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Industrial  
Relations  
in the

(West Coast Collective  
Bargaining Series)

Pacific  
Coast  
Longshore  
Industry

Betty V. H. Schneider  
Abraham Siegel

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**WEST COAST COLLECTIVE BARGAINING SYSTEMS**

**Edited by**

**Clark Kerr and Curtis Aller**

**Institute of Industrial Relations  
University of California, Berkeley**

Industrial Relations  
IN THE  
Pacific Coast  
Longshore Industry

BETTY V. H. SCHNEIDER  
and  
ABRAHAM SIEGEL //

INSTITUTE OF INDUSTRIAL RELATIONS  
UNIVERSITY OF CALIFORNIA, (BERKELEY)  
ARTHUR M. ROSS, DIRECTOR

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## FOREWORD

This is the seventh in a series of short monographs which the Institute of Industrial Relations is publishing on collective bargaining on the Pacific Coast.

This region provides a splendid locale for such a group of studies. It has been familiar with unionism, collective agreements, and industrial conflicts for more than a century. Not only are workers more highly organized than in most other regions, but employer associations are unique, both quantitatively and in the extent of their activities. In some areas, particularly the San Francisco Bay Area, central labor bodies are unusually influential in the conduct of collective bargaining. And as Clark Kerr and Curtis Aller point out in their preface, the West Coast presents a fascinating diversity of industrial and social environments which have placed their stamp on labor-management relations. For these reasons collective bargaining on the West Coast has deservedly attracted national and international interest among practitioners and students.

The editors of the series have had a wide and varied experience in analyzing industrial relations problems on the Pacific Coast and elsewhere. Clark Kerr was Director of the Institute at the time the original plans for the series were formulated. He is now Chancellor of the University of California at Berkeley, as well as a member of the Institute staff. Curtis Aller is also a member of the Institute staff and Lecturer in the School of Business Administration on the Berkeley campus.

Earlier monographs in the series dealt with collective bargaining in the motion picture, construction, nonferrous metals, and lumber industries, as well as with labor relations in agriculture and in the nonfactory sector of the economy. Subsequent mono-

graphs will be concerned with labor relations in the aircraft and Hawaiian sugar industries and with the teamsters union on the West Coast. The authors are drawn principally from the staff of the University of California and other Pacific Coast universities.

Betty V. H. Schneider joined the staff of the Institute as a Graduate Research Economist several years ago, after receiving her doctor's degree at the London School of Economics. She is the author of *The Development of Clerical Trade Unions in the British Civil Service*, which will be published in England later this year. Abraham Siegel is a former Research Assistant at the Institute and is now Instructor in Industrial Relations at the Massachusetts Institute of Technology. He is co-author, with Clark Kerr, of articles on "The Interindustry Propensity to Strike" and on "The Structuring of the Labor Force in Industrial Society," which have recently appeared in the Institute reprint series.

ARTHUR M. ROSS  
*Director*

## PREFACE

The West Coast has a rich and remarkably varied history of collective bargaining despite its youth as a region of economic importance. Its Embarcadero in San Francisco, its streets of Seattle, its logging camps in the Northwest, its motion picture lots in the Los Angeles area, its fisheries in Alaska, its hard rock mines on either side of the Continental Divide, among other locales, have witnessed the development of unique and consequential systems of labor-management relations.

This study of the Pacific Coast Longshore Industry is the seventh in a series of reports being published on individual West Coast bargaining situations. Each report is concerned with a single distinct system, whether it covers an industry, a portion of an industry, a union, or a group of unions. None of the studies purports to be an exhaustive analysis of the total collective bargaining experience of the system under survey. Rather, it is the intention to investigate one or a few central themes in each bargaining relationship—themes which relate to the essence of that relationship. The series will thus constitute a many-sided treatment of collective bargaining, illustrating both its diversity and its complexity.

From 1934 to 1948 conflict on the Pacific Coast waterfront was in the forefront of public consciousness. The colorful personalities of the principal trade union leaders, the militancy of the longshoremen's union, the four major longshore strikes, the many arbitration awards, the frequent "quickie" strikes, and the hostility of each side for the other combined to call attention to the situation. The statistical picture is impressive—more than 300 days of coastwide strikes, 250 arbitration awards that became part of the basic contract, over 20 major port strikes, and approximately 1,300

local "job action" strikes. Then in 1948 the ending of a bitter 95-day strike ushered in an era of relative calm. This "new look" period has been characterized by an absence of major strikes, by a sharp reduction in local disputes, by a rare recourse to arbitration, and by effective collective bargaining between the parties.

It is this problem of war and peace that is the central concern of this study. The protracted period of warfare reflected the parties' inability to resolve basic sovereignty, security, and ideological issues. To each party job control was equated with institutional security, and the battle raged particularly over specifics of this problem—union control of dispatchers, elimination of steady gangs, and sling-load limits. The historical background, the roots of the conflict, the final upheaval, the conditions of the peace, the quality of the peace, and the prospects for the future are all carefully explored by the authors.

CLARK KERR  
CURTIS ALLER  
*Editors*

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## INTRODUCTION

Spaced along the more than 1,300 miles of California, Oregon, and Washington coastline are nearly 30 small seaports and the harbor areas of San Francisco Bay, the Columbia River, Puget Sound, and San Pedro. In 1953 American and foreign steamship lines carried 23,322,568 tons of cargo to and from these Coast ports.<sup>1</sup> A certain proportion of the income resulting from this trade was spread throughout port communities to food suppliers, farmers, ship suppliers, repair yards, oil companies, insurance companies, and terminals. The volume and continuity of shipping also had a significant influence on other local businesses: import-export, drayage, warehousing, hotels, and restaurants. The importance of shipping to the Pacific Coast states cannot be accurately measured in monetary terms, but it has been estimated that a stoppage such as occurred during the strike of 1948 cost the San Francisco Bay Area alone approximately four million dollars a day.<sup>2</sup>

Bridging the gap between land and water in this vast flow of ocean-going commerce is the link in the shipping operation which involves the longshoreman. The current Pacific Coast Longshore Collective Agreement defines longshore work as "all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock, and the direct transfer of cargo from vessel to railroad car or barge, or vice versa. . . ." The men who work cargo are directly employed either by stevedoring companies who contract on a tonnage basis with the vessel, or by the steamship lines which may have their own

<sup>1</sup> Pacific Maritime Association, *The Longshore Wage Review* (San Francisco: 1954), table IV.

<sup>2</sup> San Francisco Bay Area Council, *A Recommended Program for Increasing Labor-Management Cooperation in the San Francisco Bay Area Shipping Industry* (San Francisco: February, 1953), vol. I, p. II-19.

stevedoring division. The transferring operation gave employment to approximately 15,000 Coast Longshoremen in 1954, at a wage cost of \$76,211,654.<sup>3</sup>

Longshoremen and employers of longshoremen are organized into two powerful organizations for the purpose of dealing with one another. The International Longshoremen's and Warehousemen's Union, formerly affiliated with the CIO and now independent, holds almost complete jurisdiction over longshoremen on the Pacific Coast.<sup>4</sup> Waterfront employers are represented collectively by the Pacific Maritime Association, a coastwide organization of stevedoring and steamship companies.<sup>5</sup> Contracts are negotiated between the ILWU and PMA in San Francisco and apply to the entire coast.

The last seven years have not been notably peaceful ones for the Pacific Coast maritime industry. Jurisdictional disputes have continually disrupted operations and offshore unions have called several strikes over economic issues. However, so far as longshore employers and the International Longshoremen's and Warehousemen's Union are concerned these same years represent the least chaotic period in the history of their relationship and the first experience of sustained collective bargaining.

From the first strike of West Coast longshoremen in 1851<sup>6</sup> until the last in 1948, an almost continual struggle took place between longshoremen and their employers. The bitter pre-World War I strikes, the destruction of the old longshore unions in 1919, the company unionism of the 1920's, and the violent strike in 1934 which preceded the formation of the present-day ILWU were but the introduction to a battle which persisted for the following 14 years and found form in industrywide strikes, port lockouts, job

<sup>3</sup> Pacific Maritime Association, *Monthly Research Bulletin*, January 16, 1955.

<sup>4</sup> Until three years ago, the International Longshoremen's Association, formerly AFL and now independent, represented about 700 waterfront workers in the Puget Sound ports of Tacoma, Anacortes, and Port Angeles and a small group of foremen and checkers in Seattle, although longshoremen in this latter port belonged to the ILWU. In 1953, when the ILA was expelled from the AFL, these locals withdrew from the union and joined a newly formed International Longshoremen's Association-AFL.

<sup>5</sup> Until 1949 the two employer groups were organized separately into the Waterfront Employers Association and the Pacific American Shipowners Association. The two organizations often employed the same spokesmen, however, and otherwise worked together closely.

<sup>6</sup> Ira B. Cross, *A History of the Labor Movement in California*, Publications in Economics, vol. 14 (Berkeley: University of California Press, 1935), p. 20.

actions, personal recriminations, and labor-management contact mainly confined to legalistic negotiations and arbitrations. Few industries can match the 1934-1948 record of four coastwide strikes, more than 20 major port strikes, and approximately 1,300 minor local stoppages.<sup>7</sup> Yet just as marked was the transition in 1948: the weapons of both sides were suddenly discarded and a "New Look" became the order of the day.

There is no simple explanation for the particularly unstable situation prior to 1948. Other industries experienced initial periods of great labor-management hostility and were, nevertheless, able to construct successful systems of collective bargaining in something less than 14 years. Longshoremen were at no comparative disadvantage: in 1934, substantial improvements were made in basic wages, overtime rates, hours, fringe benefits, and job security; employers offered stiff resistance to labor gains, but they were brought to accept union representation and the practice of industrywide bargaining on wages and conditions. And yet, though labor was benefiting and management was adapting to the existence of union self-interest during the following years, few of the many changes made were achieved through collective bargaining. Government intervention became the normal method of settling disputes. Over 200 arbitration awards were necessary to implement contract revisions or to interpret clauses. Even these awards were often rejected or ignored by one or both of the parties. It is safe to say that true collective bargaining played little part in the relations between the employers and the union on the Pacific Coast between 1934 and 1948.<sup>8</sup> Seven years have now passed without a serious strike of longshoremen, disputes on the job are less frequent, arbitration is rare, permanent lines of communication are open between the two parties, and more flexible attitudes have replaced the former alternatives of silence and obstruction.

Why has the Pacific Coast longshore industry followed this pattern of protracted conflict and abrupt conversion in labor relations? What clues does its history provide? What key factors

<sup>7</sup> Wytze Gorter and George H. Hildebrand, *The Pacific Coast Maritime Shipping Industry, 1930-1948* (Berkeley and Los Angeles: University of California Press, 1954), vol. II, pp. 342-43; *Labor-Management Relations: West Coast Maritime Industry*, Report of the Joint Committee on Labor-Management Relations, U. S. 80th Congress, 2d Session, Senate Report 986, Part 5 (1948), pp. 15-16.

<sup>8</sup> *Labor-Management Relations: West Coast Maritime Industry*, p. 14.

within the relationship encouraged conflict? What were the environmental influences causing an intensification of this conflict? What changes in the situation brought about the reversal in December 1948 and the subsequent end of conflict? Do these changes appear to be of a permanent nature?

It will not be possible within the compass of the present study to provide definitive answers to these questions. Nor will a detailed history of labor relations in the industry be attempted. But a brief resume of the historical background, together with a more analytical treatment of the period from 1934 on, will suggest at least tentative answers to the questions which have been posed.

### HISTORICAL BACKGROUND, 1853-1947

The modern organization of longshoremen, the ILWU, extends back only to 1933 when it was organized as a part of the International Longshoremen's Association, but the first union of western cargo-handlers was created over 100 years ago.<sup>9</sup> The growth of California following the discovery of gold expanded the importance of San Francisco harbor, and large numbers of persons were attracted to waterfront occupations. In 1853 the Riggers' and Stevedores' Union Association was formed, composed mainly of men highly skilled in the techniques of rigging and loading sailing schooners. The association required an initiation fee of \$100 and rapidly acquired guild characteristics. The unskilled helper, or longshoreman, as he was called, remained unorganized. By the 1880's, the RSUA had become a political power on the waterfront; membership was restricted to a privileged 160 persons, although there were by now approximately 1,500 longshoremen employed in the port. During the same decade two coastwide unions were created by the rapidly increasing group of unskilled cargo-handlers—the Longshore Lumberman's Protective Association and the Steamship Stevedores' Protective Union, which became affiliated with the Knights of Labor in 1887.<sup>10</sup>

Although demands of waterfront workers were vigorously and often violently resisted up to this time, the employers were not organized. However, the year 1886 saw the sudden formation of a

<sup>9</sup> Cross, *op. cit.*, pp. 20, 22.

<sup>10</sup> See R. C. Francis, *A History of Labor on the San Francisco Waterfront* (Ph.D. dissertation, University of California, 1934), pp. 55-58.

militant organization—the Ship Owners' Protective Association of the Pacific Coast—to suppress a strike of the Coast Seamen's Union. Thereafter it was common for such groups to be formed temporarily whenever employers anticipated or experienced resistance to their policies.<sup>11</sup>

The depression of the 1890's was accompanied by an almost complete cessation of union activity for about five years. By 1898 organization was underway again and the longshore unions affiliated with the International Longshoremen's Association. The West Coast associations retained their identity within the ILA and jurisdictional battles were common among the four groups.

In 1901 longshoremen joined with offshore unions, warehousemen, and teamsters in San Francisco to form the City Front Federation. Within a few months a powerful citywide employers' association known as the Employers' Association of San Francisco appeared. The Association collected a war chest, mapped plans for an extended campaign against unionism, and used its influence to coerce employers into not meeting the demands of striking unions.

When the City Front Federation came out on strike in 1901 in support of its draymen affiliates who had been locked out,<sup>12</sup> the employers hired strikebreakers and, with the cooperation of city authorities, fought the strike for two months. The final settlement was favorable to the employers, but the violence used by this side, causing a total of 5 dead and 336 injured during the course of the dispute, turned public opinion so strongly against management that the Union Labor Party, formed during the strike, was able to carry its candidate for mayor into office at the end of the year; the Employers' Association of San Francisco, on the other hand, was forced to disband temporarily.<sup>13</sup>

Longshore unions suffered a bad setback in 1901, but they did not cease to function. Although cooperation between the various parallel organizations continued to be poor, a fairly strong bargaining front was maintained when demands were presented to employers. A number of union hiring halls were in existence, and by

<sup>11</sup> *Violations of Free Speech and Rights of Labor*, Report of the Committee on Education and Labor, U. S. 77th Congress, 2d Session, Senate Report 1150, Part 2 (1942), pp. 79–81; see also, Cross, *op. cit.*, pp. 182–83.

<sup>12</sup> Cross, *ibid.*, p. 242.

<sup>13</sup> *Violations of Free Speech and Rights of Labor*, pp. 82–84; see also, Cross, *op. cit.*, p. 247.

1910 a union scheme for job rotation had been established in Portland.<sup>14</sup> In 1909 the Longshoremen's Union of the Pacific was formed in Portland by representatives of all Pacific longshoremen. Shortly thereafter the LUP was granted complete autonomy within the ILA.

In 1916 longshore and offshore unions in San Francisco again attempted to establish a greater degree of unity and formed the Waterfront Federation. This move provoked an immediate response: shipowners and stevedoring concerns combined in the Waterfront Employers Union, this time to deal exclusively with longshoremen, in the hope that the two groups of unions would be split and weakened.

When the Longshoremen's Union of the Pacific broke its agreement with the employers and struck all ports in June 1916 for shorter hours and a 35 per cent increase in wages, it was decisively defeated. In San Francisco this was partially accomplished by the formation of a Law and Order Committee which was able to raise in a few months over a million dollars to help break the strike. A disruption of internal unity also had its effect. In the middle of the controversy, the old San Francisco Riggers and Stevedores Union, which had taken on some of the characteristics of the Industrial Workers of the World, withdrew from the ILA and the Longshoremen's Union of the Pacific, negotiated separately with the employers, and gained a closed shop, small wage increases, and a list of special penalty rates for handling certain types of cargo. All other locals were eventually forced to return under previous working conditions.<sup>15</sup> In the Puget Sound area employer hiring halls were introduced and cards were issued which allegedly contained information as to whether a longshoreman belonged to the union and had taken part in the 1916 strike. In most cases the "rustling cards" were checked before men were hired and there were reports of widespread discrimination.<sup>16</sup>

<sup>14</sup> *Proceedings*, National Longshoremen's Board, vol. 14 (August 30, 1934), p. 1068. For activities among longshoremen in the Seattle area during this period, see Charles P. Larowe, *Shape-up and Hiring Hall* (Berkeley and Los Angeles: University of California Press, 1955), pp. 87-89.

<sup>15</sup> *Violations of Free Speech and Rights of Labor*, pp. 83-90; Cross, *op. cit.*, pp. 249-50; R. A. Liebes, *Longshore Labor Relations on the Pacific Coast, 1934-1942* (Ph.D. dissertation, University of California, 1942), pp. 36-37.

<sup>16</sup> *Puget Sound Hiring Halls and Rustling Cards Awards*, National Adjustment Commission (December 18, 1917-June 25, 1918), pp. 162-68. The cards were so called because the men had to rustle for work.

During the war period, working conditions in the Seattle and Tacoma areas were governed by a regional panel of the National Adjustment Commission, set up by voluntary agreement between the longshoremen, employers, and government. Wage and hour standards were based on those agreed on in collective bargaining. If negotiations failed, the Commission was empowered to act as arbitrator.<sup>17</sup> Because of weak organization in California, no such panels were established.

*Break-up of the unions, 1919-1922.* By 1919 the rising cost of living had stimulated new unrest. The San Francisco Riggers and Stevedores Union, now dominated by members of the IWW, demanded a union share in dividends, higher wages, increased gangs, and decreased sling loads. When the Waterfront Employers Union offered only a wage increase, the RSUA repeated its 1916 performance, broke from the ranks of the Waterfront Workers Federation, and struck. The employers took this opportunity to avoid further negotiations with the union. In the middle of the strike a dual union was set up by gang bosses. The following day, the employers announced they had signed a five-year contract with a new Longshoremen's Association of San Francisco. The agreement guaranteed an open shop and set slightly lower rates than had prevailed before. Subsequently, membership in the Longshoremen's Association was made compulsory by the shipowners and stevedores.<sup>18</sup>

In desperation the RSUA reaffiliated with the International Longshoremen's Association and agreed to work for lower wages. However, discrimination against RSUA members was so great that by 1920 the union had to instruct its members to work wherever wages and conditions were suitable. Representation was maintained in the Labor Council until 1927, but for all practical purposes the RSUA, the oldest union on the San Francisco waterfront, passed out of existence in 1920. The situation was no better elsewhere on the coast; the ILA had lost almost all of its power, as had the Sailors' Union of the Pacific. By 1922 all West Coast

<sup>17</sup> *Report of the Executive Secretary*, National Adjustment Commission (January 1, 1919-June 30, 1920), p. 2.

<sup>18</sup> *Violations of Free Speech and Rights of Labor*, pp. 90-91; San Francisco Bay Area Council, *op. cit.*, vol. II, pp. III-7, 8; Francis, *op. cit.*, pp. 16, 174; *Proceedings*, National Longshoremen's Board, Vol. 2 (August 10, 1934), pp. 68, 76-84.

ports except Tacoma were being operated on an open shop basis. Thereafter, until 1934, no independent unions of longshoremen were recognized for the purpose of collective bargaining.

Weakened by factionalism, the longshore unions were highly vulnerable to intensified employer opposition after World War I. Citywide, all-inclusive employers' associations, formed to crush unionism, had been popular in San Francisco for some 30 years. Usually these organizations found themselves in conflict with waterfront unions, the most powerful of which were also centered in San Francisco. The explanation for this situation seems to lie in the strategic importance of San Francisco as a distribution center. The economic life of the community depends on keeping the port open. It is one of the most important world ports, the gateway to Hawaii, the terminal point for the produce carried on the Sacramento and San Joaquin rivers, and the hub of agricultural regions which contain 79 per cent of the tillable land of California.<sup>19</sup> At the same time, the casual nature of longshore employment encouraged exploitation which, in turn, stimulated discontent and an aggressive type of unionism. The clash of these separate interests, intensified by the trade slump after World War I, resulted in the complete defeat of the longshore unions.

