

The Boston Longshoremen's Strike of 1931

By

Francis M. McLaughlin

In the depth of the Great Depression, under extremely adverse circumstances, Boston longshoremen engaged in, and endured, a long and bitter strike. It began on October 1, 1931, and ended on December 5. The strike was caused by the refusal of Boston longshoremen to accept work rules identical to those in New York. In the course of the strike, Boston longshoremen repudiated the leadership of the International Longshoremen's Association's International President, Joseph P. Ryan. The strike was fought bitterly and the men were defeated resoundingly. The strike's legacy is found in the poor labor relations that characterized the port in subsequent decades.¹ The account contained in this paper demonstrates that the conflict reflected a fundamental disagreement between the longshoremen and their employers, about what constituted a reasonable pace of work. The story illustrates the enduring need, in a rational industrial relations system, for institutional means for resolving fairly unavoidable differences between employers and employees about the concrete meaning of distributive justice.

The most important strike issues were the longshoremen's resistance to the efforts of employers to remove all restrictions on the size and weight of the sling load, and to eliminate the Boston practice of double pay for working during meal hours. The matter of sling load limits had been on

¹ See Francis M. McLaughlin, "The Development of Labor Peace in the Port of Boston," *Industrial and Labor Relations Review*, Vol. 20, No. 2, January, 1967, especially pp. 221-225.

the bargaining table for years. The rule on meal hour pay was long-standing, and superior to what longshoremen received in New York.² The employers evidently considered the depression year of 1931 a good time to rid themselves of the burden of these special conditions. There were other matters in dispute, but these were the most important, and the sling load question was by far the more important of the two.

The sling, a circle of rope or wire spliced at the ends, was a basic piece of gear used in the transfer of cargo from ship to shore. It was attached to the hook on the ship's cargo handling gear and secured the cargo while it was being transferred. For some cargoes the sling was unsatisfactory and rope or wire nets, boards, hooks, or tongs were used instead. The dispute about the size and weight of the sling load was essentially a dispute about the size and weight of the cargo draft. Boston longshoremen's efforts to limit the draft were long-standing. At various times they had been successful in specifying the maximum weight, or the number of boxes, bales, or barrels of given sizes, or of given commodities, which could be handled in a single draft.³ Employers' efforts to remove such restrictions, or, at the very least, increase the maximum allowable weight and size of the draft, were also long-standing.

In arguing for weight limits workers often stressed safety, although a limited draft was also a way of stretching out the available amount of work. Employers countered the workers' concern for safety by arguing that the limits were much more restrictive than necessary for safety purposes. Employers also wanted stevedores to have discretion about the size of the safe load in the interest of more efficient operation and faster turn-around of ships.⁴ They argued that the wide range in variety of gear,

² Charles Barnes notes in *The Longshoreman* (New York, 1915), pp. 181-2, that Boston was a much stronger union port than New York, and had many more restrictive work rules.

³ A 1906 agreement contained limits on sling loads for grapes, apples, and vegetables. Commonwealth of Massachusetts, Bureau of Statistics of Labor, *Labor Bulletin No. 46*, Feb. 1907, pp. 113-114.

⁴ Stevedores were the hiring bosses. Shipping firms would contract with stevedoring firms to have cargo handled, and stevedoring firms would hire the longshoremen. Employers include ship operators, shipping agents, and stevedoring firms.

working conditions, and cargoes made the imposition of fixed limits unduly rigid, and a hindrance to efficient operation.

In the fall of 1925, the steamship agents and stevedores proposed that the existing practice of restricting the draft to 1,000 pounds be abandoned, and the size of the load left to the stevedore's judgment.⁵ The employers argued that the 1,000 pound restriction, more than anything else, had been responsible for the slow turn-around of ships. As a *quid pro quo* the employers offered to increase the minimum gang size from 17 to 18, and to authorize stevedores to employ whatever number of extra men were needed. The International Longshoremen's Association's members unanimously opposed the employers' proposal. The union delegates claimed that the practice of leaving the weight of the load to the employer's discretion had been tried in 1921, and had proven unsatisfactory to both sides. The longshoremen countered the employers' proposal by offering to agree to an average load of 1,800 pounds, if 24 man gangs were used in discharging, and 25 man gangs in loading, but this offer was unacceptable to the employers. The issue was referred to a joint committee of stevedores and longshoremen, but the committee did not reach any practical conclusion, and negotiations over the load weight continued through 1927 without success. The International Longshoremen's Association then informed the employers that it would enforce the 1,000 pound limit to the letter, and it prepared a list of the numbers of boxes, bales, or packages which could be carried in the sling for each commodity. This action indicates that the 1,000 pound limit must often have been breached.

