------	The union announced that a tentative agreement had been reached, and stated that the negotiating committee would recommend its ratification.
February 3 ----------	Union members ratified the agreement [2] and the injunction was dissolved.

[1] In September 1965, a collective bargaining agreement was executed between the company and the United Steelworkers of America, Local 2958. The agreement provided for a contract reopening in September 1966, limited to "straight-time rates per hour."

[2] The agreement, negotiated under a reopening provision, provided for a 17-cent-an-hour wage increase, retroactive to Dec. 23, and a 6-month extension of the existing agreement to Mar. 29, 1968. The company also agreed that there would be no interruption of service credits, loss of seniority, or vacation eligibility during 1967, by reason of the strike, and there would be no administrative discipline or pressing of any charges pending, either in civil actions or the courts.

27. Shipbuilding Industry Dispute, 1966-67—Pacific Coast Shipbuilders' Association v. International Brotherhood of Electrical Workers (AFL—CIO)[1]

November 4, 1966	Despite months of intermittent negotiations, often with the assistance of Federal mediators, electricians stopped working at West Coast shipyards, thus curtailing work on vessels used in transporting war materials to Viet Nam.[2] Originally, the electricians demanded a 70-cent hourly increase and additional fringe benefits amounting to 22 cents. By November 8, this demand was pared down to 5 percent each year under a 2-year contract, retroactive to July 1, 1965. The association rejected this proposal, contending that it was "out of line" with wages paid other craftsmen.
November 11	Negotiators for the shipyards and union agreed to meet with Federal mediators in Washington, D. C., on November 15, but the union declined to urge its members to return to work pending the talks, as requested by William E. Simkin, Director of the Federal Mediation and Conciliation Service.
November 15	FMCS mediators opened talks in Washington. The mediators recessed the talks indefinitely on November 17, stating that the parties were as far apart on terms of a new contract as they were when the dispute began. A union proposal to submit all terms of the contract to arbitration was rejected by the shipbuilders.
December 1	Negotiations resumed in San Francisco. Representatives of the shipbuilders proposed that the Director of FMCS name a panel of men familiar with the shipbuilding and repair industry to determine the relevant facts on the unresolved economic issues, but the union rejected the proposal.
December 7	Negotiations were recessed and no progress reported.
January 5, 1967	Federal mediators met jointly with union and association representatives, but the meeting was adjourned when it was learned that neither side had anything new to offer.
January 27	Negotiators for the shipbuilders and representatives of the Metal Trades Department of the AFL—CIO met in Washington, D. C., in a new effort to reach a settlement. Gordon M. Freeman, president of the IBEW, participated in the talks. Representatives of the Metal Trades Department proposed (a) that all unions in the shipyards agree to negotiate jointly with the shipbuilders; (b) that the shipbuilders agree to open all contracts June 30 and negotiate a new 3-year contract; and (c) that electricians return to work under the old contract terms pending these new negotiations. The shipbuilders accepted this proposal and the union agreed to submit the proposal to its members for a vote. Voting began February 1, and, as union officials had predicted, the proposal was rejected.[3]

See footnotes at end of table.

27. Shipbuilding Industry Dispute, 1966-67—Pacific Coast Shipbuilders' Association v. International Brotherhood of Electrical Workers (AFL—CIO)[1]—Continued

March 2	Stating that the strike, if permitted to continue, would imperil the national safety, President Johnson invoked the emergency provisions of the Taft-Hartley Act and appointed a Board of Inquiry to investigate the dispute. Board members were J. Keith Mann, Assistant Professor of Law at Stamford University, who was chairman; George E. Reedy, former White House press secretary; and Paul D. Hanlon of Portland, Oreg., attorney.
March 6	After notice to the parties, the Board held hearings in San Francisco on March 6 and 7. Management representatives testified that shipbuilding and repair had continued to a substantial degree during the strike, but had reached a point at which such work could not continue without the services of electricians. The parties agreed that the specific issues in dispute were subordinate to the different collective bargaining approaches. The association contended that a shipyard was an integrated operation, and that the mechanic's base rate must be uniformly applied to all skilled employees, although they were represented by several unions. The IBEW demanded separate bargaining and wages and benefits based upon electricians' skills.
March 7	The Board reported to the President, stating that intensive negotiations and mediation efforts had failed to achieve an agreement, and that "The firm insistence of the association on adherence to the traditional industry pattern of a uniform hourly rate for all crafts, and the equally firm determination of the union to break from this pattern and to obtain a higher rate for electricians through individual bargaining created the impasse." The report concluded that it was the judgment of the Board that "resumption of normal operations in the yards is not soon to be anticipated nor is early agreement foreseeable."
March 9	President Johnson announced that he had directed the Attorney General to seek an injunction under the national emergency provisions of the Taft-Hartley Act. A petition to halt the strike was immediately filed with the U.S. District Court in San Francisco. An affidavit from Secretary of Defense Robert S. McNamara stated that the strike was interfering with procurement and replacement of equipment for the war in Viet Nam, and, if allowed to continue, would "result in an unacceptable and irretrievable loss of time in supplying the ships essential to the national defense and security of the United States."
March 10	Judge Albert C. Wollenberg ruled that the strike had affected a substantial part of the industry and imperiled the national safety. He issued an injunction ordering the electricians back to work and prohibiting a lockout by the shipbuilders until May 29. Picket lines were immediately withdrawn from the yards, and a union spokesman stated that the union would make every effort to comply with the order.

See footnotes at end of table.