In 1921, the Industrial Association of San Francisco, an outgrowth of the Law and Order Committee of 1916, was formed and launched an open shop drive patterned after the NAM's "American Plan" which was then sweeping the country. The attention of the Association was primarily directed to the strongly entrenched building trades unions. However, its principal objective was the destruction of all unionism in San Francisco. Huge war chests earmarked for use in strike-breaking and importation of open shop workers ensured the defeat of any attempts by waterfront workers to reorganize.<sup>20</sup>

Another development in 1921 was the introduction in Seattle of a company-controlled hiring hall. The hall maintained a central registration list of all men eligible to work on the Seattle waterfront. Within the list each employer was free to select such men as he wished for steady work. The balance made up a reserve pool available for the peak needs of the port, but was limited to a num-

<sup>19</sup> *Violations of Free Speech and Rights of Labor*, pp. 72-73.

<sup>20</sup> *Ibid.*, pp. 91-98.

ber to which the industry could offer reasonably full employment. The Seattle decasualization scheme, worked out by Frank P. Foisie, later president of the Waterfront Employers Association of the Pacific Coast, resulted in a more stable workforce to which steady work was available. Similar schemes were instituted in Los Angeles in 1922 and in Portland in 1923. However, the employers' halls were also used by the employers to combat the growth of unionism and to maintain the open shop.<sup>21</sup>

*Conditions, 1919-1933.* The decasualization programs which followed the final defeat of the unions did not spread to San Francisco. Employment conditions, which had never been ideal, were allowed to deteriorate during the life of the employer-dominated Longshoremen's Association, the so-called "Blue Book" union.<sup>22</sup> Until 1933, when a rebirth of independent unionism occurred, men were hired through the shape-up, a process whereby gang bosses chose longshoremen from a daily morning lineup of men at a central dock location. Those who were not chosen and who still wanted to work were obliged to congregate, and to remain, at the various docks throughout the day, in order to be on hand should any additional jobs turn up. Bribery of employers' hiring agents was common and, inevitably, a system of favoritism developed.

Conditions on the job were uncontrolled. The speed-up was practiced in order to reduce overtime. According to a union statement made in 1936, under the old system a longshoreman was often expected to run back for his next load.<sup>23</sup> Competition between gangs was encouraged with the result that the men complained of an increase in accidents and deaths. Men were known to work from 24 to 36 hours if a special job presented the opportunity. The men were divided into two general groups—star gangs and casuals. Star gangs, which represented only about one-fourth of the labor force, were given preferential employment and had relatively steady work, but in order to maintain their position they were expected to keep up a rapid and consistent pace and to work as many consecutive hours as any job might require.<sup>24</sup>

Although most employers required that their longshoremen

<sup>21</sup> *Labor-Management Relations: West Coast Maritime Industry*, pp. 6, 36-37.

<sup>22</sup> So named because the membership books were blue.

<sup>23</sup> International Longshoremen's Association #38-79, *The Maritime Crisis* (1936), p. 11.

<sup>24</sup> *Proceedings*, National Longshoremen's Board, vol. 3 (August 13, 1934).

be paid-up members of the Blue Book union, few benefits other than the right to work if a man could find a job were derived from the union. Apparently the union's main functions were the collection of money and the payment of funeral benefits. Even during the years 1930-1932 when work on the waterfront decreased markedly, no unemployment benefits were paid from the surplus which the union maintained.<sup>25</sup> The degree of employer control of the union is evidenced by the fact that J. B. Bryan who later became president of the Pacific American Shipowners Association was president of the Longshoremen's Association throughout its life.

Conditions from the longshoremen's point of view were summarized by Harry Bridges, now president of the ILWU, in 1934:

"Men have dropped dead from exhaustion. Stevedores are paid by the hour. Every minute is checked on him. Every minute counts. From the time you go to work in the morning until evening you are driven like a slave. If you try to get yourself insured every company will refuse you. Physical strain is too much. Life is too uncertain. You have no chance of living as long as people of other walks of life. Speed-up production—the loads that we have to sling out of the ships make it too dangerous. And all these evils center around one thing—fear of losing your job."<sup>26</sup>

The employer-backed union, however, attributed the drawbacks of the job to the economic condition of the industry rather than to any disregard for the welfare of the worker:

"While all have suffered from the depression, employers as well as workers, the Blue Book contract as it now stands is better in wages and working conditions than any other agreement now in existence for longshoremen."<sup>27</sup>

This more favorable view was also taken by the employers. Thomas G. Plant, speaking for the employers in 1934, stated:

"On the whole, during this period of fourteen years, a satisfactory employment condition for longshoremen existed. During that period there were no disagreements and no strikes. On the contrary, there was a high degree of efficiency, and the men, generally speaking, were satisfied."<sup>28</sup>

<sup>25</sup> Francis, *op. cit.*, p. 187.

<sup>26</sup> *Western Worker*, July 2, 1934, p. 6.

<sup>27</sup> Longshoremen's Association of San Francisco, *To the Longshoremen of San Francisco and the Bay District* (San Francisco: no date).

<sup>28</sup> Thomas G. Plant, *The Pacific Coast Longshoremen's Strike of 1934*, from a statement before the National Longshoremen's Board (San Francisco: Waterfront Employers Union, July 11, 1934), p. 6.

*Rebirth of unionism.* The sudden growth of unionism in 1933 and the violent release of feelings in the strike of 1934 pointed up the real truth in the situation. Complaints amassed from 1919 to 1934 covered almost every aspect of the longshoremen's job: grievances regarding working conditions—the speed-up, bigger loads and smaller gangs, frequent accidents, split and multiple shifts without standby pay, excessively long work periods, lack of complaint settlement machinery; and those grievances centering about the method of hiring—the underemployment, the caste system erected by favored gangs, the low earnings of the casuals, the long and often fruitless waiting at the piers, the “crimps” and “loan-sharks,” the petty briberies.

The National Industrial Recovery Act marked the beginning of a new period. The statute provided for the creation of “self-governing industry codes” covering prices, wages, hours, and working conditions, and also proclaimed the right of employees to bargain collectively, without discrimination against such activity.

The possibilities in a protected right to bargain collectively were soon evident to waterfront workers. The International Longshoremen's Association moved back into Pacific Coast ports and met with immediate success. In October 1933, 400 members of the ILA struck the Matson Navigation Company in San Francisco, asserting that union workers had been discriminated against. When the National Labor Board ordered the company to recognize the union and cease discrimination, a death blow was dealt to the Blue Book union.<sup>29</sup>

In February 1934, Pacific Coast locals of the ILA held a convention and formulated demands. Primary goals were a uniform coastwide agreement and union-controlled hiring halls. The adopted program also included a six-hour day, thirty-hour week, minimum wage rates of \$1.00 an hour, and time-and-a-half for overtime.

The employers were adamant in their opposition, objecting first of all that the ILA was not representative. San Francisco employers then announced that a coastwide agreement was impossible due to the separate organization of each port; they also refused to establish codes of fair employment under the provisions of the NRA, claiming, “Compliance with the spirit of the Recovery

<sup>29</sup> Cross, *op. cit.*, p. 255.

Act by the employers led them to raise wages and reduce hours voluntarily. . . .<sup>780</sup> The demand for a union-controlled hiring hall met the most bitter resistance. Testifying for the employers before the National Longshoremen's Board, Herman Phleger said:

"The men seem to forget that employment is afforded by the efforts of the employers, who have their capital at risk, and to deprive them of the right of management involved in the selection of employees, is to attack a fundamental right without which business cannot exist."<sup>781</sup>

*Waterfront and general strike, 1934.* Eventually certain concessions, such as recognition, were made by the employers; however, it was impossible to break the deadlock on a coastwide agreement and a union-controlled hiring hall. On March 7, 1934, all coast locals approved a strike for March 23. The stoppage was delayed at the request of President Roosevelt who, on March 22, appointed a fact-finding board to investigate the dispute and make recommendations regarding a settlement. Mediation failed when no compromise could be reached between the two parties, and on May 9 the longshoremen struck. Between May 16 and May 20 the offshore maritime unions joined the strike, demanding recognition and collective bargaining rights.

Immediately after the coastwide stoppage commenced, stevedoring companies attempted to maintain operations by hiring strikebreakers. More than 1,000 were put to work in San Francisco, and an even larger number in San Pedro. On May 15, 300 strikers stormed a stockade at San Pedro; one man was killed and six were wounded by gunfire. Two days later, six strikebreakers were seriously beaten in San Francisco; again on May 28 a clash between strikers and police resulted in seven injured persons.<sup>82</sup> Gradually San Francisco became the center of activity as the ILA concentrated its energies on what it believed to be the most crucial coastal area.<sup>83</sup>

The arrival in San Francisco of Joseph P. Ryan, national president of the ILA, on May 24 did nothing to ease the situation. With

<sup>80</sup> Plant, *op. cit.*, p. 3.

<sup>81</sup> *Proceedings*, National Longshoremen's Board, vol. 28 (September 25, 1934), p. 2415.

<sup>82</sup> Cross, *op. cit.*, p. 256.

<sup>83</sup> *San Francisco Chronicle*, May 11, 1934, p. 6: In a message to the strike committee, ILA District President William J. Lewis said that picketing activities would be concentrated in San Francisco in the belief that crippling of shipping in that port would seriously affect the entire coast.

the help of certain local officers Ryan succeeded in drawing up a compromise agreement with the employers, but the proposals were turned down flatly by the coast rank-and-file whose spokesman accused the national leader of making a side deal with the employers, of cutting the membership short on their legitimate demands, and of disregarding the interest of other maritime unions who were pledged to a joint settlement. Following this incident, the San Francisco ILA executive board and the Joint Strike Committee of maritime unions assumed full control.<sup>84</sup>

The united maritime labor front was matched by the employers. The complete shutdown in San Francisco had caused a considerable diversion of cargo to Los Angeles where the proximity of railroads to the docks had allowed unloading to take place in spite of picketing. Apprehensive of the possible long-run effects of this shift to the south, the San Francisco Chamber of Commerce called on the anti-union Industrial Association to support waterfront employers in their efforts to open the docks. The Association proceeded to rent warehouses and purchase and hire trucks and other equipment.<sup>85</sup>

On July 3 the Industrial Association began moving cargo from Pier 38 in an attempt to break the strike, having been guaranteed police protection by the city's mayor. Goods were transported as far as the warehouses, but effective mass picketing prevented any further movement. Large-scale violence broke out—trucks were dumped and burned, goods were thrown in the streets, police and pickets clashed.

On July 5 the battle broke out again. Thousands of pickets were drawn up along the waterfront. As the police drove the strikers up Rincon Hill, bricks were exchanged with tear gas. Intense fighting took place in front of the ILA hall; two inspectors of police, apparently frightened by the mood of the crowd, fired, killing two bystanders—a striking longshoreman and a marine cook. Hundreds of other persons were injured the same day.<sup>86</sup>

<sup>84</sup> Cross, *loc. cit.*; Paul Eliel, *The Waterfront and General Strikes* (San Francisco: Industrial Association, 1934), pp. 31-45, 70-71. For a recent interpretation of the events of 1934 from the ILWU point of view, see Mike Quin, *The Big Strike* (Olema, California: Olema Publishing Co., 1948).

<sup>85</sup> Cross, *op. cit.*, p. 257.

<sup>86</sup> Paul S. Taylor and Norman Leon Gold, "San Francisco and the General Strike," *Survey Graphic*, XXIII (September, 1934); George P. Hedley, *The Strike As I Have Seen It*, an address before the Church Council for Social Education, Berkeley, July 19, 1934; Cross, *loc. cit.*

That night Governor Frank F. Merriam called out the National Guard to preserve order and protect state property (the entire waterfront, including the docks and the Belt Line Railroad). The arrival of the militia was countered when Harry Bridges, a longshoreman who had moved during the strike from obscurity to the chairmanship of the Joint Marine Strike Committee, issued a call for a general strike.<sup>87</sup>

The Battle of Rincon Hill, or Bloody Thursday, as it is still known and commemorated by longshoremen today, was followed on July 9 by an extended funeral parade through the streets of San Francisco. Observed by tens of thousands of people, the procession had an immense emotional effect and contributed to a considerable shift of sentiment to the side of the strikers. The array of force aligned against the men was a powerful mover. When the powerful Teamsters of San Francisco and Alameda counties, against the advice of their leadership, voted to strike on July 12 if no progress had been made in the waterfront situation, union after union followed suit. On July 15 the San Francisco Labor Council passed a resolution calling for general action to start the following morning. The most widespread strike in United States history was underway.

The employers, who had, up to now, refused to consider arbitration, offered to arbitrate all issues with the longshoremen and to bargain with the offshore unions. The longshoremen refused to arbitrate control of the hiring hall and declared they would not settle until the sea-going unions gained a satisfactory settlement. The general strike proceeded and spread throughout the Bay Area.

*Strike settlement.* In the meantime, the mediatory National Longshoremen's Board, which had been appointed by the President in May (the Most Rev. Edward J. Hanna, O. K. Cushing, Edward McGrady), continued to work for a way out of the deadlock. Almost simultaneously the NLB and the General Strike Committee of the San Francisco Labor Council urged arbitration of all issues by all unions and employers party to the original dispute. On July 19 the general strike was called off by the Labor Council on condition that the waterfront employers and shipowners accept the arbitration proposal. Two days later the employers agreed to arbitrate unresolved issues involving the offshore crafts, provided the ILA was willing to arbitrate all issues, including the union

<sup>87</sup> Eliel, *op. cit.*, pp. 108-28.

shop and the hiring hall. To this the longshoremen and offshore workers agreed on July 29 and 30, respectively. Pending final settlement, the Waterfront Employers Unions of San Francisco, Los Angeles, Portland, and Seattle and the shipping companies agreed to discharge all strikebreakers, to abstain from discriminating against strikers, to make wage adjustments retroactive to the date the men returned to work, and to allow the arbitration board to supervise existing hiring halls. On this basis maritime workers returned to their jobs on July 31.<sup>88</sup>

The National Longshoremen's Board, which was converted to a board of arbitration by request of both parties, handed down its award on October 12, 1934. Longshoremen gained a substantial victory. Increases in base rates of pay and provision for penalty cargo rates were granted; a 30-hour week was established; a jointly operated hiring hall was to be set up in each of the ports, but the dispatcher was to be selected by the ILA; and, lastly, the settlement was coastwide in effect, uniform and binding upon the principal ports of the Pacific Coast. Joint control of hiring halls was vested in Labor Relations Committees to be established by the parties in each port and to be composed of three representatives from each side; the committees were further empowered to decide all grievances and disputes relating to working conditions. In the event of deadlocks, such disputes were to be referred to an arbitrator designated by the Secretary of Labor.<sup>89</sup> The offshore crafts were obliged to settle for less. Special arbitration boards awarded preferential hiring to sailors, cooks, and firemen, but no jointly controlled hiring halls or rotation systems. Licensed officers' unions did not even gain recognition.

Thus, the complete power Pacific Coast employers had had in regard to the longshore labor force was gone. The ILA now represented the interests of longshoremen from a position of strength. All-important control over the job was, in effect, handed to the union by the dispatcher clause. Coastwide labor unity, unattainable since the 1916 defeat, was achieved and maintained, effectively destroying employer opportunities to play one section of workers off against another.

<sup>88</sup> *Ibid.*, pp. 162, 166, 172, 179.

<sup>89</sup> Parties to the NLB arbitration were the ILA-Pacific Coast District and the Waterfront Employers Unions of San Francisco, Seattle, Portland, and Los Angeles.

*The union hiring hall.* The hiring hall system established in 1934 has remained basically unchanged to the present time, although certain ports have somewhat different local practices or conditions. In each port there is a list of registered longshoremen who are eligible for work and who are dispatched in rotation. The list can be expanded or reduced only by the joint consent of the union and the employers. Registered longshoremen, under dispatching rules, are entitled to an equal share of all available work in the port; ability, performance, or experience are not taken into consideration in assignment. Employer members of the joint committees can block admission of an incompetent man to the registered list, but the union can veto the name of a non-union man. The result has been that, with the exception of the war years when manpower was short, no one who is not a union member has obtained registration since 1934.<sup>40</sup> It must be added, however, that the decline in trade after 1945 has meant that most port registration lists have not been opened for the last 10 years. In the event of a shortage of labor, nonregistered, perhaps non-ILWU, men are dispatched on a one-day-only basis.

The control which the union gained over hiring in 1934 was not passively accepted by the employers. Repeated attempts were made over the following years to regain this lost prerogative, particularly as the union sought to extend its influence over the job through such devices as assuming the discipline function, supplanting the authority of gang bosses with that of union stewards, organizing supervisors and foremen, and forcing the elimination of steady gangs (retained in San Francisco until 1939). A continual battle was waged by employers to achieve the joint control envisaged by the 1934 arbitration award or, if this was not possible, at least to contain the union within the territory it had captured in 1934.

*Areas of conflict.* The longshore union was not content to rest on its 1934 gains, however. As the fight to secure power over all facets of hiring went on, another started with employers over how work was to be performed. The number of men in a gang, the weight of sling loads, safety precautions, and other aspects of the production process were of vital importance to men who had ex-

<sup>40</sup> *Labor-Management Relations: West Coast Maritime Industry*, p. 38. For a detailed description of the operation of the hiring hall in Seattle, see Larrowe, *op. cit.*, Chapter 5.

perienced the uncontrolled speed-ups of pre-1934 days. At the same time, the employers felt that the standards which were set could be of crucial importance to the economic survival of the industry.

In this area a new method of exerting pressure and squeezing concessions from reluctant employers was developed—the job action, or single job stoppage. Where negotiation or arbitration did not produce results, widespread use of the “quickie” strike was found to be a particularly effective weapon in the shipping industry:

“Port time is costly time. Charges pile up and no revenue is being earned. A quick turnaround is often the necessary condition of a profitable operation. The tendency in face of a ‘quickie’ is to settle and get the ship moving. . . . The ‘quickies’ penalized the employer heavily in higher costs and the prospect of lost business due to the uncertainty of maritime transportation. The ‘quickie’ was a weapon almost cost-free in the eyes of the men but wickedly effective in the eyes of the employers.”<sup>41</sup>

Within three days after the NLR arbitration award was handed down in 1934, the Waterfront Employers Union was charging the union with contract violation because of job actions. The union claimed the job actions were spontaneous on the part of the men, mainly protests against attempts to employ non-union labor.

But such charges continued, as did the “quickies,” with regularity during the next 14 years. The most frequent use of job actions probably occurred in the mid-thirties over the weight of sling-loads. But anything from alleged violation of work rules to jurisdictional disputes among a particular ship’s crew was sufficient reason for a “quickie.”

*Maritime unity.* Remembering the success of their unified action in 1934, all maritime crafts<sup>42</sup> on the Pacific Coast formed the Maritime Federation of the Pacific in April 1935 for the purpose of facilitating industrywide union cooperation. Job action was announced as standard policy.<sup>43</sup>

One month later the separate employer port associations be-

<sup>41</sup> Clark Kerr and Lloyd Fisher, “Conflict on the Waterfront,” *Atlantic Monthly*, 184 (September, 1949), 18.

<sup>42</sup> Longshoremen and affiliated shore workers, sailors, firemen, cooks and stewards, masters, mates, pilots, engineers, and radio telegraphers.

<sup>43</sup> Robert J. Lampman, “The Rise and Fall of the Maritime Federation of the Pacific, 1935–1941,” *Proceedings of the 25th Annual Conference of the Pacific Coast Economic Association* at Corvallis, Oregon, September 7–8, 1950.

gan to think in terms of some sort of permanent central organization of their own. Frank P. Foisie of Seattle was given the task of coordinating the activities of the four regional bodies. With the approach of contract termination in 1936, employers appointed a Coast Committee to act on behalf of all employers in negotiations with the coast negotiating committee of the unions. In the same year, Harry Bridges became district president of the ILA-Pacific Coast section and Harry Lundeberg assumed control of the Sailors' Union of the Pacific.