The issue was on the table again in 1928 when the longshoremen offered to permit a ship owner or agent to increase the size of the established loads, whenever it was thought necessary for the prompt dispatch of the ship, but insisted that two-wheel rather than four-wheel hand trucks be used to move the cargo on the docks, and that the gang size

⁵ This account of the events leading up to the strike of 1931 is based on the minutes of meetings of the Standing Committee of Steamship Operators and Contracting Stevedores held in the Committee Room of the Boston Grain and Flour Exchange between October 28, 1925, and October 6, 1930. These minutes were included *verbatim et literatim* in Earle F. Hiscock, "Longshore Labor Conditions in the Port of Boston" (unpublished Naval Architecture Thesis, Massachusetts Institute of Technology, 1932).

be increased by four additional men, when these larger loads were used. At first the employers objected to both the longshoremen's insistence on the use of two-wheel hand trucks and the increase in gang size, but subsequently they offered to agree to the increase in gang size, provided there was no restriction on the use of four-wheel hand trucks, and provided also that the stevedore could move the extra men from gang to gang and hatch to hatch, and knock them off before other gang members, if he thought they were not needed. This was not acceptable to the longshoremen.

In the 1929 negotiations the longshoremen dropped their objections to the use of the four-wheel hand truck, provided that no more than 1,120 pounds be placed on any truck, and that when discharging cargo, loads would be broken up on the cap of the wharf. In December, the parties reached agreement and signed a one year contract which provided for a minimum gang size of 17 when loads were limited to 1,120 pounds, or the old established loads for particular cargoes were being handled, and a minimum gang size of 21 when unlimited sling loads were handled, with employers having the right to decide how the men were to be distributed. It was also agreed that employers would have the option of starting a job with either limited sling loads and 17 man gangs, or unlimited sling loads and 21 man gangs, and would be free to change over at any time, and that the provisions on gang size and load weights would not apply to lumber, and to cargo discharged into lighters or cars, in which cases gang size and sling load weights were to be at the stevedore's discretion. Finally, the weight of the load carried on a two-wheel hand truck would be limited to 1,120 pounds. This agreement appeared to give the employers much of what they wanted, unlimited loads, freedom to distribute the men, and flexibility in shifting back and forth between the old and the new cargo handling systems. But, there was no agreement about the use of four-wheel hand trucks, and the weight that could be put on them. The failure to deal with these matters soon disrupted relations between the parties.

In October of 1930, the employers offered to renew the 1929 agreement, provided that the International Longshoremen's Association's delegates would enforce a provision in the contract prohibiting work stoppages during the term of the contract. The delegates replied that the men had been badly abused under the 1929 agreement, particularly by the overloading of hand-trucks, and claimed that the grievance procedure was not worth the paper it was printed on in dealing satisfactorily with the

issue of overloading. One spokesman for the longshoremen told the employers that he believed the only way employers could be made to realize the deplorable conditions on the piers was for the men to put on their coats and quit. The employers disagreed with the union delegates' assessment of conditions, and insisted that the grievance procedure was satisfactory. The delegates disagreed and claimed that men who filed complaints, or called for an investigation, were blacklisted and received no further work. The employers denied this charge.

This exchange led the delegates to insist that they would not renew the old agreement without a distinct understanding about the weight of the loads which could be carried on both the two-wheel and four-wheel hand trucks. They proposed that a load of 1,500 pounds or less placed directly on a four-wheel truck would be handled by two men to a truck, but for loads over 1,500 pounds at least three men would have to be used, and if loads reached 2,000 pounds the truck would have to be handled mechanically. The International Longshoremen's Association regarded this proposal as reasonable, and argued that its adoption would be the proper way to correct abuses, but the employers were adamantly opposed.