27. Shipbuilding Industry Dispute, 1966-67—Pacific Coast Shipbuilders' Association v. International Brotherhood of Electrical Workers (AFL—CIO)[1]—Continued

March 13	Electricians returned to work.
April 13	The first negotiating session after the injunction was granted was held in Seattle. Talks continued through April 14. No progress was reported, but the parties agreed to meet again April 27.
April 27	Federal mediators met with the parties in San Francisco.
May 2	A resumption of the strike was averted when the parties accepted a FMCS proposal to (a) submit specific unresolved issues to the 3-member Board of Inquiry to make findings of fact and recommendations, if necessary; (b) not to strike or lockout at least until July 1, 1967; and (c) before a strike or lockout, to submit the final management offer to the membership for a vote to be conducted by the National Labor Relations Board. The Board of Inquiry asked the parties to submit briefs by May 22.
June 12	J. Keith Mann, chairman of the Board, announced that the parties had agreed to extend the no-strike-no-lockout commitment from July 1 to July 23. The Board requested the extention for time in which to pursue the inquiry and present its findings June 30.
June 27	The Board announced that the parties had reached an agreement and stated that the provisions would be submitted to IBEW members for ratification.
July 5	The NLRB mailed ballots to the IBEW members.
July 18	A spokesman for the NLRB announced in San Francisco that the electricians had voted to accept the contract. [4]

[1] The dispute stemmed from a 1965 decision by the IBEW to cease bargaining through the Metal Trades Council, which previously negotiated a single contract for all crafts employed at the shipyards. Consequently, the IBEW was not a party to a 3-year agreement reached in July 1965 between the association and member unions represented by the Council.

[2] The sanctioned stoppage was preceded by a 2-day strike October 11-12, called by union members to force their international officers and employer representatives to resume negotiations.

[3] Peak idleness of almost 10,000 workers was reached in late January.

[4] The 1-year contract provided a 15-cent-an-hour wage increase effective July 1, 1967; an additional 5 cents, effective Jan. 1, 1968; a 4-cent-an-hour increase in employer contributions to pension or health and welfare funds, effective July 1, 1967; and provisions for a tool allowance or company-supplied tools. The association agreement with Carpenters, Machinists, and unions composing the Pacific Coast District Metal Trades Council was amended to provide additional wage increase to maintain parity with the IBEW. IBEW officials agreed to bargain jointly with other crafts in 1968, but stated that they would sign a separate agreement.

28. Aircraft—Aerospace Industry Dispute, 1967—The Avco Corp., Lycoming Division, Stratford, Conn. v. United Automobile, Aerospace and Agricultural Implement Workers of America (AFL—CIO)[1]

February 13	Company and union negotiators met to discuss new contract proposals submitted by the union. Wages and fringe benefits, including supplementary unemployment insurance, were the issues of major importance. Negotiations continued through March 14.
March 23	The two parties called in State and Federal mediators to assist in the negotiations. The mediators met with company and union representatives through April 14; however, no significant progress was reported.
April 2	Members of UAW Local 1010 adopted a resolution "to empower the negotiating committee to call a strike on April 15, 1967, if no acceptable agreement, in the opinion of the committee, has been agreed upon."
April 13	Labor Secretary Willard Wirtz sent telegrams to company and union representatives and the mediators, requesting them to meet with him in Washington, D. C., April 14.
April 14	The two parties met with Secretary Wirtz, the mediators, and members of the Secretary's staff for several hours. During the meetings, the company representatives agreed to present a counter-proposal on supplemental unemployment insurance and other fringe benefits.
April 15	Stating that the dispute threatened to result in a strike that would, if permitted to occur or continue, imperil the national safety, President Johnson invoked the national emergency provisions of the Taft-Hartley Act and appointed a 3-member Board of Inquiry to investigate. Board members were the Reverend Leo C. Brown, S. J., of the Center for Social Studies, Cambridge, Mass., chairman; Clyde W. Summors, Yale University; and J. C. Hill, New York arbitrator. After notifying the parties, the Board held a hearing in Stratford, Conn. Their report to the President stated that the parties had not reached a meeting of minds on many issues of major importance; nor had bargaining proceeded to the point where the parties had been able to formulate a precise statement of their differences. The board concluded that "There is every indication that a settlement of this dispute will require difficult and extended negotiations."
April 16	More than 2,000 employees began leaving their jobs, halting production of gas turbine engines for helicopters.
April 17	After Defense Secretary Robert S. McNamara informed the President that interruption of production at Avco (which was the sole manufacturer of engines for troop-carrying helicopters) would have serious consequences in Viet Nam, President Johnson directed the Justice Department to seek an injunction to halt the strike, under the national emergency provisions of the Taft-Hartley Act. Judge William H. Timbers, of the U.S. District Court in New Haven, Conn., issued a 10-day restraining order, halting the strike. Employees began returning to work on the 3 p.m. shift.

See footnotes at end of table.

28. Aircraft—Aerospace Industry Dispute, 1967—The Avco Corp., Lycoming Division, Stratford, Conn. v. United Automobile, Aerospace and Agricultural Implement Workers of America (AFL—CIO)[1]—Continued

April 19	Federal and State mediators resumed their efforts. They were joined by Reverend Brown, chairman of the Board of Inquiry.
April 25	Judge Timbers extended the restraining order to a preliminary 80-day injunction, retroactive to April 17.
June 7	The National Labor Relations Board set June 20 as the date for the union's membership to vote on the company's final offer.
June 10	The UAW Executive Board unanimously recommended that union members reject the company's final offer, which did not include supplementary unemployment benefits.
June 14	Company and union representatives met with members of the Board of Inquiry to present statements of their respective positions. Federal mediators and representatives of NLRB also attended the meeting.
June 16	In its second report to the President, the Board summarized the mediative efforts made toward settlement of the dispute and reported that although most noneconomic issues had been settled, no significant progress has been made on the economic issues. Avco estimated the cost of its last offer at approximately 43 cents an hour. The Board also reported that although it lacked data for a reliable estimate of the magnitude of the differences between the costs of the union's requests and the employer's last offer, the difference was substantial.
June 20	Union members rejected the company's offer in the balloting conducted by the NLRB.
June 27	Because no settlement was in sight, Undersecretary of Labor James J. Reynolds called union and management officials to Washington again. The parties met with Defense and Labor Department officials, and, on June 28, announced that they had reached an agreement.
July 3	The agreement was ratified by members of UAW Local 1010, and subsequently by members of Local 376. [2]

[1] The dispute involved members of UAW Local 1010, representing production and maintenence workers; and Local 376, representing office and technical workers.