Both the longshoremen and the employers entered negotiations with lengthy lists of proposed modifications. Deadlock was reached almost immediately and the parties even had some difficulty agreeing on when, in fact, their existing agreement terminated. All crafts struck on October 29, 1936, under the leadership of the Maritime Federation of the Pacific. The main issue was job control: offshore crafts had yet to secure union-controlled hiring halls and the longshoremen were out to gain a preferential hiring clause, which would be more positive protection to union status than the existing arrangement. With regard to the longshoremen, the employers asked for "neutral" dispatchers and joint control of the hiring hall, which they asserted was intended under the 1934 award.

The 97-day strike of 1936 proved to be comparatively uneventful. No attempt was made by the employers to move cargo or ships; both sides settled down for a long wait. Labor unity was badly tried in December when Lundeberg entered into separate negotiations with the shipowners. However, in spite of an ever-widening breach between Lundeberg and Bridges, the MFP managed to see the strike through without breaking up. Although the SUP had won almost all its demands, Lundeberg agreed to hold out until the other crafts had settled.

Meanwhile, the longshoremen and the new coast employers' committee were having trouble; government intervention was finally necessary to bring the two parties together. Through conciliation, negotiation was recommenced and the strike was brought to a close on February 4, 1937. Sailors, cooks, and firemen won union hiring halls and rotation. Mates, engineers, and radio operators had to settle for recognition of their respective unions for the purposes of collective bargaining. Longshoremen retained all 1934

gains in the face of stiff employer opposition and added a preferential hiring clause; the employers, in turn, obtained a guarantee that disputes on the job would be settled without stoppages.

The addition of a preferential hiring clause to the longshore contract led to no real change in practical operation; union control of the hiring hall effectively guaranteed that only union men would be employed on the waterfront. What the concession did represent was a basic shift in employer policy: by accepting preferential hiring the employers finally recognized and accepted the principle of unionism as a permanent part of labor-management relations. In a speech on May 21, 1937, Almon E. Roth, president of the newly formed, coastwide Waterfront Employers Association, stated:

"Most of our present labor troubles throughout the United States involve . . . acceptance of the principle of collective bargaining and the determination of the proper agency to represent the employees. So far as the maritime industry on the Pacific Coast is concerned, these two troublesome issues have been settled and we now are well embarked on a program of collective bargaining with fully recognized labor organizations."<sup>4</sup>

Also of importance was a supplementary agreement dealing with sling-load limits for various commodities. Through previous job actions the union had managed to gain a reduction of most load limits in San Francisco. Negotiations in 1937 finally produced a schedule of maximum limits which were applied on a coastwide basis.

Once longshore employers had set up the Waterfront Employers Association of the Pacific Coast for the purpose of negotiating, administering longshore contracts, and formulating policies for the stevedore groups, organization of management was complete. For, a year earlier, shipowners had come together in the Pacific American Shipowners Association in order to deal with offshore unions. But centralization on both sides was no sooner accomplished than the united front of the unions, the Maritime Federation of the Pacific, began to crack. Conflict between Bridges and Lundeborg over policy increased throughout 1937, and in June 1938 the SUP withdrew from the Federation, leaving the Bridges group in control.

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<sup>4</sup> Almon E. Roth, *The Outlook for Peace in the Pacific Coast Maritime Industry*, speech at the National Maritime Day Luncheon (San Francisco: May 21, 1937), pp. 3-4.

The breach between sailors and longshoremen was also widened by the affiliation of the ILA-Pacific Coast with the CIO in 1937, and the emergence of the present-day International Longshoremen's and Warehousemen's Union. Subsequent jurisdictional threats by the ILWU-CIO caused the Sailors' Union to rejoin the AFL, from which it had been separated in 1935, and helped create distrust between the two organizations.

*ILWU-WEA relations, 1937-1941.* While the events of 1936 and 1937 brought an end to cooperation among coast maritime unions, they also led to the formation of the Waterfront Employers Association, and, thereby, simplified the relationship between stevedores and longshoremen. Two powerful and well-organized groups had emerged from the industry, each with a respect for the other's strength and an apparent recognition of the legitimate existence of the other. But hopes that energies might now be directed toward building a positive relationship were soon disappointed.

The affiliation of the ILWU to the CIO in 1937 immediately raised questions as to the coverage of the previous contract negotiated by the union under the name of the ILA. The situation was complicated further by the decision of longshoremen in four small Puget Sound ports to remain with the ILA. These groups and certain individuals in various other ports had ILA and AFL support and succeeded in bringing into court the question of contract rights and union treasuries. The WEA, fearing an ILA suit if the ILWU was supported as the coast bargaining representative, refused to recognize the ILWU for nearly a year after the membership had voted to affiliate with the CIO. The employers' position before the NLRB was that the appropriate unit for collective bargaining should be the men in the employ of each employer in each port.

On June 21, 1938, the NLRB found that the entire Pacific Coast was the appropriate collective bargaining unit, and that the ILWU was the exclusive representative of the longshoremen and entitled to administer the existing contract. Subsequently, the ILWU and the WEA entered into an agreement substituting the name of the ILWU for the ILA. An exception was made for the four Puget Sound ports where ILA rights were recognized.

The WEA's delay in recognizing the new ILWU-CIO, even though the employers claimed they wished to maintain neutrality

in the dispute,<sup>45</sup> was unfortunately timed from the point of view of developing a workable peace in the industry. To the ILWU, the hesitancy indicated that the employers were still reluctant to accept representative unionism gracefully and were susceptible to any opportunity which might lead to a break-up of coastwide unionism. At any rate, this interpretation served as excellent material for closing the ranks of the ILWU and did little to reduce the tension between employers and union.

The 1938 contract was negotiated without mishap, the first completed without a prior stoppage of work. Apparently neither party was anxious to engage in battle so soon after the lengthy strike of 1936–1937. The only substantial changes in the agreement were the creation of the office of Coast Arbitrator and a provision that the Joint Labor Relations Committees or the Arbitrator could impose specified penalties for pilfering and drunkenness.

By 1939 the union was prepared to hold out for higher wages and improved conditions. For 15 months of negotiations—suspended only during a 53-day strike of ILWU clerks and checkers in San Francisco—the WEA maintained that it would accord no further concessions and make no improvement in wages or working conditions until the union gave assurances that the illegal job stoppages, which were still going on, would cease and that production would be returned to a reasonable level of efficiency. The WEA claimed that the work done per man per hour had gone down, while average hourly earnings had gone up. The ILWU merely pointed out that accusations of decreased efficiency could not be substantiated, and that there had been no change in the basic scale since 1934.

The industry continued to operate on a day-to-day basis, and final agreement was reached in November 1940 with the assistance of the Maritime Labor Board acting as mediator. In the new contract “quickie” strikes were proscribed, members of the union as apart from the union itself were pledged not to interfere with technological improvements, and the Coast Labor Relations Committee was directed to study means for achieving “reasonable compliance” with the terms of the agreements and the “restoration of reasonable efficiency.” Future wage increases were to be contingent upon union fulfillment of the latter proviso. It was agreed

<sup>45</sup> *Proceedings*, National Labor Relations Board, vol. 18 (June 21, 1938), p. 2314.

that efficiency comparisons would not be made with years before January 1, 1935.

Employers granted a first wage increase under the efficiency provision in February 1941. During a subsequent wage review in August 1941 management refused demands for higher wages, partly on the ground that owing to continued inefficiency of longshoremen no raise was justified. Extensive arbitration proceedings followed in which the employers presented statistics purporting to demonstrate the decline in productivity over the years and the union's failure to restore reasonable efficiency.<sup>45</sup> The ILWU attacked the validity of the study, carried out by the accountancy firm of Price, Waterhouse, and Co., and claimed once again that reasonable efficiency was being provided.<sup>47</sup>

An increase was awarded by Arbitrator Wayne L. Morse, who stated that the diversity of methods used in collecting the productivity data created grave doubt as to the value of the study. Mr. Morse went on to say, however, that, on the basis of his experience in the industry, there was merit in the employers' contention that longshoremen had not fully performed their work efficiency obligations under their collective bargaining contract.<sup>48</sup>

*The war period.* There was considerably less friction between the parties under the 1940 contract which, aside from wage reviews, remained in effect until the end of September 1944. Following the attack of Germany on Russia in late June 1941, the ILWU adopted an "all out for the war effort" policy which was expanded after Pearl Harbor to include a no-strike pledge, proposals for increasing productivity, and a scheme for a jointly controlled Pacific Coast Maritime Industry Board, which was subsequently accepted by the employers.

But by 1944, longshore productivity was once more an issue. Demands for increased wages were rejected on the basis of a continuing decline in productivity and the WEA suggested several contractual changes aimed at reversing the alleged downward trend. Another familiar issue also cropped up—job control. Though employers now claimed they had no objection to a union dis-

<sup>45</sup> *In re International Longshoremen's and Warehousemen's Union and Waterfront Employers Association*, Involving Union's Demand for Increase in Wages under Wage Adjustment Provision of Section 12 of Basic Agreement of December 20, 1940, Employers' Brief (1941).

<sup>47</sup> *Ibid.*, Evidence, Vol. II, p. 80.

<sup>48</sup> Award, January 31, 1942.

patcher, there were complaints that yearly turnover of dispatchers resulted in inefficient administration; a request was made for selection of dispatchers by the Joint Port Committees or by an arbitrator.

Collective bargaining failed again and the dispute was referred to the War Labor Board. In a directive order dated August 18, 1945, the Board amended the 1944 contract and directed wage increases and other monetary concessions. It also ordered revisions which included a paid vacation plan and modifications in the grievance and discipline procedures. WEA requests for a change in the method of selecting hiring hall dispatchers and restoration of steady gangs were denied.

The entire problem of productivity and efficiency was gone into in considerable detail during the WLB hearings. The positions of the ILWU and WEA remained much the same as in previous years. But, at the request of the Panel, the Army and War Shipping Administration supplied statistical information on loading operations at various ports during 1944. The Panel was obliged to conclude that no satisfactory measure of comparison emerged from the new data. This decision agreed with the Army's own opinion of the value of its statistics:

"Many of the controlling factors such as seasonal changes, types of pier facilities, method of operation according to local established practices, availability of experienced labor, type and stowage factor of cargo, etc., reflect in the over-all production but cannot be individually measured. It is therefore impossible to actually arrive at a true comparison."<sup>49</sup>

*Increase in conflict, 1945-1947.* The events of 1945 and 1946 probably have no equal in Pacific Coast maritime labor history for complexity. The end of the war released unions from the obligation of maintaining moderation in wage demands; inflationary pressures, held down during the war by governmental controls, broke through and resulted in a swift upward adjustment of wages and prices. Each maritime union was forced to keep up with, or to better, the raises gained by other unions in the industry. The result was further breakdowns in collective bargaining procedures and

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<sup>49</sup> *In re Waterfront Employers Association and International Longshoremen's and Warehousemen's Union*, Report and Recommendation of the Chairman, National War Labor Board, Case No. 111-11744-D, May 25, 1945.

an intensification of the strike and inter-union jurisdiction problems.<sup>60</sup>

Before the War Labor Board gave its decision on the 1944 ILWU-WEA contract in August 1945, the longshore union served notice of its desire to open negotiations for 1945-1946. A demand was made for \$1.75 an hour straight time, a 60-cents-an-hour increase. Later the demand was reduced to \$1.50 an hour, following an arbitration award of this amount to New York longshoremen. Negotiations proceeded for six months without results. Employers offered an 18-cents-an-hour increase and insisted on making it conditional upon restoration of productive efficiency. A new employer attempt to put an end to job stoppages came in the form of a demand that the agreement contain a provision empowering the arbitrator or impartial chairman to award compensatory damages for breach of contract by union or employers.

In January 1946 the ILWU began strike preparations by calling a meeting to which it invited six other maritime unions.<sup>61</sup> Representatives of the seven organizations met in Washington on February 6 and recommended the establishment of one national maritime union. There followed the formation of the Committee for Maritime Unity (CMU), an organization designed to negotiate with all employers on a national basis and authorized to call nationwide strikes. The Sailors' Union of the Pacific was not invited to participate in this unity action, although the National Maritime Union-CIO was.

Meanwhile, negotiations between the ILWU and WEA had been suspended by the employers in protest over illegal strikes in Washington and Oregon and the ILWU membership had approved by a 93 per cent majority vote a recommendation of their leaders for a coastwide strike on or before April 1. Negotiations were resumed in March and were again deadlocked, the WEA having revived an old set of productivity and contract compliance

<sup>60</sup> For more complete information on the 1945-1946 period, see Gorter and Hildebrand, *op. cit.*, vol. II, pp. 197-207; *Labor-Management Relations: West Coast Maritime Industry*, pp. 12-13; Robert J. Lampman, *Collective Bargaining of West Coast Sailors, 1885-1947* (Ph.D. dissertation, University of Wisconsin, 1950), pp. 293-99.

<sup>61</sup> National Marine Engineers Beneficial Association (MEBA-CIO), Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association (MFOWW-Ind.), National Union of Marine Cooks and Stewards (MCS-CIO), National Maritime Union (NMU-CIO), American Communications Association (ACA-CIO), and the Inlandboatmens Union (IBU-CIO).

demands, among which were restoration of steady gangs, and more liberal sling-load limits.

The Conciliation Service of the Department of Labor was called in and six subsequent meetings failed to result in a settlement. On April 5, 1946, the Secretary of Labor appointed a fact-finding board to investigate the situation and make recommendations. A wage rate of \$1.37 was suggested by the Board as being consistent with the Atlantic Coast pattern, taking into consideration the fringe benefits enjoyed by longshoremen on the West Coast. Few other changes were suggested and the employers' demand for a damage fund was rejected. Both sides were urged to bargain in good faith. Referring to the damage fund request, the Board stated, "Under [the] circumstances, there is little to be gained by substituting punitive measures for lack of genuine collective bargaining."<sup>62</sup>

Although the WEA agreed to accept the \$1.37 recommended by the Board, the ILWU continued to hold out for \$1.50. Other maritime unions were also having difficulty in reaching settlements. The possibility that the Committee for Maritime Unity might act on a national basis led the government to step in. All maritime crafts were called to Washington by the Secretary of Labor to work out a pattern of increases in the hope that a nationwide strike might be averted. Although the SUP was invited to attend this conference, it refused to send representatives and began a series of day-to-day work stoppages to force Pacific Coast operators to negotiate separate increases.

At the Washington meeting a standard wage pattern was arranged and accepted by the National Maritime Union-CIO, American Communications Association-CIO, and National Marine Engineers Beneficial Association-CIO; the ILWU finally agreed to accept the previous recommendation of the fact-finding board. This hard-won peace was shattered within a few days when the SUP, through direct negotiation, gained a basic increase of \$5 more than its East Coast counterpart, the NMU. And so, the prize of the biggest and best gains, aggressively sought by the CIO unions and the Committee for Maritime Unity, was seized at the last moment by an SUP flanking movement.

<sup>62</sup> *Report and Recommendations of the Pacific Coast Longshore Fact-Finding Board*, U. S. Department of Labor (Washington: 1946), pp. 20, 28.

Balance was achieved in August when the Wage Stabilization Board eliminated the SUP \$5.00 differential. The SUP immediately voted to call a strike, and when the WSB did not agree to a rehearing, the union walked out on September 4. On September 11, the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association (MFOWW-Ind.), which had also obtained a \$5.00 differential from Pacific employers, joined the strike. The following day, the Director of Stabilization and Reconversion amended wage control regulations to permit approval of the SUP differential. The next morning the CMU unions struck to gain parity. The strike now had become nationwide and virtually complete. On September 20 an arbitrator awarded the extra \$5.00 to CMU members and the crisis was over. But not for long.

The unions were no sooner back at work when the ILWU contract expired again and an opportunity was presented for the longshoremen to regain the leading position they had lost to the sailors in the spring. This time the basic wage demand was raised to \$1.70. The general situation was complicated further by the fact that the National Organization of Masters, Mates and Pilots of America (MMP-AFL), the National Union of Marine Cooks and Stewards (MCS-CIO), and MEBA were also in the midst of negotiations. On October 1, the ILWU, MMP, and MEBA struck.

A 52-day shutdown ensued, during which time a parallel battle was carried on between the ILWU and the SUP over the loading of steam schooners (those vessels operating in the coastal trade). The SUP threatened to strike again if any contractual commitment was made to Bridges regarding this work which traditionally had been performed by sailors; and the WEA refused to accede to Bridges' demand for a clarification of jurisdictional rights in fear of further conflict between the two unions. The ILWU finally settled for \$1.52, improved provisions regarding call-pay and eligibility for vacations, a ten-cent hatch-tender's differential for San Francisco, the creation of an advisory longshore safety commission, and arbitration of the definition of a steam schooner. In return, the employers got an agreement that disputes involving work stoppages would have precedence before the Coast Joint Committee or the Impartial Chairman.

The ILWU-WEA contract was renewed without change and without a strike in 1947. However, the relationship continued to

reflect the inflexibility which had been developed over the preceding years. Illegal work stoppages were common. A bitter dispute over the right of the ILWU to represent foremen was lost by the union after lengthy strikes against certain shipping lines. There was no let-up in the struggle of the ILWU to gain full jurisdiction over loading of steam schooners. Not surprisingly, nothing was done on the question of efficiency.

*Summary.* The varied patterns which collective bargaining relationships assume permit few generalizations regarding historical trends. However, there is a frequently encountered hypothesis which characterizes the development of industrial relations as an evolutionary process moving from an initial stage of intense antagonism through a period of sporadic negotiation to a final state of sustained, organized cooperation. The time span involved in this process is a relatively short-term period, perhaps a decade or less.<sup>58</sup>

A description of the transformations which take place in the course of such growth might be summarized as follows: in the passage of time early animosities are diluted or disappear; the status, powers, functions, and prerogatives of each of the parties become clearly delineated and are mutually respected; areas of disagreement remain, but genuine differences are resolved without recourse to legalistic haggling; and the scope of mutual concerns may be extended beyond the traditional wages, hours, and working conditions to comprise efficiency, solvency, or market problems. In brief, the general trend has been a movement from conflict or distrust through adjustment, compromise, and toleration to stability and cooperation.

The history of longshore relations on the Pacific Coast up to 1948 affords an interesting contrast to this concept of normal development. Instead of a slow resolution of the problems created by adjustment in the early stages of contact, there was a movement in the opposite direction, toward a hardening of original animosity into standard behavior and a rejection of any form of compromise. Before describing the climax of this battle between two apparently irreconcilable groups and the unexpected about-face which oc-

<sup>58</sup> William F. Whyte, *Pattern for Industrial Peace* (New York: Harper, 1951); Robert R. R. Brooks, *As Steel Goes* (New Haven: Yale University Press, 1940); Benjamin M. Selekman, "Varieties of Labor Relations," *Harvard Business Review*, 27 (March, 1949).

curred in 1948, it would be well to examine the history which has just been covered for evidence of the factors which led to long-term conflict rather than peace.

### KEY FACTORS IN THE BARGAINING RELATIONSHIP—SOVEREIGNTY AND SECURITY

The thesis has often been advanced that stability cannot be achieved in industrial relations without a prior clarification of respective areas of sovereignty. Once the scope of rights and privileges of both parties is mutually agreed upon, there follows the institutional security necessary for responsible joint relationships.<sup>64</sup> The history of the Pacific Coast longshore industry through 1948 provides an excellent example of what can happen when labor and management are unable to resolve these basic sovereignty and security problems.

Workers on the waterfront had come to believe by 1934 that the only hope for obtaining some measure of stability and security on the job was to seize control of the job itself. The unchecked power of the employer following elimination of independent unionism after World War I plus the economic problems of the industry—excess capacity, rate cutting, and foreign competition—had led to arbitrary wage cuts, elimination of overtime premiums, longer hours, and work speed-ups. Following the crash of 1929, the use of such practices increased and, at the same time, the supply of men seeking work grew as the unemployed from other industries drifted to the waterfront. These conditions and bitter employer resistance to organization created a hard core of discontent which did not disappear after 1934 and which resulted in a militant type of unionism directed at equalizing, if not overcoming, the power of the employers.