There was some disagreement about what had been agreed to the previous year concerning the weights of both sling and truckloads. The employers insisted that all the difficulties could be handled by the provisions of the grievance procedure, and they were very critical of the action of one delegate in supporting a man who led a group refusing to handle a load of 2,000 pounds on a four-wheel truck. The employers claimed that what the men had been ordered to do was in accordance with the agreement, and that the delegate by his action had failed to stand behind the agreement to which he had been a party. Although this sort of situation was not covered specifically in the agreement, the work stoppage was a violation of the agreement to let such questions be handled by means of the grievance procedure, but in the absence of clear contract language covering such a situation, the delegate undoubtedly found it difficult to do anything but support the men when they walked off the job. Cases of this sort demonstrated the need for a standard about acceptable weights on four-wheel hand trucks. The lack of such a standard put the delegates in the position where they were unable to do their part in enforcing the ban against work stoppages during the contract period. The longshoremen and their employers were unable to reach agreement in 1930, and relations progressively worsened throughout the following year.

A full understanding of the causes of the disagreement between the longshoremen and their employers requires a close analysis of the sling load question. The employers regarded the limited sling load as a restriction upon their freedom to make decisions important to the efficient operation of their businesses. The frequent references to employer violations of existing restrictions on sling load weights indicates that employers believed that there were advantages to be gained from larger sling loads. Since ship operators had a primary interest in the speed of cargo handling, and regarded time spent in port as unproductive, they must have believed that larger sling loads would speed up the loading and discharge of ships.

The work of transferring ship's cargo between ship and shore could be separated into three distinct parts: the work of the dock section of the longshore gang; the work of the hook; and the work of the hold section of the longshore gang. If the dock gang or the hold gang was either idle or not working very vigorously, or the hook was idle, the cargo handling operation would not be performed at peak efficiency. If there was no slack in any stage of the operation, then the cargo handling operation could only be speeded up by increasing the draft size and at the same time increasing the size of the hold and dock gangs.

Since the employers were primarily interested in removing the limit on the weight and very reluctant to increase the gang size, they must have believed that both hold and dock sections of the longshore gang either had idle time, or were not working sufficiently vigorously.⁶ Since they could have been expected under these circumstances to take advantage of any hook idle time by making more frequent hookings on, they must have believed that the hook was being worked to capacity. If it had been possible to speed up the hook cycle, it is difficult to explain why the employers did not take advantage of this option to get more work out of

⁶ In 1925 the employers offered only a very small increase in gang size to 18 men, in return for an unlimited load. In 1929 when they accepted a 21-man gang in exchange for an unlimited load, they also insisted upon and received the provision that they could revert to the old limits with 17 men if they wished. They evidently believed that 21 men might very well nullify the advantage of the unlimited load, which indicates that they believed additional men to be largely unnecessary. In 1931, they insisted upon no minimum in unloading and 18 in loading. Throughout, the union was willing to agree to an unlimited load, but with more men. Employers were not interested. This supports the view that employers believed the existing gangs were not working sufficiently hard.

the dock and hold gangs. The employers obviously believed that improvements in productivity could be achieved only by a larger draft.

The union position in this controversy is more difficult to unravel. Did the union resist the employers' proposals from a concern over safety, or over what constituted an acceptable pace of work, or because of a concern with preserving work opportunities? It does not appear that the union leaders' primary concern was the safety risks of overloading the sling, or the ship's gear, while the cargo was being transferred between ship and shore. It is true that they argued on these grounds. In October of 1931, they claimed that 2,000 to 3,000 pounds was "excessive and unsafe," and the *Boston Globe* for October 14, 1931, reported that the longshoremen had put their case before the Mayor of Boston, on the grounds of safety and health.⁷ But if this had been the longshoremen's primary concern what explains why they presented proposals to management in 1928, 1929, and 1930 which incorporated an unlimited sling load, and why would they have signed an agreement providing for an unlimited sling load in 1929? In 1930, their objection to practice under the 1929 agreement concerned primarily the handling of the cargo on the dock, and they expressed no concern over the practice of removing the limit on the sling load *per se*. It is likely that the limit on the load was primarily a means for achieving an objective other than safety. What was the other objective?