[2] Terms of both agreements were similar—a 3-year contract provided for an immediate wage increase averaging 18 cents an hour (including 10 cents retroactive to April 16), and increases in 1968 and 1969, averaging 17 cents and 18 cents, respectively. An additional 10 cents was provided for skilled workers, and night-shift differentials were increased. Pensions were increased from $2.70 to $4 a month for each year's credited service, effective Jan. 1, 1968, and to $4.75 Jan. 1, 1969. Other pension improvements included vesting after 10 years' service instead of age 40, and company-paid hospital-surgical insurance for present retirees. The settlement also provided for liberalizations in sick leave and health and welfare provisions, including hospital-medical benefits; a SUB plan replaced the Extended Layoff Benefits plan.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69 — International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies

July 10, 1968	Negotiations to replace the 4-year contract expiring September 30, 1968, were opened by the International Longshoremen's Association (ILA) and the New York Shipping Association (NYSA). The ILA proposed a 2-year agreement with provisions to apply uniformly to the 5 major North Atlantic Coast Ports.[1] The uniform demands would eliminate the practice of simultaneous loading and unloading of containerships, grant exclusive rights to pack and unpack containers loaded away from the piers, except those with a "manufacturers label,"[2] and establish a standard work gang of 17 men.[3] The demands also included a $2.38 per hour wage increase, a 6-hour workday, an increase of $125 in the monthly pension benefits, a guaranteed annual income equivalent to 2,040 hours' work at straight-time rates,[4] and liberalized welfare, vacation, and holiday benefits.
August 7	The NYSA offered a 48 cents per hour, 4-year contract package, stating that it was authorized to negotiate only on the provisions in the "master agreement" for the North Atlantic District and for a container provision for Baltimore. (Philadelphia and Boston were not on the sailing schedules of containerships.)
August 22	A 1-year extension of the contract, including a 35-cent-an-hour package to be allocated by the ILA, was proposed by the NYSA to provide additional time to study the problems of worker security. In addition, employers in New York, Baltimore, and Hampton Roads offered a new container clause that would permit ILA members to strip and load containers that had been consolidated in the port area from less than full-load lots.
August 27	ILA negotiators rejected the proposal to extend the contract and suggested a 38-cent-an-hour-wage increase for a 6-hour day. Union demands concerning containers were not changed.
August 29	Negotiators agreed to refer the matter of pensions to a special committee. The union had proposed $300 a month pension, payable at age 50, after 20 years in the industry. In addition, the union requested that past service for pension benefits be fully funded within 10 years.
August 31	The ILA announced at a bargaining strategy meeting in Miami that conventional cargo ships, but not containerships, would be worked should the parties fail to reach agreement by September 30.
September 4	On resumption of negotiations in New York, the NYSA proposed, and the union rejected, a $275 a month pension at age 62 after 25 years' service.
September 9	Employers presented a new offer: a 2-year package with a 33-cent wage increase and 25-cent-an-hour pension and welfare contribution that would have permitted a $300 a month pension at age 62.

See footnotes at end of table.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69 — International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies—Continued

September 9—Continued	A stoppage begain in Boston over employer demands that union furnish full-sized gangs.
September 15	The NYSA tentatively proposed a guarantee of 2,080 hours' work in exchange for the freedom to automate operations and to assign longshoremen to jobs. The 2 hours of travel time paid in moving from one area of the port to another was eliminated. The union rejected the offer, and negotiations were discontinued until September 25.
September 20	The executive board of the ILA voted to strike October 1, if no contract was concluded. Agreement was reached to end the Boston port stoppage.
September 24	President Lyndon B. Johnson assigned James Reynolds, Under Secretary of Labor, to assist in mediating the dispute. At this stage, only wages, pensions, and the guaranteed annual income had been discussed. The problems of establishing an industrywide containerization provision had not been approached.
September 26	Thomas W. Gleason, International President of the ILA, stated that the employers represented by the NYSA must either let the ILA load and unload containers, or pay a royalty that was adequate to finance a pension and welfare plan the union considered satisfactory. Payments to these funds had been based on hours worked. Because of considerable savings in man-hours possible with containerships, the union maintained that hourly pension and welfare contributions would have to be much higher to finance these benefits at current levels. The NYSA had proposed that the ILA load and unload containers consolidated within the immediate port area. Fearing that container consolidating operations would be opened outside the port area, the ILA rejected this proposal.
September 30	The President stated that a stoppage would imperil the national health and safety and, pursuant to Section 206 of the Labor-Management Relations Act, appointed a Board of Inquiry.[5] David L. Cole, former Director of the Federal Mediation and Conciliation Service, was designated chairman. The other two members were Peter Seitz and the Rt. Rev. Msgr. George Higgins. In New York, negotiators met without success in a final effort to avoid a strike. Dock workers in New York began leaving their jobs before the midnight deadline.
October 1	About 46,000 workers were involved directly in the strike. The Board of Inquiry met in New York with employer and union representatives. Later, the Board reported to the President that

See footnote at end of table.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69 — International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies—Continued