Rather than recognizing the validity of certain of the goals of longshoremen in 1933 and 1934, such as recognition of the union, coastwide bargaining, and regularized hiring procedures, employers tried to protect themselves by rejecting all demands. Once the union had forced acceptance on management, the employers continued to fight the unions on all levels, demonstrating

<sup>64</sup> E. Wight Bakke, *Mutual Survival* (New York: Harper, 1946), p. 81; Lloyd Fisher, *The Price of Union Responsibility*, Reprint No. 10, Institute of Industrial Relations (Berkeley: 1948), pp. 2, 4, 6, from a paper presented to the National Conference of Social Work.

an apparent inability to view unionism as anything but a threat to management as an institution.

In reaction, the ILWU sought to increase its influence. By union selection of dispatchers, elimination of steady gangs and steady men, restriction of registration to union members, and equalization of work, power over the worker and his job was slowly withdrawn from the employers. The employers' early anti-union policies and apparent disregard for the welfare of the workers were accepted as unalterable; relief was sought through invasion of the employers' sphere and the construction of a compensating area of power to ensure security.

Insofar as the individual worker was concerned, security was obtained: assurance of an equal share of available work if not full-time employment, union control of the number of men in the industry, an end to bribery, regular wage increases, better overtime pay, controls on the speed-up, a detailed system of penalty rates, paid vacations, and other fringe benefits. The institutional security of the union, however, depended on employer acceptance, an acceptance which was not forthcoming up to 1948, or on complete elimination of the employer. Every invasion by the union of employer sovereignty met resistance and every resistance necessitated a further acquisition of power by the union to protect previous gains.

The problem of security was as acute on the employers' side. The economic condition of the industry had been gradually worsening throughout the interwar years. Before 1919, anti-union feeling had been expressed, in the main, by participation in national and local open shop movements; although unions were strongly condemned at that time, regular bargaining had taken place between stevedore companies and the various unions of longshoremen. Stronger and more effective opposition to organized labor commenced with the immediate post-World War I recession. Longshore wages, almost 90 per cent of handling costs, became the focal point for competitive pressures. And for this reason, the employers attempted to keep the supply of labor fluid and wages low by cutting short any attempt to unionize.

Once the union was established in 1934, a series of wage increases followed. When costs could no longer be cut by manipulation of the labor market, productivity and efficiency took on greater

importance. But, after the speed-ups of the 1920's and early 1930's, the union was more interested, so it was charged, in restricting pace and work loads, than in improving productivity. In addition, the particular economic importance of continuity of longshore work during a ship's stay in port, encouraged the union to make lavish use of the "quickie" strike. Therefore, not only did the union cut deeply into what the employers believed to be their exclusive territory—control of labor—but the ILWU was using its new power in such a way as to touch the industry at its weakest point, production.

In this way, deadlock developed in the longshore industry. Neither party was willing to concede the integral existence of the other and neither was willing to view joint problems as other than fields for dispute. It followed that certain methods of operation were developed between 1934 and 1948 which offered the greatest degree of individual protection and which were instrumental in further preventing any movement in the direction of a cooperative relationship.

#### "Bargaining" Through a Third Party

As we have seen, the modern longshore labor-management relationship was not created by the parties in an atmosphere of genuine collective endeavor, but by an award handed down by the National Longshoremen's Board in October 1934 after the waterfront and general strikes of the previous summer. In the following 14 years, few questions arising between the two sides were settled without reliance on third-party intervention. This consistent failure to reach agreement through negotiation or joint consultation has been blamed by one writer on the effects stemming from imposition of the original NLB award

"... [the employers] had no part in determining the basic conditions which they were now required to observe. These had been imposed on them by an outside agency, the arbitration board. They chafed under their defeat..."

As for the union:

"... many of the things that it considered to be vital had been omitted from the award, and other conditions that were absolutely unacceptable had been established."<sup>85</sup>

<sup>85</sup> Paul Eiel, "Industrial Peace and Conflict: A Study of Two Pacific Coast Industries," *Industrial and Labor Relations Review*, 2 (July, 1949), 487-88.

The imposed 1934 award was subjected from the beginning to a barrage of attack. Dissension between employers and union was perpetuated as each sought favorable modifications. Failure to reach satisfactory agreements on the meaning of various sections of the award entailed amendments involving further third-party interventions and imposed decisions. "Third-party bargaining" became the common method of settling disputes, a convenient substitute for cooperation and accommodation in a situation which allowed no compromise.

Complicating this formative stage in longshore industrial relations was a provision in the NLB award that all awards or interpretations rendered in arbitration proceedings under the basic agreement were to be incorporated into the contract until deleted by agreement or by later arbitration. The result was a piling up of "common law" precedents from approximately 200 arbitration proceedings over the 1934-1948 period, and the development of a highly legalistic approach. Aside from the numerous arbitrations necessary for contract interpretation, third-party interventions were required at almost every negotiation juncture to effect changes in the conditions laid down by the 1934 award.

The network of awards, directed agreements, and interpretations which governed the relationship for 14 years was both an effect and a cause of conflict. While the inability to compromise necessitated third-party intervention either through mediation or arbitration, at the same time, the participation of outside persons or agencies adversely influenced the acceptability of agreements so awarded or negotiated as well as the possibility of subsequent harmonious existence under such decisions.

### Centralization

Over-centralization has played a major role in re-enforcing rigidities in longshore bargaining. In the West Coast pulp and paper industry, coastwide bargaining, with considerable flexibility in local areas, is thought to be one of the basic reasons for sustained peace.<sup>58</sup> However, in the longshore industry before 1948, mutual distrust led to strict centralization with as little devolution of authority as possible. In fear of moves which might drive further wedges into institutional sovereignty, the parties eliminated op-

<sup>58</sup> J. D. Zellerbach, "No Work Stoppages in 14 Years," *CED Digest*, I (April, 1947).

portunities for local action. Power was consolidated at the top and responsibility was closely restricted on the lower levels. Grievances, instead of being resolved quickly on the local level, were passed upward and were often backlogged for months in the Port Joint Labor Relations Committees, where they tended to be considered in the light of wider implications rather than of specific issues involved. Practically everything was construed as establishing a pattern or precedent and, hence, of coast significance, involving the attention of top officials.

Apart from the attitudes of the parties concerned, the complex structure of the industry encouraged contact at a high level rather than at all stages in the working relationship. Stevedore companies are not final employers, but, rather, are contractors of labor for steamship lines. Then, stevedores are organized into port associations which, in turn, are joined together in a coastwide association. With the rotation system of employment, no longshoreman can become a permanent employee of any one company, and with industrywide organization of employers, the union cannot deal with a single employer in regard to basic problems. Little extra effort was required by the employers or the union to achieve concentration of power.

Longshore grievance machinery prior to the settlement of 1948 provided for five steps. The dispute first went from the longshoreman involved to the union gang steward and the foreman. Secondly, if no agreement was reached, the foreman, through his employer, notified the WEA and the steward called in a union representative. If a work stoppage occurred or was threatened an emergency step was provided: the local port agent, a representative of the Impartial Chairman, stepped in immediately and gave a ruling. If either party disagreed with the ruling, the agent could appeal to the local Port Joint Labor Relations Committee and demand discussion of the dispute there. However, under ordinary circumstances, if no compromise was reached between the WEA and union representatives, the issue was passed on to this committee as the third step in the process. Two final stages were possible, settlement by the Coast Joint Labor Relations Committee and, lastly, arbitration. Ideally this system should have provided more than adequate opportunity for rapid solution of all problems at their proper level. However, such was not the case.

The Coast Committee, the highest joint body of union and employer representatives, had jurisdiction over all questions involving interpretation of the agreement and the power to decide any disputes arising thereunder. As most disputes in the longshore industry fell into this category, owing to the desire of both sides to anticipate formally all possible precedents, the fourth stage in the procedure came to be the normal place for adjustment when arbitration was not necessary. In addition, the Coast Committee had the power to overrule any decision or action of the Port Committees. The effectiveness of port agents in settling local disputes was also severely cramped. Their authority was generally limited to questions of immediate safety, questions of minor consequence and local significance, and fact finding for the Impartial Chairman.<sup>67</sup>

Responsibility for this centralization tendency appears to lie with both the union and the employers. The union's use of job actions to extract concessions not included in contract terms from individual employers and its attempts to standardize coast practices at the best level obtainable from any one employer, called forth a defensive concentration of control in the central employer association in an effort to reduce whipsawing tactics. The ILWU itself has always practiced a high degree of centralization internally; fear of factionalism and a desire for absolute unity has been characteristic since 1934, and has led inevitably to a consolidation of power at the top which is reflected in all relations with management. On the employers' side, because of the lack of a permanent labor force, there has been a reluctance in most companies to develop any sort of system of personnel administration and a willingness to hand over all labor problems to the central association for solution. For this reason, before 1948, grievances which arose solely out of one company's policies and should logically have been settled between the union and the company were passed on to become issues between the WEA and the ILWU.

#### Separation of Employer and Employee

Another protective device used by both sides was the perpetuation, both actively and passively, of the concept of separate interests and goals. Specific reasons for the ideological clash in the Pacific Coast longshore industry are primarily of an environmental

<sup>67</sup> *Labor-Management Relations: West Coast Maritime Industry*, pp. 19-20.

nature and will be considered later in this study. However, it is appropriate to point up certain facets of the development in the present context.

The assumption by the union of responsibility for the supply of labor in 1934 encouraged a greater isolation of employer from workmen than had been common in the past, but certain policies of both union and management exaggerated and underlined this cleavage. For example, the ideological framework of the ILWU was built in the 1930's on the inevitability of class conflict and the predatoriness of longshore management. Until very recently the longshore employers did little to disprove in the worker's mind the validity of this position. A residual fear of a return to pre-1934 conditions should the employers again seize complete power, was enough to keep militancy alive among the rank-and-file and to provide union leadership with a particularly potent source of unity. Employer attempts, real or imaginary, to reduce the power of the ILWU, and WEA charges of Communism or irresponsibility in the union, served more than adequately to substantiate the claims of ILWU leaders that employers were primarily interested in breaking the union.

On the management side, poor administration assisted the delineation of forces. Rotation made contact between a company and its workmen difficult enough, but the employers completed the break by refusing to make use of the one remaining means of communication with longshoremen—the walking boss or foreman. Generally, no attempt was made to train foremen to a sense of managerial responsibility or even to acquaint them fully with company policies.<sup>58</sup> As a result, these men, often ex-longshoremen, felt a greater affinity with the union and their former working partners. The ILWU encouraged this attitude and special units were set up within the union for walking bosses. In this way the last link between labor and management on the job was broken.

While the rank-and-file saw management in the role of union-buster, the positions could also be reversed. The same sort of fears and their polarizing effect on the relationship were evident on the employers' side. Marion Plant, counsel for the WEA, stated in 1948:

<sup>58</sup> *Ibid.*, p. 51.

“We have finally recognized the fact which we should have recognized long ago that we cannot live indefinitely with a union leadership which is bent upon our ultimate destruction . . .”<sup>99</sup>

By 1948 the breach between the parties was, if anything, wider than it had ever been. The pattern of divergence had hardened to the point where relaxation in the direction of compromise implied a destruction of one side. Effective protection necessitated complete isolation of each party from the other. A fair picture of prevailing attitudes can be gained from the following two statements made in 1948.

Referring to an incident in February in the Los Angeles area in which ILWU clerks chose to quit their steady jobs and to seek employment as casuals through the hiring hall, Harry Bridges explained in an arbitration hearing:

“It is our Union policy and an official policy: that they can’t trust an employer; that if they depend upon an employer for any type of security or fair treatment, they’ll get stung! And that is what we tell them: that their living comes through the Union . . . ‘Working steadily’ is only a nice name for it, but it develops into working steady, day and night, to working for nothing, out painting the boss’s house, buying your drinks at the place they tell you, and a lot of other things.

“. . . At all times we educate and do everything we can to have the men’s loyalty come first to their Union. Then we make it a democratic Union that they own, which means loyalty to themselves first, and the employers way down the line—if we can get them there.

“So there is no misunderstanding where our Union stands and what we are trying to do. We don’t preach love for our employers, because there has never been any love for the men in it.”<sup>100</sup>

Prior to a Pacific Coast Section Board of Inquiry hearing in August, the Waterfront Employers Association and Pacific American Shipowners Association submitted:

“Obviously, the viewpoint of Mr. Bridges and the viewpoint of steamship companies which exist for the purpose of making profits cannot be reconciled. . . the International Longshoremen’s and Ware-

<sup>99</sup> Speech before the 4th Annual Industrial Relations Conference, Lake Tahoe, California (September 10, 1948).

<sup>100</sup> *In re International Longshoremen’s and Warehousemen’s Union and Waterfront Employers Association*, Los Angeles Disputes, Nos. 630 and 631, vol. III (March 15, 1948), p. 337.

housemen's Union . . . [is] guided in [its] approach to the problems of the industry by a political and ideological philosophy diametrically opposed to that of the employers."<sup>61</sup>

## ENVIRONMENTAL INFLUENCES CONTRIBUTIVE TO CONFLICT

So far we have briefly covered the history of longshore labor-management relations on the Pacific Coast through 1947, the basic causes of conflict, and the effects of this conflict on the bargaining pattern. The unsolved problems of sovereignty delineation and institutional and economic security represented the major blocks to industrial peace; however, the perpetuation of conflict over these issues was, in large part, attributable to certain environmental factors in the longshore situation. In the following section, the nature of the environmental backdrop against which the relationship developed and the unfortunate consequences will be considered in the context of the longshore experience up to 1948.

### The Nature of the Job and the Worker

Dock work at best is an unpleasant job.<sup>62</sup> Back-breaking one hundred years ago when, without power and often without wharves, only human energy was expended in the physical operation, the task of loading and discharging cargo is today, even when abetted by electric or steam hoisting apparatus, stowing machines, platform slings, or lift jitneys, extremely arduous.

The degree of physical effort required will vary from port to port depending upon the terminal facilities and pier equipment available, and from ship to ship depending on hold space, size of booms and hatches, etc. Effort will also vary with the nature of the cargo being handled and the various jobs within a gang. But, though skills and physical requirements vary from job to job, the range is not wide and the average quota of required exertion is always high.

<sup>61</sup> *Statement of the Waterfront Employers Association of the Pacific Coast and the Pacific American Shipowners Association*, Pacific Coast Section Board of Inquiry, In the Matter of a Proceeding by Presidential Board of Inquiry Appointed Pursuant to Executive Order No. 9964 to Report on Certain Labor Disputes Affecting the Maritime Industry of the United States (1948), p. 29.

<sup>62</sup> See C. E. Barnes, *The Longshoremen* (New York: Survey Associates, 1915); also, *Cargo Handling and Longshore Labor Conditions*, by Boris Stern, U. S. Bureau of Labor Statistics, Productivity Series, No. 550 (Washington: 1932), pp. 67-111.

High too are the accident and death rates. For the arduousness of the longshore job is accompanied by a considerable degree of physical jeopardy. For example, in examining the industry nationally in 1942, the U. S. Bureau of Labor Statistics found that:

"More than 138 longshoremen experienced disabling work injuries in the course of every million employee-hours of longshore work performed during the year. . . . No other industry for which injury-frequency information is available had a record even approaching this unfavorable figure."<sup>83</sup>

The reported figures indicated that the chances for an individual longshoreman were approximately 1 in 560 that he would be killed or completely disabled for life; 1 in 48 that he would experience a permanent physical impairment; and 1 in 4 that he would lose time because of temporary injury. The lowest regional frequency rate was found to be on the Pacific Coast where accident prevention activities had been underway for some years; Pacific Maritime Association records for 1942 show the compensable injury frequency rate to be 84.2 longshoremen per million man-hours worked. Even so, the BLS survey concluded that all the figures were most likely an understatement of the true situation, owing to the cursory methods of stevedores in recording accidents.

It has been held that the characteristics of a job may draw and condition certain kinds of workers, and their attitudes may, in turn, be reflected back onto the industrial relations scene. For example, if the job is physically difficult and unpleasant, unskilled or semiskilled, and casual or seasonal, and fosters an independent spirit, it will generally draw tough, inconstant, and combative workers, who will be inclined to strike. On the other hand, if the job is physically easy and performed in pleasant surroundings, skilled and responsible, steady, and subject to set rules and close supervision, it will more likely attract a type of person who will reject strikes as a means of expression.<sup>84</sup>

In addition, worker attitudes may be shaped not only by the characteristics of the job but also by the presence or absence of a hierarchy of differentiated jobs to which progressive access is open. The availability of opportunities to advance along a promotional

<sup>83</sup> Italics added. *Monthly Labor Review*, 58 (January, 1944), 1-4.

<sup>84</sup> Clark Kerr and Abraham Siegel, "The Interindustry Propensity to Strike—An International Comparison," in Arthur Kornhauser, Robert Dubin, and Arthur M. Ross, eds., *Industrial Conflict* (New York: McGraw-Hill, 1954), p. 195.

ladder may create conservatism and responsibility. These opportunities are absent in the longshore industry with its mass of jobs, undifferentiated by wage rates or status.

Finally, the attitudes of management may also be conditioned by the nature of the job and the industry. The employer in a housed industry, where work and workforce are more or less stabilized and where the job requires a specialized technical skill and entails a sizeable plant investment per employee, is less likely to dismiss the importance of maintaining a community of interest with his employees. This is particularly true where employees are not easily replaceable, a problem of little concern to the employer of unskilled, casual waterfront labor slinging loads or shoveling bones.<sup>65</sup>

Inevitably, these characteristics of the longshore job provided subjects for long-term dispute between management and an organized labor force. For instance, long before 1934, the casual nature of the work gave rise to the practice of paying higher, "penalty," rates as incentives to the men to "shape" for especially undesirable cargoes.<sup>66</sup> Following the recognition of the union and the equalization of employment opportunities these special rates were continued and became an important issue in the course of union drives for standardization and wage improvements. And just as the employers resisted standardized load limits, they resisted standardizing or broadening the penalty rate structure.

Through direct action and negotiation in the various ports the union was able to extend penalty lists between 1934 and 1936. In 1937 the union won a coastwide schedule of penalty rates; in general, the most liberal provisions of each port were made stand-

<sup>65</sup> See Eliel, "Industrial Peace and Conflict: A Study of Two Pacific Coast Industries," pp. 490-91, for a consideration of this possibility in the pulp and paper and longshore industries.

<sup>66</sup> "This complex system of wage rates results from the short-term employment contracts which have typified this essentially casual industry. In most work situations, it is not necessary to have different rates for each possible variation in working conditions. Rather, as in conventional job evaluation practice, a given rate is set for the average, or usual, combination of skill, effort, responsibility, and working conditions on a particular job, and the variations in conditions from day to day are considered to balance out over the duration of the employment relationship. In longshoring, gangs are usually hired for the loading or unloading of a specific vessel. Penalty cargo rates seem to have originated as premiums or bonuses to induce the casual workers to appear at the 'shapes' for employment. The nature of the cargo was often known to the men; without some special benefits in prospect, they could avoid shapes when particularly undesirable commodities were to be handled." F. Theodore Malm, "Wage Differentials in Pacific Coast Longshoring," *Industrial and Labor Relations Review*, 5 (October, 1951), 43.

ard for all. Again in late 1944 the penalty rate structure precipitated disagreement in negotiations. Although the employers argued before a War Labor Board panel that "we already have the longest list, and on the whole the highest rates under any agreement anywhere in the country,"<sup>87</sup> the Board awarded increases in several rates and ruled further that penalty differentials could be considered as the longshore equivalent of job classifications and, therefore, were to be counted as part of straight-time earnings in the computation of overtime.