In all the proposals where the longshoremen offered to either increase the load limit, or remove the limit altogether, they also included as a *quid pro quo* an increase in the size of the gang. There could have been two possible reasons for coupling these changes. The longshoremen could have been concerned primarily about the effect of an increased sling load upon the total number of hours of employment provided by a given ship, and intended the increase in gang size to be a means of preserving the volume of employment. Alternatively, the longshoremen could have believed that the hold and dock sections of the longshore gang were already working sufficiently hard, and increasing the size of the draft would have subjected the men to a form of speed-up.

Which motive was dominant, or were both equally important? The content of the longshoremen's 1928 and 1929 proposals is not sufficient

⁷ *Boston Globe*, October 14, 1931.

to isolate the dominant motive. The 1928 proposal contained provisions relating to the manner in which cargo was to be handled on the dock, and the 1929 proposal limited the weight of the cargo that could be handled on a truck. The effect of both these proposals could have been to slow down the hook, and hence the unloading, and nullify at least some of the advantages gained by the increase in size. This effect would have been consistent with either of the two explanations of the longshoremen's motivation offered above. The 1930 proposal sheds further light on the matter, and helps isolate one motive as dominant.

Having worked for a year under the agreement to remove load limits, the workers were dissatisfied, and offered proposals directed at the cause of their dissatisfaction. A review of these proposals indicates clearly that the longshoremen's principal concern was that the large load resulted in an excessive burden being placed upon the dock gangs. The longshoremen regarded the truck load weights handled by the dock gangs as too heavy for the men who were pushing or pulling the trucks, and wanted either more men, or a mechanical device, to be used. The union's objection to the increased load was based primarily on the fear that it would increase the work of the men in the dock gang, and subject them to excessively strenuous working conditions. It does not appear that the longshoremen were concerned primarily about the effect of an increase in loads upon the total volume of employment.

The dispute about the weight and size of the load was thus a dispute about alternative conceptions of what constituted a reasonable pace of work. The employers evidently believed it was reasonable to expect the men to do more, while the men believed they were working hard enough under existing circumstances. Subsidiary to, but related to, this main issue in dispute were the employers' efforts to get increased freedom and flexibility in assigning men, and in choosing work practices, and the union's efforts to control the job and to limit managers' freedom to run the jobs as they saw fit. But, inability to resolve the question about the content of a reasonable day's work was the major cause of the ensuing strike.

On October 1, 1931, the disagreements between the longshoremen and the steamship operators and contracting stevedores culminated in a strike. The longshoremen had accepted the terms of the New York contract on wages and overtime rates, but had refused to accept New York conditions regarding night and breakfast meal hours, and pay for

Sundays and holidays. In general, the contract negotiated in New York had not resulted in any improvement in conditions. In fact, it represents a deterioration in both working conditions and wages from the viewpoint of Boston longshoremen, who had conditions superior in many respects to those in New York and other Atlantic ports. Boston longshoremen wanted a continuation of the provisions in the old contract which specified double time for the noon meal hour, double overtime for the night meal hour, and four hours minimum pay when called in to work on Sundays and holidays. The employers insisted upon the Boston longshoremen accepting New York conditions in these matters. There was no mention in the press of the load weight at the time the strike began.⁸

The strike was only partial at first involving the Cunard, American-Hawaiian, Luckenbach, and White Star lines, and throughout the strike relations between the longshoremen and both American-Hawaiian and Luckenbach, the two major inter-coastal and non-contiguous carriers, appeared to be much more strained than between the longshoremen and the lines engaged in foreign commerce. Both American-Hawaiian and Luckenbach used strikebreakers very early. On October 2, seventy-five non-union men were hired to load the *Californian* of the American-Hawaiian Line, and strikebreakers were also hired for work on the *Susan Luckenbach*.⁹ Violent clashes took place between the union men and strike-breaking workers. On October 3, seven men, including four strikebreakers, were injured in a clash on Commonwealth pier. On the same day, it was reported that 200 union men returned to work under some sort of truce, but the truce was short lived, because neither the Luckenbach or Cunard lines had agreed to it.¹⁰ The Luckenbach lines continued refusal to discharge the strikebreakers was a source of considerable agitation to the strikers.

On October 6, the press reported that the union was willing to reduce its demand for double straight time for the noon meal hour to the overtime rate. This early backing down on the meal hour issue indicates that this matter was not as important as the initial newspaper reports implied.¹¹ On October 7, the Port Authority intervened in the dispute by making

⁸ *Ibid.*, October 1, 1931.