October 1—Continued	there were "two overriding issues, and the failure to resolve these has prevented the parties from reaching agreement on other items." These were unionwide collective bargaining[6] and the problems of containerization. The President requested the Attorney General to seek an end to the strike. Shortly after 7 p.m., Judge Sylvester Ryan of the U.S. District Court for the Southern District for New York issued a temporary restraining order and set October 9 as the date for hearings on a 60-day injunction. Thomas W. Gleason, President of the ILA, indicated that due to the lateness of the order, ending the stoppage the next day would be impossible.
October 3	Work was resumed at all ports.
October 9	A ruling on the request for an injunction was put off to October 15. The restraining order continued in effect.
October 16	Judge Ryan issued a 60-day injunction prohibiting a strike by longshoremen until 7:05 p.m. December 20.
October 30	Formal negotiations resumed for the first time since September 30; the ILA demanded that the basic containerization and job security provisions apply equally to all Atlantic and Gulf ports. The NYSA's offer of a 2,080-hour guaranteed annual wage was also a problem. In New York, the offer was contingent on the imposition of penalties on workers who refused to work beyond their normal work area; in other ports, employers felt that they could not afford the guarantee.
October 31	New Jersey dockworkers struck, primarily at container loading sites. They demanded that the container royalty payments be divided among the workers as a bonus.
November 1	The NYSA proposed a 3-year, $1.01-an-hour contract, including wage increases up to 63 cents per hour; and 38 cents for pension and welfare funds, thereby allowing a $300 monthly pension at 62. Detailed hiring and income guarantee contract clauses also were presented. The union announced that it would reply November 6.
November 4	The U.S. Attorney's Office in New York ordered an investigation to determine if the wildcat strike in New Jersey was in violation of the injunction obtained under the Taft-Hartley Act. The workers returned to their jobs the next day.
November 6	Dissatisfied by the failure to negotiate a single North Atlantic District agreement, by the size of the money package, and by the retirement provisions, the International Longshoremen's Association rejected the NYSA offer of November 1.

See footnote at end of table.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69—International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies—Continued

November 30	The Board of Inquiry reported to the President that the positions of the parties had not changed since the first report, and that none of the issues had been resolved.
December 2	Thomas Gleason recommended that workers reject the offers submitted by the employer associations for the North Atlantic District.
December 5	Workers in South Atlantic Coast ports began 2 days of voting on the employer's last offer.
December 10	Longshoremen in the North Atlantic District (from Hampton Roads, Va., to Searsport, Maine) voted on the employer's last offers.
December 11	The NLRB announced that longshoremen had voted approximately 15 to 1 to reject the final employer offer.
December 12	Bargaining resumed for the first time since November 6 amid reports that the leaders of the October 31-November 5 wildcat strike in New Jersey were calling for a slowdown. All ports were reporting working at "full employment."
December 16	A tentative oral 3-year agreement was reported to have been reached for the North Atlantic District. The contract provided for the right to open and repack all containers bearing consolidated cargoes loaded within fifty miles of New York. It also included a guaranteed annual wage of 2,080 hours. The offer included a $1.60 increase in wages and supplemental benefits over 3 years; these changes would raise hourly rates to $4.60 and provide a $250 monthly pension at 55 after 20 years, or $300 a month at 62 after 25 years of service. Changes in the work rules were to be negotiated.
December 17	The union bargaining committee for the North Atlantic District rejected the tentative offer, primarily because of the inability to achieve an agreement for the entire North Atlantic District. Although the container provision protected New York dockworkers, it did not prevent freight forwarders in other ports from shipping through New York, causing a decrease in employment in these ports. Philadelphia and Boston longshoremen representatives also attacked the provision that stated: "the men will work in any port which has an agreement on the master contract and local conditions, and that the union policy of 'one port down, all ports down' shall not be applied."
December 18	Bargaining continued over the issues of containerization and supplementary benefits. Employers in the ports of Philadelphia and Boston, which did not have container facilities, were unwilling to

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69 — International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies — Continued

December 18— Continued	offer the same provisions as New York, Hampton Roads, and Baltimore. They contended that the improved supplementary benefits were to be paid for by increased productivity attributable to automation.
December 20	Negotiations ended in the afternoon without agreement, and the stoppage of 46,000 men was resumed at 7:05 p.m. when the injunction expired.[7]
December 21	The Philadelphia Marine Trade Association and the Boston Shipping Association issued a statement charging the NYSA and the ILA with an attempt to "usurp" the rights of local ports because the New York bargaining authority for them covered only the "basic wage increase and contributions to welfare and pension funds but not the benefits to be derived therefrom, basic working day, and term of the agreement." The two employer associations objected to NYSA offers on vacation and holiday pay, the guaranteed annual wage, and container restrictions. They indicated that the NYSA could commit them for only $1.44 of the offer, and that the remaining 16 cents, representing vacation and holiday pay, had to be negotiated locally. The Baltimore Steamship Trade Association indicated that if any other employer associations rejected the contract, it would be forced to do so also.
December 23	Negotiations resumed in New York. The ILA demanded that the "master contract" specify that a reasonable guaranteed annual income be negotiated in the other ports. Efforts to start local negotiations in Philadelphia, Baltimore, and Hampton Roads failed, in part, because union leaders were in New York. In Boston, the parties agreed to meet in an attempt to produce the first signed agreement in 10 years.
December 24	At the meeting in Boston, the Shipping Association notified mediators that it would participate only to negotiate a local contract.
January 3, 1969	New York longshoremen and shippers met in an attempt to resolve two major local issues: the jurisdiction of the ILA in stripping and loading containers, and the hiring practices under the guaranteed annual income plan. The negotiations ended in disagreement and were recessed indefinitely, subject to recall by the mediator.
January 7	Reportedly, at a full meeting of the New York Shipping Association, the members authorized the labor policy committee to withdraw the entire offer and seek Washington intervention. The next day the NYSA appealed to the President to refer the dock strike to Congress, as provided under Sec. 210 of the Taft-Hartley Act.
January 9	A meeting of top union and management officials continued to January 10. Agreement was reached on the container clause and on hiring practices under the guaranteed annual income plan.