Penalty rates were significant not only for the obvious economic implications of such modifications in the wage structure but also for the institutional functions which such a structure served:

"The present wage structure cannot be said to have been created by the ILWU, for all major practices were in effect long before 1934. However, the structure has certainly been molded and modified by the union, as its leaders seized opportunities to meet the institutional needs of the organization by the development of a more equalitarian wage structure. The differentiation of men has been minimized by keeping the bracket of permanent skill rates within a very narrow range, while jobs (which are rotated among all by a dispatching system) are differentiated by a wide set of penalty cargo rates and a very heavy overtime rate. These policies—increasing the number of penalty rates, raising those rates, and increasing the number of hours during which the overtime rate applies—have been equivalent to general wage increases and have been emphasized by the union to the exclusion of raising skill differentials that would go to only a very small proportion of longshoremen."<sup>88</sup>

The hazardous nature of the longshore job provided another area in which union and employer could persist in disagreement. That longshoring was a dangerous occupation was not disputed. And in recent times there has always been agreement that measures should be taken to reduce accidents. However, after the emergence of the union in 1934, progress in the field of safety was retarded by quarrels over which side bore the greater responsibility for causing accidents and deaths and over what means should be adopted to reduce casualty rates.

Prior to 1934, a safety program had been well underway. In

<sup>87</sup> *Proceedings*, National War Labor Board, Special Tri-partite Panel, Case No. 111-11744-D (December, 1944), p. 726.

<sup>88</sup> Malm, *op. cit.*, p. 49.

1927 the various West Coast employers' associations had voluntarily created a central Accident Prevention Bureau and formulated a Marine Safety Code. The importance of worker cooperation in such a program was recognized from the beginning, and Code Committees composed of equal numbers of workers and employers were set up in the four major port areas.<sup>66</sup> However, the Safety Code was not mandatory upon stevedores or shipowners, and acceptance was far from complete in these first years.

During the 1934 hearings before the National Longshoremen's Board, representatives of the union bitterly attacked the employers on the safety issue.<sup>67</sup> The frequency of injury and death was attributed to management's irresponsibility in the use of men and machinery. Demands were made for the establishment and enforcement of an obligatory code. Instead, the NLB wrote Section 11 (d) into the agreement which simply required that methods of discharging and loading cargo should not be inimical to the safety or health of the workers. The complicated technical problems of equipment and cargo handling were left to the employers.

In the years after 1934, employers contended that poor safety records were due to the elimination of steady gangs and the "casualization" of the employment relationship which had weakened supervisory and disciplinary functions.<sup>68</sup> It was claimed that successful safety programs were dependent on worker familiarity with company policy, specialization in particularly dangerous cargoes, employer opportunity to penalize violations of safety rules, and the power to enforce working rules.<sup>69</sup> The union continued to fight for some degree of control over safety administration, but no attempt was made by either side to encourage a cooperative approach to the problem. The original Pacific Coast Maritime Safety Code continued to be used in whole or in part by various employers as a basic formula for accident prevention, although the Acci-

<sup>66</sup> *Report and Recommendations of the Pacific Coast Longshore Safety Commission* (November 19, 1947).

<sup>67</sup> See *Proceedings*, National Longshoremen's Board, vol. 3 (August 13, 1934).

<sup>68</sup> Casualization was used here in the sense that no permanent employer-employee relationship was possible when all available work opportunities were rotated among registered longshoremen who worked in casual, as opposed to steady or preferred, gangs.

<sup>69</sup> Waterfront Employers Association-Pacific American Shipowners Association, *The Accident Prevention Bureau of the WEAPC and the PASA*, Educational Pamphlet Series no. 4 (1948).

dent Prevention Bureau and the joint Code Committees had passed out of existence.

Nine years later, after the two maritime strikes of 1946, the ILWU was successful and the employers agreed that all ports would abide by the Pacific Coast Safety Code. In addition, a tripartite investigatory commission was created to examine the problems of health and safety under the contract and to propose improvements. These concessions were only made after several months of debate during which the employers strongly opposed uniformity of safety regulations and flatly refused to consider joint participation in accident prevention. The WEA's position was that the union could contribute nothing to a safety program which necessarily had to be industry-administered. It was also suggested that including such a specialized subject as a safety code in the contract would provide greater opportunities for disruptions on the job.<sup>73</sup>

The report of the three-man Longshore Safety Commission the following year indicated that the two parties had finally agreed that cooperation on safety was necessary, even if there was deadlock on other aspects of the problem. For instance, both sides still felt it was necessary to place the blame for accidents in the other camp. In evidence to the Commission, the employers held that 75 per cent of injuries were due to the human element, that is, the longshoreman.<sup>74</sup> The union held that approximately the same per cent of injuries were due to the physical hazards of the job rather than personal fault.<sup>75</sup> But, in spite of the difficulties remaining to be overcome, at least a start was made on safety. ILWU Safety Committees were organized to cooperate with the WEA Safety Bureaus, and the groups commenced a joint appraisal of the existing code.

Closely related to the above generalization that the nature of the job explains in part the proneness to conflict in the longshore industry is the hypothesis that the location of the worker in society will have an effect on the quality of the worker-employer

<sup>73</sup> Pacific American Shipowners Association-Waterfront Employers Association, *A Report to the People from the Shipping Industry on the Pacific Coast* (September 20, 1946), pp. 11-13.

<sup>74</sup> *Report and Recommendations of the Pacific Coast Longshore Safety Commission*, p. 8.

<sup>75</sup> *Ibid.*, p. 5.

relationship. Certain industries, regardless of the national boundaries within which they are contained, have evidenced marked tendencies toward conflict. Waterfronts everywhere have been fountainheads of strife. Why?

“The miners, the sailors, the longshoremen, the loggers, and, to a much lesser extent, the textile workers form isolated masses, almost a ‘race apart.’ They live in their own separate communities: the coal patch, the ship, the waterfront district, the logging camp, the textile town. These communities have their own codes, myths, heroes, and social standards. . . . It is hard to get out of this mass. The jobs are specialized, and the workers come to be also. Skills are not transferable as they are for stenographers or electricians. Protest is less likely to take the form of moving to another industry and more the character of the mass walkout. Just as it is hard for these workers to move out, so also is it difficult for them to move up. . . . The union becomes a kind of working-class party or even government for these employees, rather than just another association among many. . . . The strike for this isolated mass is a kind of colonial revolt against far-removed authority, an outlet for accumulated tensions, and a substitute for occupational and social mobility. The industrial environment places these workers in the role of members of separate classes distinct from the community at large, classes with their share of grievances.”<sup>78</sup>

Prior to the thirties, waterfront workers were regarded as a group cut off from the general community. In addition, the casual nature of the job isolated the worker from his employer and destroyed any possibility of personal identification with the industry. A strong sense of group consciousness developed, and with the union came the formalization of a separate identity based on common insecurity and grievance. Where the employer apparently did not care to assume responsibility for waterfront conditions, the organized worker felt no responsibility to employer. The result was a fatalistic, opportunistic brand of unionism, an organized protest against the conditions imposed by society and a means of equalizing to some extent opposing forces. For these reasons, the motives of the ILWU cannot be appraised in terms of the ordinary goals of trade unions. Group drives were, and probably still are, far more complex, involving compensation for a whole array of social and economic factors which wage and working condition objectives alone could not encompass.

<sup>78</sup> Kerr and Siegel, “The Interindustry Propensity to Strike—An International Comparison,” pp. 191–93. Quoted by permission of the McGraw-Hill Book Company, Inc.

In spite of the steady improvement in the standard of living of longshoremen owing to the stabilization of employment and increased earnings, there was little apparent modification of group attitudes prior to 1948. The union continued to hold the position that internal unity and aggressive action were the only means of protection against antagonistic employers and an unfavorable industrial system. But the change in economic status was slowly having its effect on the longshoreman in his relationship to the community. By World War II a large percentage of waterfront workers owned their own homes and automobiles, participated in community life, and sent their children to college.<sup>77</sup> It is difficult to estimate how great an influence such social integration will have, in the end, on long-term union policies. There are indications that the achievement of economic security and membership hesitancy to risk what has been gained played a large part in the union's adoption of a more conciliatory approach to labor-management relations after 1948.

### The Origins of the Relationship

A pattern of behavior in collective bargaining is not always set during negotiation of the first contractual agreement or in the years following. The character of antecedent incidents and initial contact in an industry may help determine the quality of the ensuing relationship. Strong undercurrents of worker hostility and suspicion may continue to color the industrial relations setting for many years, particularly if such feelings are encouraged by mobilized employer attempts at suppression in the early stages of organization. Waging an overly long battle for recognition, facing violence, discrimination, and injustice can prove such vital experiences to a union that the emotional effect may be deep and enduring.

As we have seen, the history of longshore labor relations before the 1934 strike and its settlement gave longshoremen ample cause for intense antagonism. The annihilation of independent organization following World War I, fifteen years of complete employer control over the job, and the forced suppression of grievances all contributed to a resentment which could no longer be

<sup>77</sup> Wayne W. Hield, *Democracy and Oligarchy in the International Longshoremen's and Warehousemen's Union* (M.A. dissertation, University of California, 1949), pp. 197-204.

held in bounds by employers in the more liberal political and industrial climate of 1934. The pressures which had been built up, on the one side by the workers' sense of injustice and, on the other, by the employers' jealous protection of their sovereignty, exploded into one of the most spectacular, extended, and violent labor disputes in the history of American industrial relations.

During the 1934 strike, the intervention of the police on the side of waterfront employers, the use of tear gas, clubs, and guns against street crowds, and the raids on union offices all succeeded in binding longshoremen more closely together in their apparently single-handed fight for security. The fatal shooting of striking workers became a symbol of general martyrdom at the hands of management and, hence, a justification for any action taken in self-protection. Employers, Industrial Association, police, press, and finally, the militia were drawn up against the union.

The fact that the new organization withstood this impressive opposition, and survived to win most of its crucial objectives, was ascribed by the leadership to the fundamental rightness of the cause and to absolute unity in the ranks. From then on, intra-union unity and distrust of the employer, within a class struggle framework, became the foundation stones of the union's policy. From violence and frustration came the materials of which the bargaining relationship was fashioned. It is not surprising that compromise and good faith played so little part in the joint activities of the following years.

Examining the causes of the institutionalized animosity which developed, a Congressional committee reported in 1948:

"It has often been observed that industry today generally has about the type of unionism that it deserves; that is to say, that the character of union leadership today is usually the result of management policies yesterday. If the maritime unions today receive the primary loyalty of the men and exercise a high degree of control over the job, if they are led by aggressive fighters not entirely sympathetic with management problems and inclined to look with distrust upon any management proposals, the delinquent personnel policies of the decade following the First World War are partly responsible."<sup>78</sup>

These then were the origins of the relationship and the preliminaries to collective bargaining. The employers believed that the new ILA leadership policies were radical, irresponsible, and

<sup>78</sup> *Labor-Management Relations: West Coast Maritime Industry*, p. 6.

thoroughly incompatible with employer ideology; the union believed that the sole object of the employers was to deny to the longshoreman, by any means available, his right to bargain collectively through a bona fide union. The events of 1934, symbolized by the Battle of Rincon Hill and Bloody Thursday, left bruises which would not disappear quickly.

### The Economics of the Industry

An economic environment may be favorable or unfavorable in permitting the achievement of good or bad industrial relations and, in turn, peace or conflict. An expanding or stable, highly efficient, and profitable industry with low labor costs relative to total costs does not ensure a healthy collective bargaining relationship, but it does provide a framework within which the desire for the establishment of a smooth joint relationship may be materially encouraged. Stable or growing employment opportunities tend to eliminate severe contention with a union over lay-offs, promotion, make-work, and other employment security problems; high efficiency and a favorable cost structure make it easier for the industry to share profits with the workers and dampen resistance to union demands for improved wages and working conditions.

Such favorable features have not recently characterized the West Coast shipping and longshoring industries. Instead, the past 25 years have brought a long-run decline in tonnage carried, punctuated by violent intermediate fluctuations. Shipping has been vulnerable to movements in the business cycle, shifts in world trade, and a long series of strikes. In addition, recent technological developments, as well as patterns of population growth and industrial development on the West Coast, have had a negative effect by increasing the use of inland transport such as railroads and trucks and reducing that for ships. And as militant unions have pressed for and won repeated wage increases, costs have soared, for labor costs are nearly half vessel operating expenses and approximately 90 per cent of longshoring costs.

The resulting economic pressure on the industry had a severe effect on labor-management relations. Unless the monetary benefits which the powerful longshore union continued to win could be offset by greatly increased productivity, the employer was faced with even higher costs. In this way the industry imposed con-

straints upon the achievement of peaceful labor relations; and the troubled relations which resulted, in turn, aggravated the already chronic economic ills of the industry.

*The decline in trade.* There are four distinct types of trade conducted through the parts of the Pacific Coast: foreign, non-contiguous, intercoastal, and coastwise. Foreign trade refers to service between the United States and all other nations; noncontiguous trade routes run between the United States and its offshore territories, such as Hawaii and Alaska; intercoastal trade links the West Coast with the ports of the Gulf and Atlantic Coasts; and coastwise shipping is confined to mainland ports along the Pacific Coast.

Only foreign trade to the United States is open to competition of foreign flag vessels; the other three trades are reserved by law to American operators. Although the amount of tonnage carried in competition by foreign ships can be of crucial importance to American shipowners, the distinction is of no significance to stevedoring companies and longshoremen who work all ships entering West Coast ports. For the purpose of this study it is also necessary to note that no longshore work is done on tankers, which carry a large percentage of total tonnage in all four trades.<sup>79</sup>

Until 1930 West Coast shipping was a relatively prosperous industry. The increased importance of the American merchant marine after its expansion during the war, the opening of the Panama Canal, trade with the Far East, the economic development of Alaska and Hawaii, and the growing world demand for California petroleum for use as fuel were all factors which bolstered trade on the Pacific Coast. As far as costs were concerned, the breakup of the unions immediately following the war worked to the benefit of maritime employers. The lack of strikes plus the power to hold down wages and to force increased production allowed more economical operation. In spite of stiff competition from foreign lines and a certain amount of excess capacity due to poor balance of commodities, the outlook for West Coast shipping was good. If there was no other reason for optimism, the steadily increasing population of the West promised to provide an indefinite market for cheap ocean shipping.<sup>80</sup>

<sup>79</sup> Over half the total since 1945. About 90 per cent of recent coastwise trade.

<sup>80</sup> E. G. Mears, *Maritime Trade of Western United States* (Stanford University:

By 1932, the coast shipping industry, along with the rest of the economy, was practically bankrupt. For shipping, this experience represented the beginning of long-run decline rather than a temporary set-back. The outbreak of World War II threw West Coast shipping into a phase of unprecedented prosperity, but the expansion was shortlived. By 1946–1948 cargo was back to depression levels with little hope of an immediate improvement. This slow deterioration took place in spite of a boom in the western states generally. And apparently the particularly sharp decline following World War II could not be tied simply to wartime excesses for, ignoring government tonnage, commercial shipments in 1948 were 27 per cent below those of 1930.<sup>81</sup> Only the noncontiguous trade had showed a gain.<sup>82</sup>

In addition to the problem of combating declining markets in the foreign, intercoastal, and coastwise trades, there were also sharp short-term swings in the volume of business in all four trades.<sup>83</sup> Short-term ups-and-downs were attributable to three major factors—business fluctuations, World War II, and strikes, and one factor of lesser importance, international politics and trade policies. Since maritime shipping is dependent upon general economic activity, changes in business conditions are reflected in tonnage statistics. However, Gorter and Hildebrand, in their study of the economics of the industry, have found that between 1930 and 1948 shipping fell further in the slumps and made weaker recoveries on the upturns.<sup>84</sup>

The Second World War was a potent factor in creating instability. The rapid reduction of military cargoes after 1945 presented operators with serious problems of readjustment. The replacement of old ships and the re-establishment of the domestic trades had to be carried out at a time of greatly inflated costs. Rebuilding former customer relationships meant competing with truck and rail lines at rates which were insufficient to cover new costs.<sup>85</sup>

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Stanford University Press, 1935), pp. 14, 18, 26, 34, 42, 235, 277; *A Report on Pacific Coastwise Shipping With Special Reference to the San Francisco Bay Ports Area*, by R. F. Burley, San Francisco Bay Ports Commission (Sacramento: 1953), pp. 7–10.

<sup>81</sup> Gorter and Hildebrand, *op. cit.*, vol. II, p. 6.

<sup>82</sup> *Ibid.*, vol. II, p. 7.

<sup>83</sup> *Ibid.*, vol. I, chapter III.

<sup>84</sup> *Ibid.*, vol. II, pp. 109–18.

<sup>85</sup> *Ibid.*, vol. II, pp. 118–21; *Statement of the Waterfront Employers Association*

Strikes, too, took their toll. In addition to increasing annual fluctuations in tonnage handled and in work opportunities afforded by the industry, numerous stoppages made scheduled services highly unreliable to shippers and caused some permanent diversion of traffic to land transport or to ports on the Atlantic or Gulf coasts.<sup>66</sup>

International politics and trade policies undoubtedly added to cyclical swings in foreign trade tonnage and may have aided decline in this category. During the depression, tariffs and other restrictive devices probably reduced foreign tonnage below the level called for by the worldwide fall in income. Between 1932 and 1937 some benefit may have been gained by certain measures which were taken to increase trade, such as the Reciprocal Trade Agreements Program. Following the war a decline in trade with the East Indies and East Asia as a result of political developments cut deeply into tonnage.<sup>67</sup>

However, these were mainly short-run influences. Although they restricted trade at certain times they also provided compensating periods of expansion. The effects of business trends, the war, strikes, and international politics do not account for the fact that after every downward swing the industry was unable to climb back to its former trade position.

The rapid growth of both population and industry in the Pacific states between 1930 and 1948 worked in favor of an upward tendency in general business activity. But, except for noncontiguous, all shipping trades were apparently adversely affected by the growth and redistribution of population.<sup>68</sup> If the increase in population had been confined mainly to port areas, shipping would have no doubt prospered because of its superiority in long hauls of bulk commodities. However, there was a tremendous growth in the number and size of cities lying well inland from the coast. The distance from former centers of distribution plus the added expense of transshipment led to an increased demand for long- and

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and the Pacific American Shipowners Association, Pacific Coast Section Board of Inquiry, p. 24; *Labor-Management Relations: West Coast Maritime Industry*, p. 12.

<sup>66</sup> Gorter and Hildebrand, *op. cit.*, vol. II, pp. 121-27; San Francisco Bay Area Council, *op. cit.*, vol. I, pp. II-17-21.

<sup>67</sup> San Francisco Bay Area Council, *op. cit.*, vol. I, pp. II-3-6; Gorter and Hildebrand, *op. cit.*, vol. II, chapters III, IV.

<sup>68</sup> See Gorter and Hildebrand, *op. cit.*, vol. II, chapters II, V.

short-haul land transport relative to the demand for long-haul water transport. This demand grew as the railway and highway network spread and improvements were made in the carrying capacities of trucks. Development of oil pipelines introduced another alternative to shipment by water. With redistribution of population, manufacturing spread inland and increased the demand for short-haul transportation and intraregional long-haul services. In addition, a larger population and the development of manufacturing production meant more internal use of items formerly of primary importance in shipments out of the area. For instance, from 1930 to 1948, production of both lumber and oil tended sharply upward. However, total annual waterborne shipments of both have never again attained their 1930-1931 levels.

*The importance of costs and productivity.* Along with the decline in demand for shipping came a steady increase in costs. After the revival of trade unionism in 1934 there was continual upward pressure on wages and other financial benefits. Sailors' straight-time earnings rose 285.4 per cent between 1935 and 1948. Longshoremen, on the other hand, gained only 89.6 per cent over the same period, eight per cent more than the rise in the cost of living.<sup>88</sup> But the institution of the six-hour day in 1934 and the resulting increase in overtime worked brought actual money earnings for longshoremen well above basic rates. Substantial penalty rates also boosted average wages. While the longshoreman's basic wage rate increased only 75 per cent from 1940 to 1948, it was estimated by the Joint Congressional Committee on Labor-Management Relations in 1948 that the cost of handling cargo increased by 135 per cent over the same period.<sup>89</sup>

The particular cost problems of coastwise and intercoastal operators were complicated after 1945 by the fact that they were obliged to compete with rail and road carriers for trade which had shifted to land by necessity during the war. Maritime wage rates had risen nearly twice as fast as wage rates on land transport, but a reflection of this in shipping rates would have ensured a permanent loss of business to rail and truck. The shipowners charged the railroads with violation of the Interstate Commerce Act, accusing them of taking losses on the transportation of some commodities in

<sup>88</sup> *Ibid.*, vol. II, pp. 129-41.