⁹ *Ibid.*, October 2, 1931.

¹⁰ *Ibid.*, October 3, 1931.

¹¹ *Ibid.*, October 6, 1931.

recommendations for settlement. These recommendations followed the New York agreement closely. Since the usual practice in other North Atlantic ports was not to limit the load, the Port Authority representatives suggested that the Boston practice of the previous two years be continued with whatever clause was needed to prohibit abuse from overloading.¹²

These proposals were endorsed and presented by Joseph P. Ryan, the International President, to the International Longshoremen's Association in Boston. One thousand members attended a mass meeting and repudiated Ryan, endorsed the local leaders, and expressed their determination to keep the strike going until their demands for a limited load and double time for meal hours were met. Some local members were so incensed with Ryan that they wished to send their charters back.¹³ On October 7, the press reported that the employers had presented two proposals to the longshoremen, both of which were rejected overwhelmingly. One was the New York proposal, and it was to apply to all the lines except American-Hawaiian and Luckenbach. This proposal provided for New York wages, no extra pay for meal hours, a two hour minimum guarantee for Sunday and holidays, unlimited weight for sling loads, an 18-man gang in loading with no minimum gang size when unloading, and freedom for the foremen to shift the gangs from one hatch to another as they saw fit. A separate proposal was submitted for American Hawaiian and Luckenbach which evidently involved even more stringent cutbacks than the New York agreement, since Ryan was not opposed to a walkout against these lines.¹⁴

Despite the discussions about meal-hour rates and Sunday and holiday minimums, the reports in the press indicate that the wage difficulties were smoothed over very early in the strike and that the real obstacle to agreement was the employers' insistence that Boston longshoremen accept New York rules concerning loads and gang sizes,

¹² *Ibid.*, October 7, 1931.

¹³ *Ibid.*, October 8, 1931. In view of the evidence developed in the 1950s and reported by Charles P. Larowe in *Shape-up and Hiring Hall* (1955) that Ryan had been selling out the longshoremen's interests in the Port of New York for over 20 years - it seems possible that Boston longshoremen saw through Mr. Ryan early in the game.

¹⁴ *Ibid.*, October 8, 1931.

and the longshoremen's refusal to do so. The union showed some willingness to compromise on a draft of 1,500 to 1,800 pounds, but the shipping companies took the view that there was no limit elsewhere and the hoisting machinery and equipment did the work. Since longshoremen seem to have been concerned primarily with handling of the cargo on the dock, and only regarded loads of 2,000 or 3,000 pounds as excessive if they had to be pushed or pulled manually on the docks, the difference between the employer and employee positions was not large, and it should have been possible to resolve it by a rational examination of the issue, but such a rational examination was evidently not possible. In a vein reminiscent of similar complaints made during a previous port-wide strike in 1912, the employers complained that there were numerous other written and unwritten rules which were not observed in other ports.¹⁵ These rules, which they believed were the result of arbitrary union control, resulted in heavy stevedoring costs which made Boston non-competitive with other ports. They also complained that there was evidence of bad faith on the part of both the union membership and some union officials in the form of occasional complete disregard for the written agreement and frequent work stoppages on any slight pretext and whim.

The longshoremen showed a great deal of willingness to end the strike and return to work. On October 10, they offered to return to work under the old rule regarding sling loads, and with no work done during meal hours until the issue at dispute was resolved through negotiations. The steamship officials however refused to give any quarter on the points

¹⁵ At the time of the 1912 strike, one prominent steamship company official was quoted in the press as follows:

It is not the money involved, but the fact that if the men win now, the steamship companies will be subjected to intolerable tyranny until forbearance becomes impossible. There is not a steamship company running here that has not been subjected to scores of petty annoyances in the past 12 months. There has hardly been a time, when it was necessary to load and unload a ship quickly in order to have her sail on her schedule that the men have not found that some one of their many complicated rules had been violated, when they would knock off work and we would have to give way in order to clear the ship. If this is the situation now what would it be if we allow the men to beat us in this strike? *Ibid.*, (evening ed.), Jan. 5, 1912.