See footnote at end of table.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69—International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies—Continued

January 12	The full union and management bargaining committees met to review the written contract, including the provisions agreed to the previous day. The union committee unanimously accepted the new container clause, which protected local ports from the threat of losing work to New York,[8] and returned to their home ports.
January 14	A tentative agreement was reached for the Port of New York, but ratification by the membership was deferred pending settlement in other ports. Besides the container clause accepted January 12, the $1.60 wage-supplementary benefit package, and the pension plan offered December 16, the agreement included the annual guarantee of 2,080 hours' pay at straight-time rates. Travel pay would not be paid to workers hired after the agreement went into effect (October 1, 1968). Negotiations resumed in Boston, Baltimore, and Hampton Roads. In Philadelphia, the union demanded the entire New York contract. The shippers agreed to the same wage rates and supplementary benefit contributions as New York, but maintained that they would not pay the increased vacation costs. They also rejected the increased guaranteed annual income plan.
January 16	Negotiations began in Miami for South Atlantic ports from Morehead, N.C., to Key West, Fla. In Galveston, where bargaining resumed for a contract covering West Gulf Ports, talks broke off when the employers did not make a money offer.
January 22	Talks in New Orleans were discontinued after the shippers offered a $1.07 package and demanded a decrease in the size of crews loading grain ships.
January 23	The ILA was warned by the NYSA that it might be in violation of the Taft-Hartley Act if it refused to place the contract before its members for ratification. Management in Philadelphia offered three contract options: (1) the $1.60 package, including $1.44 for wages, pensions and welfare, and the remaining 16 cents for "whatever it would buy" in the way of additional vacations and holidays; (2) the same benefits as in New York, but changes in the work rules designed to reduce labor costs; or (3) subsequent negotiations on the vacation plan. The union declined all three options. Negotiators for South Atlantic ports reached tentative settlement on local issues and agreed that wages, supplementary benefits, annual wage guarantees, and the container clause would follow the New Orleans pattern.

See footnote at end of table.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69—International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies—Continued

January 23—Continued	Talks resumed in Galveston for West Gulf ports. Employers were reluctant to discuss money until some agreement was reached on changing work rules.
January 26	Negotiators in Baltimore reached agreement on holiday and vacation benefits, but the union rejected the employers' offer of a guaranteed 1,800-hours' work.
January 29	Because of problems in Philadelphia and New Orleans, the executive council of the ILA met in New Orleans in an attempt to coordinate bargaining and concluded by requesting the President to "insist" that the Gulf employer associations increase their offer from $1.07 to $1.60.
February 1	Negotiators in Hampton Roads reached agreement on a guaranteed annual income of $6,800 for qualifying workers in 1969-70 and $7,820 in 1970-71 contract years.
February 2	A tentative agreement, providing for pay increases of $1.60 an hour over the life of the contract, was reached in New Orleans. It required that negotiations on a guaranteed annual income begin 90 days after ratification, and that the size of the work gang not be reduced during that period. The container provisions eliminated two clauses of the New York agreement, thus permitting containers consolidated in other ports to move through New Orleans without repacking, and also requiring arbitration of disagreements over the handling of containers. (These changes reflect the different practices in the two ports before negotiations began in July. See footnote 2.)
February 3	David L. Cole was asked by Secretary of Labor George P. Shultz to resume over-all direction of the mediation activity. Mr. Cole had not been involved since the agreement was reached in New York. Thomas Gleason indicated that the New Orleans container clause was unacceptable to the International. ILA South Atlantic and Gulf District officials refused to reopen negotiations. From Miami, the executive board of the Teamsters telegraphed ILA and the port employer associations that the new agreement would not be allowed to remove work from the Teamster jurisdiction. [9]
February 4	New York Shipping Association members agreed to withdraw the unratified contract of January 14 if workers did not return shortly. Negotiators in Philadelphia reached agreement on the wage and supplementary package, and container provisions and became the fourth major port to do so. However, eligibility for a fifth and sixth week of vacation and union demands to eliminate the "set-back"[10] clause prevented agreement.

See footnotes at end of table.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69—International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies—Continued

February 4—Continued	Negotiations resumed in Galveston; the shippers matched the New Orleans' money offer, but the longshoremen demanded the New York container provision.
February 7	Seeking a ratification vote,[11] the New York Shipping Association filed an unfair labor practice suit against the ILA.
February 8	At a meeting of the executive council of the ILA in Houston, New Orleans' union officials promised to attempt to reopen negotiations on the container clause.
February 11	The NLRB petitioned the U.S. District Court for the Southern District of New York to order the longshoremen to return to work in the Port of New York. Judge F. X. McGohey, denying the request, ordered the ILA to hold an election by February 14, but allowed the NLRB to return to the court if work was not resumed.
February 14	Longshoremen in New York ratified the agreement 9,328 to 3,213.
February 15	Work was resumed in New York.
February 17	The NLRB petitioned the Federal District Court in New Orleans to order longshoremen in New Orleans to return to work.
February 18	Tentative agreement was reached for Miami. Most other South Atlantic ports also reached agreement.
February 19	Judge Frederick J. R. Heebe ordered five ILA locals in New Orleans to vote on the contract February 21. A checkers and clerks local had not reached agreement on a container clause. Shippers and union officials in Baltimore announced tentative agreement, also to be submitted for ratification on February 21. The contract included a guaranteed annual income of 1,800 hours.
February 20	Agreement was reached in Philadelphia, providing for a fifth and sixth week of vacation for longshoremen who worked 1,600 hours in 10 of the past 12 years. The contract eliminated the "set-back" provision, and the container provision allowed packing and unpacking of consolidated containers that were local in origin or destination. The guaranteed annual wage was increased to 1,800 hours. Ratification was set for the 23d. Workers in Miami and Port Everglades ratified their contract.