<sup>89</sup> *Labor-Management Relations: West Coast Maritime Industry*, pp. 4, 54.

order to run domestic shipping out of business. After lengthy proceedings, the Interstate Commerce Commission decided in 1950 that existing rail rates between the three coast states were not below a just and reasonable level and that on most of the traffic the rail lines were the low-cost operators.<sup>91</sup>

Under such circumstances it was natural that longshore employers in their contacts with the union began to place greater and greater emphasis on productivity. It seemed that if productivity could be increased commensurately with the rise in wages, or enough to offset the gain in longshore wages over those in the rail and trucking industries, at least one of the problems of the industry could be eliminated. But efficiency and productivity were issues which could not longer be met by management alone.

From the management point of view, the union was using its jurisdiction over the quality of men dispatched and its influence with its members to prevent employer attempts to reduce costs through specially trained gangs for certain cargoes, changes in work rules, and use of labor-saving devices. Over the period 1934-1948, the employers repeatedly claimed that the union was refusing essential cooperation and was sacrificing the industry over the long run for short-term gains. Moreover, it was charged that the union was engaged in a deliberate slowdown and that not only was productivity not keeping pace with pay increases but it was declining and had been ever since the beginning of trade union representation. Before unionism, the employers had claimed a high degree of efficiency.<sup>92</sup> By 1937 the union's effort to reduce sling-load limits was being condemned by the employers as an attempt to increase arbitrarily employment opportunities by reducing man-hour production.<sup>93</sup> In 1941 Frank Foisie, president of the Waterfront Employers Association, accused the ILWU of specially training longshoremen in the art of slowing down and stated that cargo handling costs had doubled in six years. Foisie added that the use of mechanical equipment had actually decreased on the waterfront

<sup>91</sup> *A Report on Pacific Coastwise Shipping*, San Francisco Bay Ports Commission, pp. 15-28; Pacific American Steamship Association, *Domestic Water Transportation's Case Against Depressed Competitive Rail Rates*. Educational Pamphlet Series no. 7 (1947).

<sup>92</sup> Plant, *op. cit.*, p. 6.

<sup>93</sup> Roth, *op. cit.*, p. 7.

because of the refusal of the men to cooperate.<sup>64</sup> Again in 1946 the parties were involved in a fight over whether or not longshoremen were obstructing production; before a Department of Labor Fact-Finding Board the WEA charged the union was to blame for a steady fall in productive efficiency since 1934.<sup>65</sup> WEA Counsel Gregory Harrison testified that, "... due to the growing inefficiency . . . the per unit cost of handling cargo has far exceeded any cost due to increased wage levels."<sup>66</sup>

In answer to such charges the union flatly denied any responsibility for falls in productivity after the changes of 1934 had taken place. Rather, the union accused the employers of seeking to re-institute the speed-up system, of desiring to sacrifice the health and safety of the men for the sake of higher production, or of wishing to exploit the workers for higher profits. At the 1940 ILWU convention, Harry Bridges stated that, "... shipowners today are making money by the millions and can afford improvements and wage increases just as well now or better than ever before. Yet, we find them demanding increased restrictions, such as penalties against longshoremen and demanding speed-up in production without wage increases, and also insisting on the introduction of labor-saving devices."<sup>67</sup> And again in 1941, "... we must guard against the employers' announced intention to do away with so-called unnecessary men and to whittle down the working forces lest there be a re-introduction of the speed-up that formerly prevailed."<sup>68</sup> The union's position was that reasonable efficiency had always been provided, but that there was no agreement with the employers that there should be a return to the old days "where we had what we insist is much more than reasonable efficiency. . . ."<sup>69</sup>

<sup>64</sup> F. P. Foisie, *Seven Years—Foresight vs. Hindsight*, speech to the Industrial Relations Conference, Stanford University (March 27, 1941).

<sup>65</sup> *Report and Recommendations of the Pacific Coast Longshore Fact-Finding Board*, p. 26.

<sup>66</sup> *In re International Longshoremen's and Warehousemen's Union and Waterfront Employers Association*, testimony before Department of Labor Fact-Finding Panel, vol. IV (April 24, 1946), pp. 517-18.

<sup>67</sup> *Proceedings*, International Longshoremen's and Warehousemen's Union Convention, 1940, p. 89.

<sup>68</sup> *Proceedings*, International Longshoremen's and Warehousemen's Union Convention, 1941, p. 96.

<sup>69</sup> *In re International Longshoremen's and Warehousemen's Union #1 and Waterfront Employers Association*, Arbitration on a Wage Adjustment, vol. II (November 10, 1941), p. 80.

In 1946, the ILWU research director admitted in an arbitration hearing that productivity *had* dropped since prior to 1934, but that the bulk of the drop had occurred immediately following 1934 and reflected the intent of the 1934 strike—to reduce the speed-up. He added, “Far from being apologetic about the drop, the Union is proud of it.”<sup>100</sup>

What actually had been happening to productivity over these years? To this question there appeared to be no answer. At no point could the employers produce statistics of unquestionable accuracy and with a broad enough base to carry meaning. Likewise the union could not present evidence that productivity had not fallen over the years 1934 to 1948. The reasons are simple. The large number of variable factors influencing longshore work have, up to the present, defied accurate measurement. Ports, ships, piers, equipment, and company methods all present different problems. Labor productivity is affected by the type and physical condition of the ship, the nature and quantity of commodities carried, and by the distribution of cargo in hatches. There is also considerable variation in the units of measurement used—weight tons, space tons, long tons, and revenue tons. Time measurements vary from port to port—hatch-hours, gang-hours, and man-hours.<sup>101</sup>

There is no evidence which might indicate changes in tonnage of a given commodity handled per gang-hour over several years, a test which would reveal changes in productivity. If individual employers have such records, they have not been released, perhaps for competitive reasons. A qualified picture of productivity changes in the longshore industry has been created by Gorter and Hildebrand from a comparison of inputs of total gang hours and total dry cargo tonnage (long tons) handled over several years,<sup>102</sup> but the usefulness of the results is impaired by the fact that changes in commodities, equipment, and work methods over the period have not been taken into consideration. As we have seen in the earlier pages of this study, other surveys made by management, the Army,

<sup>100</sup> *In re International Longshoremen's and Warehousemen's Union and Waterfront Employers Association*, Involving a Request for a Wage Review, vol. III (December 21, 1946), p. 218.

<sup>101</sup> *Cargo Handling and Longshore Labor Conditions*, Bureau of Labor Statistics, pp. 17-19.

<sup>102</sup> Gorter and Hildebrand, *op. cit.*, vol. II, pp. 148-51.

and the War Shipping Administration were set aside in arbitrations as inconclusive or inadequately carried out.

The battle over productivity changes had been fought to a standstill by 1948. Whether productivity had gone up or down or remained stable could not be proved. It was only evident that the industry was not in a healthy condition, a state which could have been attributed to many factors apart from the actions of labor. That employers, plagued by economic insecurity, chose to lay the blame from time to time at the union's door only served to impair already strained relations. To the ILWU such charges represented a desire to revert to uncontrolled conditions on the job, a negation of hard-won gains. An unfortunate economic environment produced a situation between labor and management to which there appeared to be no solution. As Harry Bridges stated in 1941, "We could never agree on what was a fair day's work."<sup>108</sup>

#### Personality and Ideological Incompatibilities

Leaders, either union or management, may exercise so potent an influence that the results of a joint relationship will be heavily marked by the impact of their personalities. Such persons—for example, John L. Lewis, Sidney Hillman, Henry Ford, Tom Girdler—tend to impart to collective dealings the flavor of a particular philosophy or ideology. It has often been held that dominant personalities will push a relationship in the direction of peace or conflict, and that ideological compatibility of union and employer, if not sufficient alone, is certainly a necessary condition for a peaceful relationship.<sup>104</sup>

In Pacific Coast longshoring the influence of dominant personalities and divergent ideologies has been especially great. Out of union struggles to organize coast longshoremen in the early 1930's there emerged on both sides a core of leadership convinced of the rightness and integrity of its ideological position.

<sup>108</sup> *In re International Longshoremen's and Warehousemen's Union and Waterfront Employers Association, Arbitration on a Wage Adjustment*, vol. II (November 10, 1941), p. 108.

<sup>104</sup> For example: Donald B. Straus, *Hickey-Freeman Company and Amalgamated Clothing Workers: A Case Study*, National Planning Association (Washington: 1949), pp. 70-71; Douglas McGregor and Joseph N. Scanlon, *The Dewey and Almy Chemical Company and the International Chemical Workers Union: A Case Study*, National Planning Association (Washington: 1948), pp. 63-64; Eliel, "Industrial Peace and Conflict: A Study of Two Pacific Coast Industries," p. 495.

The Pacific Coast district of the ILA early in the 1934 dispute repudiated its conservative, business union leadership in favor of a more aggressive and militant man of the ranks who had caught and reflected the temper of West Coast longshoremen—Harry Renton Bridges.<sup>105</sup> It was Bridges who served as chairman of the Joint Marine Strike Committee which was organized to take over negotiations after the longshoremen rejected an agreement with the employers made by Joseph P. Ryan, international president of the ILA. It was Bridges who helped spearhead the formation of the Maritime Federation of the Pacific in 1935, which brought together in shortlived unity all Pacific Coast maritime unions. And again, it was Bridges who was elected district president at the ILA's coast convention in 1936, who led his longshoremen out of the AFL into the newly formed CIO in 1937, and who has served ever since as president of the International Longshoremen's and Warehousemen's Union. Colorful and dynamic, fully cognizant of the problems of the waterfront where he had worked since 1922, thoroughly confirmed in the correctness of his ideology, astute negotiator and powerful leader, Harry Bridges came to dominate the longshore labor relations scene.

On the employer side, until 1937, strategy was directed by a committee which represented four port associations—those of San Francisco, Seattle, Portland, and Los Angeles. After the 1934 strike members of the regional associations<sup>106</sup> negotiated no individual agreements with the union. The committee dealt centrally with the ILA, although in 1934 the contract constituted a series of agreements between the ILA, acting on behalf of various locals, and each of the port associations. Upon termination of the 1936–1937 coastwide stoppage, the committee was incorporated as the Waterfront Employers Association of the Pacific Coast, a permanent central authority designated to fix, establish, and maintain policies in all matters relating to longshore work and other employments ashore at Pacific Coast ports.

Run by a small professional staff, the WEA soon assumed an institutional identity, part of, and yet apart from, its membership.

<sup>105</sup> For biographical information, see Charles A. Madison, *American Labor Leaders* (New York: Harper, 1950), pp. 404–33; Bruce Minton and John Stuart, *Men Who Lead Labor* (New York: Modern Age, 1937), pp. 172–202.

<sup>106</sup> Only a small percentage of employers of longshore labor were not members.

Directing action were Frank P. Foisie, president of the WEA from 1938 on, and Brobeck, Phleger, and Harrison, legal counsel to the association. Frank Foisie, like Bridges, was not new to the waterfront. He had been commissioned in 1921 by Seattle longshore employers to establish a hiring hall patterned after the decasualization scheme successfully employed in Liverpool; later he acted as coordinator in the early regional association joint negotiating activities. Supported by some as a sincere promoter of the longshoreman's welfare and denounced by the ILWU as the would-be union-smashing, originator of the "fink hall," Foisie shared the stage with Harry Bridges in the conflict which followed.

Even before formal bargaining started, each side was impugning the motives of the other as regarded the goals involved in a labor-management relationship. During the 1934 strike the employers declared that the longshoremen were led by a radical and communistic group whose purpose was "... not to promote industrial peace," but "... to provoke class hatred and bloodshed and to undermine the government."<sup>107</sup> As the strike wore on, "... the press and public officials broke into a torrential attack upon 'reds' and 'subversive influences' among the strikers."<sup>108</sup> The Joint Marine Strike Committee retorted by accusing the employers and police of starting a "reign of terror" against the workers, "... who as American citizens and union men are trying to protect their jobs..."<sup>109</sup> Waterfront workers were backed up in this battle of accusations by the Strike Strategy Committee of the San Francisco Labor Council which issued a statement assuring the public that "... any violence that might arise will come not from labor but from the shipowners and the Industrial Association."<sup>110</sup>

This was but the opening salvo in an ideological battle which continued for the following 15 years, except for the war interlude, and reached its climax during the 1948 strike. The WEA repeatedly implied that the union leadership's policies were dictated not by legitimate trade union needs but rather by the desire to achieve radical political ends. The WEA could point to what appeared to

<sup>107</sup> Letter from T. G. Plant, president of the Waterfront Employers Union, to the Industrial Association, June 18, 1934, from Eliel, *The Waterfront and General Strikes*, exhibit JJ, pp. 220-21.

<sup>108</sup> Taylor and Gold, *op. cit.*, p. 411.

<sup>109</sup> Eliel, *The Waterfront and General Strikes*, p. 119.

<sup>110</sup> *Ibid.*, p. 125.

be the long parallelism in ILWU and Communist Party policy. Paul Eiel<sup>111</sup> has summarized this correspondence of attitudes:

“The organization [the ILWU] was one of those that, during the period before the German attack on Russia, had for its slogan, ‘The Yanks Aren’t Coming.’ Officers of the union in 1940 opposed the reelection of President Roosevelt on the ground that he was a warmonger. Before the German Army swept eastward into Russia, the war was an imperialist war to be bitterly opposed, but after June 21, 1941, it was a people’s war demanding full support of the allied nations. The union was demanding the opening of the second front even before American Marines landed on Guadalcanal. With the conclusion of hostilities, there was again a reversal in the attitude of the union. Hardly had the surrender of Japan been effected when the union was vociferously demanding the return of American troops from China. Its official position has followed that of the Communist Party in opposition to aid to Greece, to the Marshall Plan, and to American proposals for the control of atomic energy.”<sup>112</sup>

Most important in management’s case against the union, was the conduct of ILWU leadership in supporting, actively or tacitly, work stoppages called in violation of the provisions of the prevailing agreements—stoppages which were employed for a multitude of reasons, many designed to gain concessions from the waterfront employers, but many of which were political in nature and were intended to exert pressure on persons or agencies outside the confines of the shipping industry.<sup>113</sup>

There were the stoppages concerning the employment of strikebreakers and non-union men which took place between August 1 and October 12, 1934, in violation of the arbitration agreement. Hot cargo<sup>114</sup> job actions posed an especially acute issue in 1935 and early 1936, when arbitrator after arbitrator ruled long-

<sup>111</sup> Late San Francisco industrial relations consultant. Formerly, Industrial Relations Director of the San Francisco Industrial Association; Director, Division of Industrial Relations, Stanford University; Chairman, Pacific Coast Industry Board, War Shipping Administration.

<sup>112</sup> Eiel, “Industrial Peace and Conflict: A Study of Two Pacific Coast Industries,” p. 499; see also, Congress of Industrial Organizations, *Official Reports on the Expulsion of Communist Dominated Organizations from the CIO* (Washington: 1954), pp. 99-115.

<sup>113</sup> For a more complete outline than that which follows, see *Statement of the Waterfront Employers Association and the Pacific American Shipowners Association*, Pacific Coast Section Board of Inquiry, pp. 61-82.

<sup>114</sup> Hot cargo is “. . . cargo produced in plants, or originating in or destined for localities, or transported or to be transported by agencies, which are involved in labor disputes. These disputes are not between the employing stevedores and the longshoremen, but are between other employers and employees in crafts or trades

shoremen in violation of the award. Management could also point to the demonstration picket lines established throughout 1938 and 1939 protesting the shipment of scrap metal to Japan, the December 1945 stoppage to urge the return of American troops from overseas, the April 1946 Coos Bay incident which tied up a Dutch ship when longshoremen protested the refusal to permit the Chinese crew shore privileges, and the June 1946 price control stoppage protesting Congressional action taken on controls.

An apt commentary on the impossibility of constructive collective bargaining when stoppages are politically motivated was included in the 1948 report of the Congressional Joint Committee on Labor-Management Relations in the West Coast Longshore Industry:<sup>116</sup>

“Where the work stoppage involves issues between the employer and the employees, only the question of contract compliance or interpretation is involved. While frequent work stoppages over such matters seriously disrupt the industry, the development of a healthy collective-bargaining relationship which includes adequate adjustment machinery should relieve that condition.

“However, where the work stoppage is political in character and intended to bring pressure to bear upon some agency or official of government and does not involve a dispute between the parties over their relationship, quite a different problem is presented. It is a problem frequently faced in the maritime industry, for which collective bargaining can supply no determinative answer.”

But the ideological rigidity was not confined to one side of the relationship. If the WEA could complain of the union's obstructionism, the union, in turn, could point to the employers' acrimonious attitude to organization, their use of armed force, the attempted “deals” with the early conservative ILA leadership, and a history of personnel relations as callous as the employment relation was casual. And if certain of Bridges' statements were considered hostile by the employers, the ILWU could not fail to take the same view of such comments as the following, made during the 1934 strike:

“This strike is the best thing that ever happened to San Francisco. It's costing us money, certainly. We have lost millions on the water-

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other than that of longshoremen under the Award of October 12, 1934.” *In the Matter of Interpretation of Award of National Longshoremen's Board Relating to “Hot Cargo,”* Award of M. C. Sloss (September 27, 1935), p. 1.

<sup>116</sup> *Labor-Management Relations: West Coast Maritime Industry*, p. 22.

front in the last few months. But it's a good investment, a marvelous investment. It's solving the labor problem for years to come, perhaps forever.

"Mark my words. When this nonsense is out of the way and the men have been driven back to their jobs, we won't have to worry about them any more. They'll have learned their lesson. Not only do I believe we'll never have another general strike but I don't think we'll have a strike of any kind in San Francisco during this generation. Labor is licked."<sup>116</sup>

The WEA could call attention to 29 illegal stoppages called by returning workers between August and October 1934 to protest the retention of strikebreakers and the hiring of non-union gangs, but the ILWU could retaliate by mentioning the hundreds of its legitimate complaints filed during the same period charging discrimination and failure to secure reinstatement.<sup>117</sup> There was also the employers' blacklisting of longshoremen who refused to handle hot cargo, a practice which violated the award no less than did the refusals to work,<sup>118</sup> and the employers' procrastination in abiding by an arbitrator's award dealing with appropriate retroactive pay due longshoremen for the period between their return to work and the effective date of the 1934 award.<sup>119</sup> And always there were the employers' repeated demands for a return to certain pre-1934 work rules.

By 1948 this campaign of charge and countercharge had reached its height. In a brief submitted to the President's Board of Inquiry in August, the WEA presented a detailed comparison of statements made by Harry Bridges regarding the Marshall Plan and those made by "officials of the Communist Party," in which there was an attempt to demonstrate that the ILWU was motivated by political considerations having no relation to its contractual arrangement with the employers.<sup>120</sup> Bridges' reply to this was:

"If this stuff belongs in the report, we can show that the employers followed the actions of fascists, Nazis and Japanese. I can do a beauti-

<sup>116</sup> Statement of William H. Crocker, as reported by the United Press in *The Seamen's Journal*, August 1, 1934, p. 118.

<sup>117</sup> *Investigation held before the United States Maritime Commission* (San Francisco: October 26 and November 12, 1936), p. 74.

<sup>118</sup> *Proceedings*, Longshore Labor Relations Committee, September 23 and 25, 1935.

<sup>119</sup> Liebes, *op. cit.*, pp. 129-31.