at issue. They sensed that they had the upper hand and were determined to make the most of it, and they stood firm on their decision to refuse the local men the right to negotiate local port conditions. They insisted that they would only deal with Ryan, who claimed that the International Longshoremen's Association's Wage Conference Committee had the right to accept conditions for every port along the Atlantic Coast. The local men were not happy about Ryan's role in the negotiations. Ryan was very anxious to make a settlement on the basis of the New York agreement, and the only thing that bothered him was the possibility that the employers might use strikebreakers from outside the city. In this event he threatened to call out union men all along the coast. Settlement was also impeded by the operators' insistence that some of the strikebreakers be maintained permanently as insurance for the employers against future work stoppages. The longshoremen, of course, rejected such a proposal. On October 29, the operators offered to employ striking workers, when jobs were available, at the rates at which union men were working at New York, Philadelphia, Baltimore, and Norfolk.

On October 31, 1,500 longshoremen unanimously rejected a final proposal of the employers, submitted through Ryan. In this proposal, the employers maintained their original position on sling loads, gang sizes, meal hours, shifting of gangs, night orders, and elimination of unwritten rules. The employers also insisted that the International Longshoremen's Association locals in Boston subscribe wholeheartedly to the enforcement of the contractual provisions concerning grievance handling. They insisted that a settlement without an enduring peace was valueless, and that continued operation with strikebreakers was infinitely preferable to a situation in which the union would not, or could not, guarantee that the grievance procedure would be utilized.

Efforts to end the strike continued but without success. On November 23, after seven weeks operation with strikebreakers, the agents and stevedores formed the Boston Dock Workers Federation,¹⁶ as a company union dominated by the steamship agents and stevedores, and designed to serve their interests. Although applications for membership were signed by about one thousand strikebreaking dockworkers, the Boston Dock Workers Federation did not survive the end of the strike.

¹⁶ Hiscock, *op. cit.*, p. 160.

At the beginning of December the Boston longshoremen's locals gave in and authorized Ryan to negotiate an agreement. The most difficult problem facing Ryan was the removal of the strikebreakers from the docks. The agreement that was finally reached provided that only International Longshoremen's Association members would be employed, unless the union was unable to furnish men, in which case others could be hired until union men were available. Arbitration of all disputes arising over interpretation was agreed to with the men agreeing to remain at work pending settlement. The new agreement took away from the men many of the conditions which they had had for years. They lost the twenty-one man gang on unlimited loads, and double time for meal hours, and other conditions peculiar to Boston.

By any standards the longshoremen were badly defeated, although they showed remarkable solidarity with not a single man deserting ranks during the strike.¹⁷ Ryan stated after negotiating the agreement that the settlement had "...wiped out the antagonistic spirit that has existed for several years between the wage scale committees on both sides."¹⁸ The subsequent history indicates that Ryan's statement was far from correct. The strike and subsequent settlement intensified the "antagonistic spirit" and made good labor relations even more difficult to achieve in the following years.¹⁹

This account of the dispute between Boston longshoremen and their employers over the weight and size of the sling load underscores how differently those who are doing the work, and those who are paying for the work might assess the reasonableness of the pace of work. In a very difficult economic environment Boston longshoremen were willing to undergo a long, difficult, and ultimately futile strike in an effort to

¹⁷ The Boston International Longshoremen's Association locals may have had some serious internal problems. In 1928 the employers had complained about the shortage of union men. The union locals responded by a wholesale taking in of members. When cargoes fell off in 1930 the locals found themselves with a greatly expanded membership [2,600 members - it had been 1,761 in 1928]. Hiscock, *op. cit.*, p. 170.

¹⁸ *Globe*, December 5, 1931.

¹⁹ For an account of this period see Andrew S. Kariotis and Valfrid E. Palmer, "A Study of the Boston Longshoremen." Unpublished Thesis in Business and Engineering Administration, Massachusetts Institute of Technology, 1954.

preserve a work rule that they believed ensured that the pace of work was reasonable. Longshoremen in other North Atlantic ports worked without the sling load limitations that existed in Boston, and in light of this it would be understandable if Boston employers had regarded the dispute as simply the consequence of the longshoremen's effort to preserve a featherbed. But a careful look at what took place indicates that what was really at issue was the meaning of a fair or reasonable pace of work. Such differences can be a major cause of labor disputes, and a procedure for settling them is an important element of a rational industrial relations system.