See footnote at end of table.

29. Stevedoring Industry Dispute, Atlantic and Gulf Coasts, 1968-69—International Longshoremen's Association (AFL-CIO) v. Shipping and Stevedoring Companies—Continued

February 21	Longshoremen in New Orleans, Hampton Roads, and Baltimore ratified contracts and returned to work the next day. Following the conclusion of these settlements, longshoremen in South Atlantic and Gulf ports were expected to return to work shortly. [12]
February 23	Philadelphia longshoremen ratified their agreement and resumed work February 25.
April 12	The last port agreement was concluded. [13]

[1] The New York Shipping Association is authorized to bargain for New York, Baltimore, Boston, Hampton Roads, and Philadelphia with respect to wages, hours, employer contributions to the welfare and pension funds, and the term of the agreement. Settlements on these issues, generally referred to as the "master contract," are then incorporated into local agreements in these ports. Negotiations on working conditions, holidays, vacations, and other matters are conducted on the local level. Boston, however, had not had a signed agreement since 1959. The agreements for the remainder of the North Atlantic District and the South Atlantic and Gulf Districts follow the general North Atlantic Coast pattern.

[2] New York, Baltimore, and Philadelphia ports had royalty clauses on containers since 1960, 1961, and 1967, respectively. The royalties were 35 cents per gross ton for conventional ships, 70 cents for partially automated ships, and $1 for automated or containerized ships. Establishment of a container fund in Boston was delayed because of jurisdictional problems between the ILA and the Teamsters.

Although containers had been stripped in North Atlantic ports when the ILA found more than 1 bill-of-lading on a container, no such action had occurred in South Atlantic and Gulf ports.

[3] New York had 17-man gangs under the current agreement.

[4] New York had a 1,600-hour, and Philadelphia a 1,500-hour guarantee.

[5] This stoppage marked the seventh time that Atlantic Coast longshoremen were involved in a "national emergency" dispute.

[6] During the 1956 contract renegotiations, the ILA was enjoined from insisting on industrywide bargaining. In appeals to the courts during the next year, the injunction was upheld, and a trial examiner of the NLRB ruled that the insistance upon industrywide bargaining was an unfair labor practice.

[7] This stoppage marked the sixth time that an East Coast stevedoring industry strike had occurred or had been resumed after an 80-day "cooling-off" period.

[8] The new master clause read: "Containers owned or leased by employer-members (including containers on wheels) containing LTL [less than truckload lots] loads or consolidated full-container loads, which are destined for or come from, any person (including a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of outcargo or a distributor of inbound cargo) who is not the beneficial owner of the cargo, and which either comes from or is destined to any point within a 50-mile radius of any North Atlantic District port shall be stuffed and stripped by ILA labor at longshore rates on a waterfront under the terms and conditions of the General Cargo Agreement." The New York Times, January 13, 1969, p. 93. In addition, disagreement over the handling of a container was not arbitrable.

[9] The ILA and the Teamsters had met occasionally to discuss jurisdiction, but no agreement had been announced.

[10] When a ship failed to arrive on time, longshoremen's work schedules were changed from 7:30 a.m. to 1:00 p.m. under the "set-back" clause, which also provided pay for 1 hour in the morning and a 4-hour guarantee in the afternoon. In this situation, other port agreements provided 4 hours' reporting pay and permitted longshoremen to take another job in the afternoon. Philadelphia dockworkers struck over this issue in 1967.

[11] In the 1964-65 negotiations, the contract was ratified in New York and New Orleans shortly after agreement was reached, but the longshoremen did not return to work. The NYSA and New Orleans Steamship Association successfully filed suits to require the groups to return to work.

[12] Longshoremen at Jacksonville, Fla., Mobile, Ala., and Baton Rouge, La., and West Gulf ports did not return to work at that time. However, work was resumed in Mobile on February 25 and at Jacksonville on March 1. The West Gulf ports and Baton Rouge, where dockworkers demanded the New York container clause rather than the one for New Orleans, did not return to work until April 2 and March 14, respectively. Operations were resumed in Beaumont, Orange, and Port Arthur, April 13.

[13] Work was not resumed in New England ports until March. At Boston, where employers demanded concessions in work rules in exchange for higher wages, benefits, container clause, and guaranteed annual wage, work was resumed April 2.

Appendix A

Labor Management Relations Act, 1947, as Amended
by Public Law 86-257, 1959

National Emergencies

Sec. 206. Whenever in the opinion of the President of the United States, a threatened or actual strike or lockout affecting an entire industry or a substantial part thereof engaged in trade, commerce, transportation, transmission, or communication among the several States or with foreign nations, or engaged in the production of goods for commerce, will, if permitted to occur or to continue, imperil the national health or safety, he may appoint a board of inquiry to inquire into the issues involved in the dispute and to make a written report to him within such time as he shall prescribe. Such report shall include a statement of the facts with respect to the dispute, including each party's statement of its position but shall not contain any recommendations. The President shall file a copy of such report with the Service and shall make its contents available to the public.

Sec. 207. (a) A board of inquiry shall be composed of a chairman and such other members as the President shall determine, and shall have power to sit and act in any place within the United States and to conduct such hearings wither in public or in private, as it may deem necessary or proper, to ascertain the facts with respect to the causes and circumstances of the dispute.

(b) Members of a board of inquiry shall receive compensation at the rate of $50 for each day actually spent by them in the work of the board, together with necessary travel and subsistence expenses.

(c) For the purpose of any hearing or inquiry conducted by any board appointed under this title, the provisions of sections 9 and 10 (relating to the attendance of witnesses and the production of books, papers, and documents) of the Federal Trade Commission Act of September 16, 1914, as amended (U.S.C. 19, title 15, secs. 49 and 50, as amended), are hereby made applicable to the powers and duties of such board.