<sup>120</sup> *Statement of the Waterfront Employers Association and the Pacific American Shipowners Association*, Pacific Coast Section Board of Inquiry, pp. 29-41.

ful job using statements of Mussolini, Hitler, Goebbels and Goering, whose quotes would compare nicely with those of the shipowners.<sup>121</sup>

The attainment of a cooperative atmosphere had seemed difficult before, but by 1948 such a development appeared impossible. One of Foisie's attacks on Bridges, following the latter's announcement that he would be willing to step aside in order to facilitate negotiations with the employers, demonstrates the completeness of ideological deadlock:

"Your 14 year party line record of irresponsibility and double-dealing proves that any contract which you and your leadership are ultimately to administer, no matter how or by whom negotiated, is worthless."<sup>122</sup>

### Inter-union Warfare

This survey of the environmental factors contributing to conflict in the longshore industry would be incomplete without brief reference to the effect inter-union rivalries have had upon the labor-management relationship. The clashes which took place from 1936 onward between the two largest and most powerful maritime unions on the Pacific Coast—the International Longshoremens' and Warehousemen's Union and the Sailors' Union of the Pacific—played their part in preventing industrial peace. Ideological differences, jurisdictional disputes, and competition over wages and conditions kept the ILWU and SUP in a turmoil and further disturbed the already chaotic labor scene.

Probably the most crucial factor in the split which existed, and for that matter still exists, between the two unions was the divergence in the personal views of Harry Bridges and Harry Lundeberg. During the early years of established unionism, 1934 to 1936, labor unity and strong trade unions were the major aims of both unions and little cause existed for disagreement. However, shortly after the formation of the Maritime Federation of the Pacific in 1935, it was apparent that different long-term objectives and the means of attaining them were beginning to cause ill-feeling between the two leaders.

Whereas, previously, the orientation of Lundeberg had appeared to be syndicalist in character, with the SUP's gradual achievement of security came modifications in the secretary-

<sup>121</sup> *San Francisco News*, August 10, 1948.

<sup>122</sup> *San Francisco Chronicle*, October 24, 1948.

treasurer's attitudes.<sup>123</sup> Goals involving the eventual displacement of employers were replaced by an acceptance of the permanent existence of an employing class and an adoption of the objectives of business unionism. Bridges, on the other hand, continued to fight on the radical front, regarding the employer as a hostile force and Lundeberg as a traitor to the cause.<sup>124</sup>

With the final withdrawal of the SUP from the MFP in 1938, the radical phase of the SUP came to an end. From that time on, the attacks of the two leaders on each other increased in intensity. Lundeberg has repeatedly charged Bridges with using the labor movement for private political reasons. Bridges, in turn, has accused Lundeberg of selling out to the employers, of wrecking maritime labor unity, and of ignoring the strategies of fellow unions in order to gain superior conditions for the sailors.

The breakup of the rather tentatively united labor front in 1938 led to an intensification of those jurisdictional problems which had existed previously. Job actions and violence broke out over certain shore work which sailors had been accustomed to perform, such as painting, cleaning, and repairing. The affiliation of the ILWU with the CIO in 1937 touched off another battle when the longshoremen supported the National Maritime Union-CIO in its jurisdictional quarrel with the SUP. Bridges personally led his men through SUP picket lines which had tied up an NMU-manned ship in San Francisco.<sup>125</sup>

A long-standing fight over whether sailors or longshoremen should have the right to load steam schooners, those ships operating in the coastwise trade, was also the subject of numerous job actions. Traditionally sailors held jurisdiction over this job, but longshoremen have contested the right since the 1880's when lumber longshoremen refused to share the work with crews. The dispute was settled for a short while by Samuel Gompers who ruled in 1907 that on lumber ships the crew would handle cargo aboard ship unless extra men were needed and longshoremen would handle it ashore. This ruling did not prove a lasting solution. Longshoremen were soon attempting to gain full control of loading, and continued the fight until the break-up of the unions in

<sup>123</sup> Secretary-treasurer is the highest office in the SUP. A chairman is elected to preside over each separate convention.

<sup>124</sup> Gorter and Hildebrand, *op. cit.*, vol. II, pp. 268-76.

<sup>125</sup> Lampman, *Collective Bargaining of West Coast Sailors, 1885-1947*, pp. 202-203.

1919. The battle was renewed in 1934; in 1937 an agreement was made whereby employers would continue to employ sailors in the performance of cargo handling only on those ships where work was customarily performed by them.<sup>126</sup> But in spite of this and later attempts to solve this problem by agreement or arbitration, the dispute continued. The freighter *Pacificus* was tied up at San Pedro for three months in late 1954 and early 1955 over loading rights. Although a compromise was finally reached between the SUP and ILWU on a single vessel basis, the major problem of permanent jurisdiction remained untouched. Again in March 1955 the same dispute broke out on the same ship in San Pedro.<sup>127</sup> The fact that coastwise shipping has almost disappeared since the war has apparently in no way diminished the importance of the loading issue to the two unions. The ILWU is determined to capture this small area of jobs completely, and the SUP is just as determined to maintain its hold.

The bad feeling which exists between the unions and their leaders has also led to some involvements which are not so obviously problems of jurisdictional security, but, rather, attempts to discredit or impede the progress of the other union. One such incident took place at Coos Bay, Oregon, in 1946. During World War II the SUP had organized all three departments on West Coast tankers—deck, engineroom, and cooks and stewards. In 1946 an effort was made to extend this pattern and a contract was signed to handle 14 dry cargo vessels. On June 30 the longshoremen, acting in response to requests for aid from the Pacific Coast Firemen (MFOWW-Ind.) and the Marine Cooks and Stewards (MCS-CIO), refused to load one of these ships, the *Mello Franco*, then in the lumber port of Coos Bay. In retaliation the SUP froze the port, refusing to sail on any ships. The CIO then declared all ships of the company “hot.” The SIU-SUP and ILA-AFL responded by picketing CIO ships on the East Coast. The tie-up continued for five months until the company was forced to sell the *Mello Franco* to a foreign line.<sup>128</sup>

<sup>126</sup> *Statement of Waterfront Employers Association and the Pacific American Ship-owners Association*, Pacific Coast Section Board of Inquiry, pp. 99–101.

<sup>127</sup> *San Francisco Chronicle*, January 26, 1955, and March 22, 1955.

<sup>128</sup> See *Report of a Three-Man Commission Investigating the Facts Leading to the Tie-up of the S.S. Mello Franco at Coos Bay, Oregon* (August 17, 1946); also, Lampman, *Collective Bargaining of West Coast Sailors, 1885–1947*, pp. 281–83.

Neither union passed up an opportunity to attack the other. And neither leader relinquished a chance to smear the character, responsibility, or motives of the other. For example, in 1948, the newspaper of the sailors stated:

“He [Bridges] always sneaks behind doors and negotiates with the employers, which he is doing right now, while at the same time he is attempting to drag the other unions to the front to take the heat off him; but when it suits him and the Commie hacks to make a deal with the employers, they do.”<sup>120</sup>

And in 1953 the ILWU said:

“Harry Lundeberg has gone completely off his rocker in blowing up phoney jurisdictional beefs and then in working out deals with Taft and some of the other anti-labor characters in the Eisenhower administration.

“The fact is that there’s nothing in any of these deals for the rank and file workers, no matter how much Lundeberg thinks they help build him up to be the West Coast waterfront czar, or to be the new Republican ambassador to Norway for which he is dickering.”<sup>120</sup>

Under these circumstances the insecurity which ordinarily stems from rival unionism and which stimulates aggressive competition for wages and conditions was magnified. In a battle in which personalities had become so important, the leadership prestige attached to superior gains was great enough to encourage extreme measures for the sake of coming out ahead in annual negotiations. The fact that during most of the time seven unions<sup>121</sup> were participating in the race added to the confusion. In addition, varying contract termination dates meant that those unions negotiating early in the year tended to set their limits high in order to anticipate any concessions which might be given to those settling later; unions negotiating later attempted to better the gains already made by other crafts. The reality of this particular problem was very clearly demonstrated in 1946 when a nationwide maritime

<sup>120</sup> *West Coast Sailor*, April 16, 1948.

<sup>120</sup> International Longshoremen’s and Warehousemen’s Union, *Second Message to Teamsters from Bay Area Longshoremen* (no date).

<sup>121</sup> ILWU, SUP, National Marine Engineers Beneficial Association (MEBA), National Organization of Masters, Mates and Pilots of America (MMP), Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association (MFOWW), National Union of Marine Cooks and Stewards (MCS), American Radio Telegraphists Association (Later represented by the American Communications Association, then, in 1948, the American Radio Association).

strike was precipitated by attempts of the CIO unions to equalize gains made separately by the SUP.

Although management was not directly involved in the inter-union warfare which took place from 1936 on, the effects on labor-management relations were certainly negative. The difficulties of negotiation were increased by the unpredictability of the unions' positions and the interdependency of claims. It is estimated that the longshoremen alone engaged in 47 minor strikes over jurisdictional issues between 1934 and 1947.<sup>132</sup> It is impossible to estimate how great an effect inter-union strategies have had in lengthening major strikes. In this sphere the employers may have played a part. There is the probability that the employers used the shifting balance of power between the two unions to achieve their own ends and hence increased the reasons for antagonism between the SUP and the ILWU. It has been suggested<sup>133</sup> that prior to 1948 the operators may well have deliberately followed a policy of generous wage concessions to Lundeberg in hopes of weakening the political position of Bridges. Evidence to support this contention is provided by the fact that in 1937, 1946, and 1948 the employers reached separate agreements with the SUP, in the last two cases offering better terms to the sailors.

#### CULMINATION OF CONFLICT, 1948

As mentioned in the introduction to this study, the labor-management warfare which had gone on in the longshore industry since about the middle of the nineteenth century ceased in 1948. The strikes, lockouts, personal vituperation, legal procedures, and reliance on third parties which had been major features of the relationship from 1934 to 1948 were discarded. For the last seven years both the ILWU and the Pacific Maritime Association<sup>134</sup> have shown a new desire for peace; there has been no indication of a willingness on either side to revert to the practices of former days. An attempt has been made to explain some of the reasons for the pattern of conflict in the longshore industry. It remains to examine the abrupt conversion which took place at the end of 1948 and the

<sup>132</sup> Gorter and Hildebrand, *op. cit.*, vol. II, p. 343.

<sup>133</sup> *Ibid.*, vol. II, pp. 141 and 267 n.

<sup>134</sup> A federation of the Waterfront Employers Association and the Pacific American Shipowners Association which took place on April 1, 1949.

subsequent development of a more constructive collective bargaining relationship.

*The 1948 strike.* On September 2, 1948, the ILWU called a strike which was to last 95 days, the second longest in the industry's history. The incidents which led to this costly<sup>185</sup> stoppage indicate the advanced state of rigidity which had been reached on both sides.

The initial issue in 1948 was the legality of the hiring hall. There can be no question but that Congress, in amending the National Labor Relations Act in 1947, intended to place some restriction upon the unilateral control over hiring exercised by unions where there was, as in the maritime industry, a closed shop and union hiring hall:

"It is clear that the closed shop which requires pre-existing union membership as a condition of obtaining employment creates too great a barrier to free employment to be longer tolerated.

"In the maritime industry and to a large extent in the construction industry union hiring halls now provide the only method of securing employment. This not only permits unions holding such monopolies over jobs to exact excessive fees but it deprives management of any real choice of the men it hires. Extension of this principle to licensed deck and engine officers has created the greatest problems in connection with the safety of American vessels at sea."<sup>186</sup>

Anticipating the June 15, 1948, contract termination date, the Waterfront Employers Association notified the ILWU by letter in early February that before a new contract could be negotiated steps would have to be taken to bring hiring procedures into line with the Taft-Hartley law.<sup>187</sup> The employers' letter immediately threw the union into a state of opposition which precluded the possibility of fruitful discussion of the issue. Local 10, the largest longshore group in the ILWU, held a stop-work meeting after the WEA's notification and passed a resolution urging non-compliance

<sup>185</sup> Employers estimated at the end of the strike that longshoremen and offshore workers had lost approximately \$30 million in wages. Revenue losses were more difficult to calculate, but it was believed that about \$605 million in cargo was lost. *Waterfront Employers Association-Pacific American Shipowners Association Joint Press Release*, December 5, 1948.

<sup>186</sup> *Report of the Senate Committee on Labor and Public Welfare*, U. S. 80th Congress, 1st Session, Senate Report 105 on S. 1126 (1947), p. 6.

<sup>187</sup> See *Pacific Coast Maritime Report*, March 9, 1948.

with the Act and union unity if a strike were necessary to preserve hiring hall principles.<sup>188</sup>

The WEA assured the public and the ILWU that it had no desire to eliminate the hiring hall, but only a responsibility to observe the law:

“... it is against the law for us to sign a contract providing for a hiring hall with a Dispatcher elected by the union. . . . With union control over him and his control over the job, there is union control of the job. That means that anybody looking for a job would be influenced to join the union before applying. There is discrimination and influence just by the mere fact of the Dispatcher being a union officer.

“To maintain the hiring hall and the equalization of work opportunities under it, the employers have offered to the ILWU that the Dispatcher be selected by an appointee of the Director of the Federal Mediation and Conciliation Service. . . .”<sup>189</sup>

The union's answer was to open negotiations officially by presenting a list of 13 contractual demands, the first of which was the retention of the former method of selection of hiring hall dispatchers. The only WEA proposal on the hiring hall that the union was willing to accept was that preference of employment be given to men with previous experience in the industry.

At this early stage deadlock was reached and negotiations were broken off. On April 28, in accord with Taft-Hartley law procedure, the WEA notified the Federal Mediation and Conciliation Service that a dispute was in process and that there was a possibility of a strike. A series of meetings between the two parties, with conciliators presiding, was held between May 11 and 25, but neither the ILWU nor the WEA deviated from its previous position. The union maintained that the employers were intent on “union-busting” and re-establishing the “fink halls” of pre-1934 days. On the other hand, the WEA protested that its only desire was to avoid entering into an illegal contract.

It is undoubtedly correct to say that the dispute arose over the provisions of the Taft-Hartley law, in that the hiring practices the employers sought to change might have been in violation of the law if continued. However, the position taken by the employers throughout the previous 14 years indicated that the law did not create the issue which gave rise to the 1948 strike. The Taft-

<sup>188</sup> *ILWU Dispatcher*, February 20, 1948.

<sup>189</sup> *WEA Shoreside Report*, April 1948.

Hartley law merely appeared to give legal support to certain of the proposals repeatedly advanced in the past by the employers.

On June 3 a fact-finding board was appointed by the President and in its final report qualified management's position in the dispute:

"While their insistence is based on the ground of the requirement of the law, they [the employers] also appear to be dissatisfied with the current hiring practices apart from the question of law."<sup>140</sup>

Regarding negotiations the Board stated:

"Progress toward settlement of the dispute has been made only in those instances in which the employers have manifested a willingness to continue the current provisions and practices [of employment] pending a final judicial determination of their validity. Where the employers have been unwilling so to stipulate the situation has in general worsened.

"... the meetings have been fruitful only in charges of bad faith and intensification of distrust and bad feelings... The prospects of settlement prior to the discharge of the injunction pursuant to Section 210 seem slim indeed."<sup>141</sup>

One day after the Presidential Board had concluded its hearings, the WEA filed unfair labor practice charges against the ILWU for: refusing to bargain collectively until and unless new contracts were arrived at by five other maritime unions, refusing to bargain on contract clauses to be substituted for provisions which violate the law, and attempting to cause the industry to enter into a contract in violation of the law. By this move the WEA probably hoped to hasten a decision from the NLRB on the legality of the hiring hall.

On the basis of the fact-finding board's preliminary report, filed on June 11, two ten-day restraining orders were issued to prevent a strike after the contract termination date of June 15, and the parties met again under the direction of Federal mediators. Seven new supplementary demands were presented by the ILWU, but little consideration was given by either party to questions other than those involving the employment system. An important proposal was made by the ILWU, one which was, in general, to be finally agreed upon some five months later. The union sug-

<sup>140</sup> *Final Report to the President on Labor Disputes in the Maritime Industry*, Pacific Coast Section Board of Inquiry (August 13, 1948), p. 29.

<sup>141</sup> *Ibid.*, p. 3.

gested that (1) the same hiring system (union-elected dispatchers) then in use be continued pending final court determination of legality, (2) that the legal question at issue then be submitted at once to the proper court, and (3) that the contract include a clause providing for renegotiation of the issue in case of a determination by a court of last resort that the current method of hiring was illegal. Into this package the union inserted a request for retroactivity to June 16, 1948, on whatever money settlement was finally made.

The WEA rejected the section asking for temporary continuation of a union dispatcher and the union withdrew its composite offer. The following day, July 2, the Government's 80-day injunction went into effect and contact between the two parties was practically suspended for the next seven weeks.

Not since 1934 had a dispute between the longshoremen and their employers centered so completely around a basic sovereignty issue. For management, never resigned to complete union control of hiring, the passage of the law was the cue for a new effort to secure impartial third-party control of hiring. The union, however, viewed this action as an attempt to destroy the result of many dearly won battles for security. The magnitude of feeling aroused was evidenced by the apparent lack of interest shown by either party in the usual group of economic issues commonly dealt with at contract negotiations. The ILWU was caught between two forces, the Taft-Hartley law and the WEA. A union offer to retain the status quo until the law was tested was flatly rejected. The WEA was prepared to play a hard game, perhaps gambling (correctly) on the possibility that the same sort of hiring halls would be declared illegal in a test case then underway on the Great Lakes.<sup>142</sup> In such an atmosphere true collective bargaining was impossible.

<sup>142</sup> *In re NMU-CIO, et al. and The Texas Company, et al.* (August 19, 1948), NLRB case no. 13-CB-19. "The hiring hall provision in question does not on its face require that the companies discriminate in favor of N.M.U. members. . . . It is thus contended by the respondents that there is nothing on the face of the agreement which contemplates a discrimination in violation of section 8 (a) (3). We do not pass upon whether the hiring hall provision would be unlawful absent evidence that in supplying the companies with personnel, N.M.U. discriminated against nonmembers. The record establishes, and we find, that in the operation of the hiring halls in question, such discrimination against nonmembers did exist, and that the respondents and the companies contemplated that such discrimination would continue if the hiring hall provision was included in the 1948 agreement."

On August 10 the President's board reconvened to hear the last offers of the parties. The ILWU submitted an unchanged list of all previous demands. The WEA made four minor concessions and presented a lengthy statement in which it became evident that the employers' line of opposition was beginning to shift away from the hiring hall issue. In some detail the WEA outlined charges that ILWU leaders were following the Communist party line and were guided "in their approach to the problems of the industry by a political and ideological philosophy diametrically opposed to that of the employers."<sup>148</sup> On this note contact between the parties was again broken off with agreement on no major point of difference.

With the September 2 deadline for strike action drawing near, there was another increase in activity. On August 25 Harry Bridges and Frank P. Foisie of WEA met in secret. What was discussed is not known, but three days later full-scale negotiations were resumed and an important concession was made by the employers and accepted by the union. The hiring hall proposal previously made by the ILWU was accepted in a slightly modified version: that the provisions of the contract be continued concerning dispatching halls and preference of employment provisions, subject to the stipulation that, in the event of a legally binding decision of any court on the issue, the whole topic would be renegotiated at the request of either party. With this decision the barrier to a peaceful contract negotiation was apparently removed. The parties immediately turned to economic issues.

The day before the 80-day injunction was due to expire little remained to be settled: a three-cent difference over wages, a decision as to retroactivity, and a dispute over a provision for disciplining of individual longshoremen. It now appeared that a strike would be unnecessary. The remaining controversial issues in no way represented material on which to base a stoppage. An extension of the strike deadline for a week would most likely have allowed ample time to clear up remaining differences. At this point an external factor entered the situation. Early in the spring the ILWU had entered into a union unity pledge; five maritime

<sup>148</sup> *Statement of the Waterfront Employers Association and the Pacific American Shipowners Association, Pacific Coast Section Board of Inquiry, p. 29.*

unions<sup>144</sup> had agreed to strike if any of the unions failed to reach a satisfactory contract settlement. Apparently the inability of the National Union of Marine Cooks and Stewards to reach agreement with the Pacific American Shipowners Association caused a last-minute change in ILWU strategy. Suddenly the longshore union insisted on complete settlement of its remaining minor demands. Agreement was impossible, and on September 2 the maritime unions went on strike.