Sec. 208. (a) Upon receiving a report from a board of inquiry, the President may direct the Attorney General to petition any district court of the United States having jurisdiction of the parties to enjoin such strike or lockout or the continuing thereof, and if the court finds that such threatened or actual strike or lockout—

(i) affects an entire industry or a substantial part thereof engaged in trade, commerce, transportation, transmission, or communication among the several States or with foreign nations, or engaged in the production of goods for commerce; and

(ii) if permitted to occur or to continue, will imperil the national health or safety, it shall have jurisdiction to enjoin any such strike or lockout, or the continuing thereof, and to make such other orders as may be appropriate.

(b) In any case, the provisions of the Act of March 23, 1932, entitled "An Act to amend the Judicial Code and to define and limit the jurisdiction of courts sitting in equity, and for other purposes," shall not be applicable.

(c) The order or orders of the court shall be subject to review by the appropriate circuit court of appeals and by the Supreme Court upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U.S.C., title 29, secs. 346 and 347).

Sec. 209. (a) Whenever a district court has issued an order under section 208 enjoining acts or practices which imperil or threaten to imperil the national health or safety, it shall be the duty of the parties to the labor dispute giving rise to such order to make every effort to adjust and settle their differences, with the assistance of the Service created by this Act. Neither party shall be under any duty to accept, in whole or in part, any proposal of settlement made by the Service.

(b) Upon the issuance of such order, the President shall reconvene the board of inquiry which has previously reported with respect to the dispute. At the end of a 60-day period (unless the dispute has been settled by that time), the board of inquiry shall report to the President the current position of the parties and the efforts which have been made for settlement and shall include a statement by each party of its position and a statement of the employer's "last offer" of settlement. The President shall make such report available to the public. The National Labor Relations Board, within the succeeding 15 days, shall take a secret ballot of the employees of each employer involved in the dispute on the question of whether they wish to accept the final offer of settlement made by their employer as stated by him and shall certify the results thereof to the Attorney General within 5 days thereafter.

Sec. 210. Upon the certification of the results of such ballot or upon a settlement being reached, whichever happens sooner, the Attorney General shall move the court to discharge the injunction, which motion shall then be granted and the injunction discharged. When such motion is granted, the President shall submit to the Congress a full and comprehensive report of the proceedings, including the findings of the board of inquiry and the ballot taken by the National Labor Relations Board, together with such recommendations as he may see fit to make for consideration and appropriate action.

Appendix B.

Highlights of National Emergency Disputes, 1947–68

Industry	Date of dispute [1]	Strike status				Settlement reached				Last offer ballot
		Number of workers involved [2]	Approximate calendar duration (days)	In progress before injunction	Halted by injunction	Without injunction	With injunction			
							Within 80-day cooling-off period	After 80-day cooling-off period		
								Without strike	After strike	
Bituminous coal mining	Mar. 15–Apr. 12, 1948	320,000	41	x	([3])	-	x	-	-	None
	June 19–24, 1948	No strike				x	-	-	-	None
	Sept. 19, 1949–Mar. 5, 1950	337,000	116	x	([4])	-	x	-	-	None
Meatpacking	Mar. 15–June 5, 1948	83,000	82	No injunction		x	-	-	-	None
Atomic energy	Mar. 5–June 15, 1948	No strike				-	-	x	-	Rejected
	July 6–Nov. 7, 1954	4,500	4	[5]x	[5]x	-	-	x	-	Rejected
	July 6–Aug. 18, 1954	No strike				x	-	-	-	None
	May 10–Aug. 5, 1957	1,500	6	x	x	-	-	x	-	Rejected
Basic steel	July 15, 1959–Jan. 28, 1960	519,000	116	x	x	-	[6]x	-	-	[7]Rejected
Nonferrous smelting	Aug. 27–Nov. 5, 1951	40,000	12	x	x	-	x	-	-	[8]Rejected
	Sept. 30, 1966–Feb. 3, 1967	2,000	83	x	x	-	x	-	-	None
Fabricated metal products	Aug. 29, 1952–Feb. 20, 1953	1,600	106	x	x	-	x	-	-	None
Aircraft-aerospace	Apr. 2–Aug. 12, 1962	8,800	76	x	x	-	x	-	-	None
	Nov. 28, 1962–Jan. 27, 1963	20,000	2	[9]x	[9]x	-	x	-	-	None
	Jan. 23–May 10, 1963	No strike				-	-	x	-	([10])
	Oct. 17–Dec. 11, 1966	6,100	2	x	x	-	x	-	-	None
	Apr. 15–July 3, 1967	2,400	1	x	x	-	x	-	-	Rejected
Shipbuilding	Nov. 4, 1966–July 18, 1967	9,700	130	x	x	-	-	[11]x	-	([11])
Maritime	June 3–Nov. 25, 1948	[12]28,000	95	-	-	-	([13])	([14])	[15]x	([16])
	June 16–Sept. 21, 1961 [17]	2,700	32	x	[18]x	-	[19]x	-	([19])	[20]Rejected
	Mar. 16–July 16, 1962 [21]	5,000	27	x	x	-	x	-	-	([22])
Stevedoring	Aug. 17–Nov. 28, 1948	45,000	18	-	-	-	-	-	x	Rejected
	Oct. 1, 1953–Dec. 31, 1954	30,000	34	x	x	-	-	-	x	None
	Nov. 16, 1956–Feb. 22, 1957	60,000	20	x	x	-	-	-	x	Rejected
	Oct. 1–Dec. 26, 1959	52,000	8	x	x	-	x	-	-	[23]Rejected
	Oct. 1, 1962–Jan. 26, 1963	50,000	39	x	x	-	-	-	x	Rejected
	Sept. 30, 1964–Mar. 13, 1965	53,000	62	x	x	-	-	-	x	None
	Sept. 30, 1968–Feb. 25, 1969	[24]50,000	70	x	x	-	-	-	x	Rejected
Telephones	May 18–June 4, 1948	No strike				x	-	-	-	-

[1] Defined as from the beginning of a strike or the appointment of a Board of Inquiry to date of settlement.
[2] Refers to those in a bargaining unit or to those directly involved in the strike.
[3] Strikers returned to work about 3 weeks after a temporary restraining order was issued.
[4] Injunction issued. In contempt proceedings, the union was found not guilty of ordering continuation of the strike.
[5] Strike halted voluntarily before injunction was issued.
[6] 1 large and a number of minor producers reached agreement after the injunction was dissolved.
[7] Rejected by employees of 4 small companies.
[8] 1 major producer settled before the injunction was issued, and the other major producers settled within the injunction period. The last offer ballot was held in plants of 8 companies.
[9] Strike halted, on request of mediators, before injunction was issued.
[10] NLRB election held, but results not officially announced.
[11] Some issues were settled before and during the injunction period. Parties agreed to (1) submit unresolved issues to Board of Inquiry, (2) extend no-strike period beyond injunction period, and (3) request NLRB supervised last-offer before reactivating strike. Settlement, reached after injunction period without strike, ratified in NLRB ballot.
[12] Dispute involved the ILWU on the Pacific Coast and 6 maritime unions on the Atlantic, Gulf, and Pacific Coasts, and the Great Lakes. A strike occurred only on the Pacific Coast after the injunction was dissolved.
[13] On the Atlantic and Gulf Coasts.
[14] On the Great Lakes after the injunction was dissolved.
[15] On the Pacific Coast.
[16] Ballot was boycotted by the ILWU and not completed for off-shore union before the injunction was dissolved.
[17] Involved 7 maritime unions on the Atlantic, Gulf, and Pacific Coasts.
[18] Settlements with a number of the unions were concluded before the injunction was issued.
[19] 6 of the 7 unions had settled before the expiration of the injunction period; 1, on the Pacific Coast, settled later after a strike.
[20] By 1 union.
[21] Involved 3 divisions of 1 union on the Pacific Coast and Hawaii.
[22] Ballot mailed but results not certified because settlement was reached before end of voting period.
[23] Last offer rejected in West Gulf Coast Ports.
[24] Most ports had settled by March 1969. Still on strike at this time were Boston, Jacksonville, Fla., Baton Rouge, La., and West Gulf Coast Ports.

Appendix C

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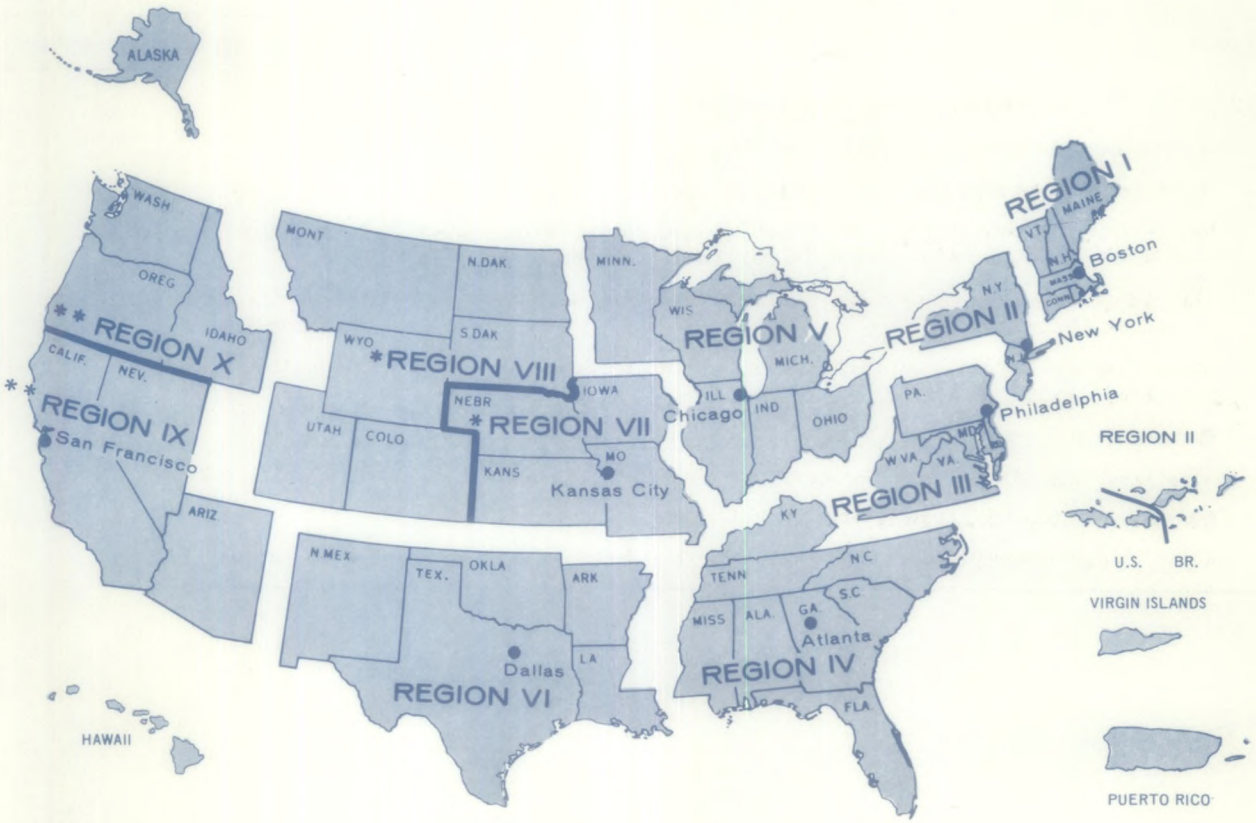

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