On the basis of what had gone before, the strike promised to be a short one. The lack of a real issue would not sustain the support of ILWU membership for any length of time. But again an external factor remolded the situation. If the union had started the strike without strong reason, management prolonged it in the same way. On the morning of September 2, the employers, no doubt driven to extreme measures by the unexpected reversal in the situation, picked up the theme used before the President's fact-finding board in support of the WEA's position: Communist influence within the ILWU. Now, instead of citing such influence as the cause of irresponsibility on the part of the unions as they had in the past, the employers suddenly chose to regard this as a reason for refusing to bargain. The WEA announced, "No more negotiations will be held and no contracts will be signed with any such unions unless and until their officers have disavowed communism."<sup>145</sup> And so an issue was created to justify the ILWU's strike action and to bring membership solidly into line behind its leadership. The following day the WEA and PASA issued a formal policy statement expanding their new position:

"The industry has finally faced the fact that it cannot continue to operate as it has in the past 14 years. That kind of operation has destroyed the confidence of shippers in Pacific Coast ports and has curtailed shipping, the life blood of our port communities. We cannot continue to operate with union leadership intent on the industry's destruction. To represent our employees from now on, union leadership must disavow Communism, as any real American would be proud to do."<sup>146</sup>

Aside from the opportunity this move gave the ILWU to

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<sup>144</sup> ILWU, Marine Cooks and Stewards-CIO, Marine Engineers Beneficial Association-CIO, American Radio Association-CIO, Marine Firemen, Oilers, Water-tenders and Wipers-Ind.

<sup>145</sup> *WEA Shoreside Report*, September 7, 1948.

<sup>146</sup> *Loc. cit.*

whip up sentiment over an employer invasion of the union's private territory, the invoking of yet another clause of the unpopular Taft-Hartley law could hardly have been better planned to drive the union even further from a conciliatory position and back behind the stone wall of antagonism thrown up early in the spring when the hiring hall was attacked by the same means.

As the strike continued, the weaknesses in a narrow policy based entirely on attacking union leadership became more and more evident. In the first phases of the battle the employers based their case on a single point: before bargaining could be resumed the leadership of the ILWU and MCS must sign non-Communist affidavits. In a series of publicity releases, newspaper advertisements, and public speeches, the WEA and the PASA emphasized the close resemblance of the particular unions' policies to the policies of the Communist Party during the preceding 14 years, and described the irresponsibility in collective bargaining which they believed had resulted. This approach left the employers in a poor strategic position. If, in the end, they were forced to bargain with the unions whether their leaders signed affidavits or not (as actually happened) there could be no question of resuming contact under a face-saving compromise. A month later management worsened its position by changing from a demand for non-Communist oaths to a flat refusal to do business with the current leaders at all:

"It is our considered judgment that as long as the present party line leadership is in complete control of the longshoremen and stewards it is impossible to do business with them."<sup>147</sup>

In the fight to gain public sympathy the employers did very poorly from the beginning. When the Army announced that it would have to continue loading cargo for its forces and civilian workers overseas, the ILWU offered to do the work either at current rates, with retroactivity when the new terms were settled, or at the rates asked for during previous negotiations. The WEA, on the other hand, refused to cooperate with the union on loading Army cargo on the grounds that it could not deal with "... Communist Party line labor leaders, self-sworn to the destruction of the

<sup>147</sup> Waterfront Employers Association-Pacific American Shipowners Association, *White Paper on the West Coast Maritime Strike* (October 11, 1948).

American Merchant Marine."<sup>148</sup> The Army was forced to hire long-shoremen directly through Civil Service procedure, but later contracts were made with non-WEA stevedoring companies to use ILWU members on Army cargo. By its action in this case the ILWU not only gave the impression of responsibility but also kept a certain amount of pay circulating during the strike.

Another incident bolstered the union's position. On October 4 all San Francisco papers carried a PASA- and WEA-sponsored advertisement with a photograph of Harry Bridges and Molotov drinking cocktails together. On October 6 the ILWU followed this up with advertisements including a photograph of Dr. Henry F. Grady, president of the American President Lines, shaking hands with Molotov. The ILWU explained that both pictures had been taken at a reception given for the Russian minister during the United Nations conference in 1945.

As the strike wore on and it became obvious that management's only requirement for settlement was the right to determine who should represent labor, dissension grew among the members of the Waterfront Employers Association. Apparently certain members were not eager to hold out against the union on an issue which made settlement virtually impossible. When the Matson Navigation Company and the American President Lines joined the dissident group, the balance of power was swung and behind-the-scenes moves were made to reopen negotiations.<sup>149</sup>

In the meantime, Allen Haywood, then director of organization of the CIO, had arrived in San Francisco to attempt to bring the parties together. Preliminary meetings were held with representatives of the ILWU and MCS and certain shipping companies. A plan was drawn up at these informal meetings whereby the CIO would underwrite the final contract if the WEA would withdraw its non-Communist oath request. Bridges, as he had twice before, offered to step aside as a negotiator and allow a rank-and-file negotiating committee elected by secret ballot to take his place.<sup>150</sup> The WEA, as opposed to certain of its members, continued to hold out on the grounds that it would not deal with irresponsible union leadership.

<sup>148</sup> *Waterfront Employers Association Press Release*, September 11, 1948.

<sup>149</sup> Kerr and Fisher, "Conflict on the Waterfront," p. 20.

<sup>150</sup> The offers were made on September 30, October 14, and 16.

About two weeks later there was another sign of positive action. Almon E. Roth, president of the San Francisco Employers Council and a prominent figure in shipping circles, entered into discussions with Bridges and Haywood. A new plan was constructed: both the CIO and the San Francisco Employers Council would underwrite a new contract; if no agreement was reached in 10 days, then the last WEA offer and a union recommendation for refusal or acceptance would be submitted to the ILWU membership for a vote. By November 7 this plan had been accepted by WEA, PASA, ILWU, and MCS. On November 11 full-scale negotiations were again underway.

The WEA's sacrifice of its stand on the Communist issue was apparently due to the strong shift of opinion within management groups against perpetuating a hopeless fight. Although face-saving was extremely difficult under the circumstances, the offer of the CIO and the SFEC to underwrite a contract provided a certain amount of protection against appearing to have accepted unconditional defeat.<sup>161</sup> The likelihood that either the CIO or the SFEC might have had any influence on conduct of the parties under the contract was very slight. For example, the connection between CIO and the ILWU was tenuous in the extreme. Bridges had been under heavy attack by the national organization during 1948, and less than two years later the CIO was to revoke the charter of the ILWU for Communist-dominated leadership.<sup>162</sup>

*The settlement.* The employers presented an entirely new front to the union when final negotiations were opened. In the end it was the leaders of the employers who had changed rather than the leaders of the union. Frank P. Foisie, president of the WEA, was absent, as were the customary WEA attorneys. Dwight Steele of the Hawaii Employers Council, former president of the Northern California Distributors Association and a person who had had considerable success in the past in dealing with warehouse locals of the ILWU, was called in to act as chief negotiator for the employers. None of the former professional negotiators were present;

<sup>161</sup> The *WEA Shoreside Report* (December 7, 1948) handled the outcome fairly gracefully: "In keeping with what the newspapers actually called a 'new look' in waterfront labor relations, neither side claimed or wanted to claim, a victory. Rather the new contracts were hailed as a victory for collective bargaining in good faith."

<sup>162</sup> Congress of Industrial Organizations, *loc. cit.*

each of the 20 employer representatives was actively engaged in the shipping or stevedoring business.

In 16 days full agreement was reached by negotiation. After a further short delay, caused by the Sailors' Union over loading of steam schooners, all West Coast ports opened on December 6. As far as standard items went, the final contract was very satisfactory from the union point of view and contained little that the employers were not prepared to consider seriously before the strike started. The hiring hall stipulation remained the same, a raise of 15 cents was granted (two cents higher than the last union demand, but not including retroactivity), the ten-hour maximum shift was reduced to nine hours, and longshoremen were in future to receive one scheduled full day off a week.

Certain new features were included, however, which deserve special consideration, for they represented the birth of a new attitude to the bargaining relationship. First, the contract was scheduled to run, with yearly wage reviews, until June 15, 1951, an unprecedented length of time in the Pacific Coast maritime industry. Second, a provision was inserted which banned strikes and lockouts during the life of the agreement. Third, a new five-step, streamlined grievance procedure was instituted which emphasized resolution of minor difficulties on the job level between the gang steward and the walking boss.

Fourth, an attempt was made to localize disputes. Limitations were placed on the jurisdiction of the Coast Arbitrator and Coast Labor Relations Committee in certain fields, i.e., methods of maintaining registration lists, operation of hiring halls, interpretation of working or dispatching rules, interpretation or enforcement of sling-load limits, etc. Fifth, the great mass of arbitration awards which had been accumulating for years and were in use as precedents were thrown out or incorporated in the language of the new contract. Only two years before, the ILWU had asked that all arbitration awards prior to December 1940 be wiped from the record. The employers' reply at that time was:

"To wipe out the first six years of those basic and extremely important arbitrator's decisions would destroy more than half of our basic interpretative guides to our contract. . . . It would result in more work

stoppages and would be a detriment to the longshoreman who is seeking a continuous uninterrupted job."<sup>158</sup>

With alarming suddenness the longshore industry heaved itself out of a rut so well worn and deep that few persons in the past had been optimistic enough to believe that any other path was possible, even if desirable. From apparently irreconcilable differences came a constructive plan for the future. Suspicion, bitterness, and invective one day, and reasonableness the next. Why?

If it is true that certain environmental influences, as outlined earlier in this study, produced the ILWU-WEA bargaining relationship of 1934 to 1948, then it must follow that the about-face of the two parties in 1948 can be understood in terms of a radical change in the former, relatively unvarying, influential factors. A diminution or elimination of underlying causes of conflict must have occurred to cause the shift from a time-worn pattern of non-cooperation and mutual compulsion to destroy the other party to the positive attitude expressed in the joint statement issued at the conclusion of negotiations in 1948:

"We have come to an agreement which we believe to be fair to all. It meets the economic needs and several problems of both sides, and was reached in a true spirit of compromise. The agreement is based on complete good faith, and the Union and Employers are pledged to continue that spirit into the future. In our opinion, this contract, and this new spirit, can mean a new era for West Coast shipping, with more cargoes and more jobs for all of our ports."<sup>154</sup>

*What had changed the situation?* No one cause can be pinpointed as the crucial factor in the transition which took place in 1948. Almost as many influences were at work to change the bargaining setup as had been in operation over the preceding years to keep the relationship in a state of stagnation.

As we have seen, the long-run decline of trade through West Coast ports had operated to the detriment of labor relations rather than as a reason for increased cooperation for the purpose of furthering the potentialities of the industry. So it would be misleading to assume that economic pressures in 1948 were the sole cause of a more conciliatory attitude on the part of management.

<sup>158</sup> Pacific American Shipowners Association and Waterfront Employers Association, *A Report to the People from the Shipping Industry on the Pacific Coast*, p. 16.

<sup>154</sup> WEA *Shoreside Report*, December 7, 1948.

The events which took place throughout the injunction and strike periods substantiate this conclusion. However, it would also be a mistake not to consider the economics of the industry as having some importance in the changes which took place. It has been suggested,<sup>185</sup> that with the dissension which arose among individual employers during the strike as to the justifiability of management's position came a close examination by management of its personal responsibility in the bargaining situation. As the strike wore on and losses mounted, the necessity to cease abetting irrational conflict became clear to certain younger and more liberal elements in the shipping trade, and a critical review of the premises upon which the union relationship had been built followed.

It had been obvious for some years that radical measures were necessary to halt the decline in cargo tonnage. Those groups of employers who saw the answer only in a complete destruction of the ILWU or in a well-armed truce were, for the first time, outweighed by a third group, those who proposed that a definite attempt be made to work with, rather than against, the union.

The union too was feeling economic pressures. Longshore employment had declined seriously below wartime levels in all Pacific Coast ports. Undoubtedly there was some membership unrest and a desire of the leadership to improve the employment opportunities of registered longshoremen. However, there had been equally poor employment markets in the past without significant changes in the union's attitude to bargaining. It is likely that this factor played only a moderate role, if any, in 1948.

When we turn to the personalities and ideologies involved we see a more violent upheaval and more drastic readjustment. The ideological differences, personified in Harry Bridges and Frank Foisie, which had colored all other issues during the life of the relationship, became *the* issue in 1948. The tensions which had never been eased, only re-enforced, caused a final showdown; Harry Bridges became a symbol, the issue in a climax which pushed all past battles into the background.

The lengthy, fruitless negotiations, the exasperating absence of give-and-take, and the final, frustrating breakdown on September 2 after almost total agreement had been reached, caused the bitterness which had been cumulating on the WEA's side over the

<sup>185</sup> Kerr and Fisher, "Conflict on the Waterfront," p. 20.

previous 14 years to burst forth in full force. Once the real issue—the incompatibility of the attitudes of the two leaders—was laid bare, circumstances dictated the only direction events could take. As management direction of who should lead labor brought the WEA well outside its authority, it followed that if bargaining was ever to be resumed it was the WEA which had to give in. The rebellion of the majority of ship and stevedore employers against the policy of the WEA old guard caused this retreat to take place.

When the Communist issue had been put to rest and negotiations were resumed, Frank Foisie had been replaced as chief negotiator. Also absent were the attorneys whom the WEA had used in the past to spearhead its operations. By making these changes the employers eliminated a crucial inflexibility on their side of the table. The need for maintaining a position previously determined by the juxtaposition of incompatible personalities no longer existed. It was now possible to reapproach the problem of labor-management relations with a true “new look” on the part of management.

A third important change contributed to the revised relationship which resulted in November 1948: the parties completed talks on basic revision of a contract and came to final collective agreement without resorting to the aid of third parties or specialists. Although lawyers of the WEA were allowed to check the work of the negotiators, their suggestions, on the whole, were ignored. The attitude of the committee to future use of third parties was reflected in the contract. Opportunities for arbitration were reduced to the minimum—a radical departure from past practices in the longshore industry; the emphasis was on settlement on the lower levels. Apparently the intention was to steer clear of the imposed settlements which had satisfied neither party since the first one was handed down in 1934.

As far as the union was concerned, security appeared to be the important factor influencing its actions during this period. The attacks on the hiring hall and then on ILWU leadership drove straight to the foundation of the complicated structure which the union had thrown up over its lifespan to protect its position. The satisfactory settlement of the hiring hall issue and the virtual elimination of the union’s longstanding enemies in the other camp might well have caused the ILWU to step forward free to engage

in constructive collective bargaining. This is the *increase in security* factor.

On the other hand, there were *decrease in security* factors of such a nature that they may have had a similar effect. Although the more serious problems in relation to the employer were solved for the moment, the ILWU and Harry Bridges were under considerable pressure from other directions. Relations with the national CIO were rapidly deteriorating. In the spring of 1948 Bridges had been ousted from his position as CIO regional director and a special California edition of the *CIO News* was being published to counteract Bridges' influence. It was not a remote possibility that the CIO might take steps to revoke the charter of the ILWU if certain union policies were not brought into line with the CIO constitution. The implications of such a move were obvious. Once the ILWU became independent both the AFL Teamsters and the CIO might feel free to move in on the longshore and warehouse jurisdictions.

All was not well within the ILWU either. At least two of the major longshore locals were being administered by anti-Bridges officers and an active opposition in most locals was being maintained by members of the Association of Catholic Trade Unionists. Here, then, were possible explanations for a more conciliatory union policy which actually might have been motivated by a desire to reduce the number of fighting fronts by taking advantage of management's revised frame of mind.

#### THE "NEW LOOK," 1948 TO DATE

The permanency of the "New Look," as it came to be called, began to undergo tests as soon as the industry was back in operation. The important question was, "Can the events of November and December 1948 erase the antagonism built up over years of economic, political, and personal conflict?"

The first answer came within three months. On March 3 and 4 the WEA and ILWU met together to discuss "areas of mutual interest where labor and management can work together for more jobs in West Coast ports."<sup>156</sup> To facilitate cooperation on problems within the realm of labor-management agreement, five joint com-

<sup>156</sup> Waterfront Employers Association and International Longshoremen's and Warehousemen's Union, *Summary of Panel Discussion* (March 16, 1949), p. 2.

mittees were appointed to work on promotion and development of West Coast ports, development of trade with other areas, improvement of port facilities, regaining of Army and Navy cargoes, and disability insurance. Cooperative education plans directed at reducing rough handling of cargo and pilferage were also tentatively agreed upon by the two parties. At the port level, both sides agreed to consult on technological change, safety programs, and other operating problems.

Apparently the New Look was off to a good start. Summing up at the end of the two-day conference, the jointly selected chairman said:

“The contract and spirit have served us well for the full quarter of a year since December 6. We have settled all of our disputes without a single arbitration. We have had no delays to cargoes since we went back to work. We have a new spirit and we know that if we supplement it with the right kind of action, we can turn it into new jobs for all hands.”<sup>157</sup>

Further indication of the altered relationship was a rather surprising announcement by the WEA on March 15 that it was joining the West Coast longshoremen in protesting an NLRB decision to press charges on the illegality of the hiring hall arrangement. A press release stated that the employers had based their action on:

“... the practical ground that it is the avowed intention of a clear majority in Congress to seriously consider repeal or modification of that section of the Taft-Hartley Law which raised the question.

“In view of this clearly expressed Congressional intent it seems highly impractical to raise this barrier in our industrial relations now. We think the only practical thing to do is to wait until Congress acts because if the section is repealed, no action will be necessary.”

During the same period after the strike there was a noticeable alteration in the attitudes expressed in respective periodicals. The *WEA Shoreside Report*, a news bulletin created a year before to present management's side of the hiring hall dispute, ceased attacking the ILWU and shifted its emphasis to the problems of the industry and possible methods of joint solution. The *ILWU Dispatcher* also took up the theme of cooperation in the industry.

<sup>157</sup> *Waterfront Employers Association-International Longshoremen's and Warehousemen's Union Joint Press Release*, March 5, 1949.

Attacks were confined to the heads of WEA and PASA, Foisie and Bryan, whom it blamed for former years of controversy and loss of trade.<sup>158</sup> Both sides stopped issuing the previously popular critical press releases to West Coast daily newspapers.

On June 3 the last step in the first series of readjustments took place—the Waterfront Employers Association of the Pacific Coast and the Pacific American Shipowners Association merged to form the Pacific Maritime Association. A review of the employers' association structure had been going on since January with a view to increasing efficiency and wiping out the inadequacies of the "old look." O. W. Pearson, vice president of the Marine Terminals Corporation, was chosen president of the new federation. A working plan included greater participation by owners themselves in their representative body, rather than complete reliance on specialized employees.

The experience of the seven years which have passed since the birth of the New Look indicate that many of the changes which took place in early 1949 were of a fairly stable nature. The PMA-ILWU contract has been peacefully renewed twice, and in May 1954 was extended to 1956. Wage reviews each year have produced a number of substantial improvements for the workers and a minimum of deadlocks. Arbitration has only been required once to settle a wages issue. Contrary to previous experience in the industry there have been no disputes over the Coast Arbitrator and the present appointee has served continuously for the last seven years. The hiring hall system has continued virtually intact on the basis of a preference of employment clause written in 1951, whereby preference in employment and dispatching is given to men who were registered and available for employment in any of the occupations covered by the agreement at a date previous to the settlement of the last contract. Jointly planned pension and welfare schemes were instituted in 1950 and 1951, financed by contributions from both parties. The welfare plan originally designed for members of the union only was later extended to include families. In 1954 PMA and ILWU earmarked part of this fund for a pilot dental health program for children of members.

There have been no major work stoppages by Pacific Coast longshore locals. The 157-day strike of Hawaiian ILWU longshore-

<sup>158</sup> See *ILWU Dispatcher*, March 18, 1949.

men from May to October 1949 had little effect on the mainland. Although Coast ILWU members refused to load Hawaiian-bound ships, no other action was taken in support of the strikers. During the strike PMA and ILWU reached an agreement whereby no longshoremen would be required to perform work that normally would be handled by ILWU members, but which had been or would be handled by other workers engaged in strikebreaking.<sup>159</sup> When Matson indicated that it intended to load a ship in spite of union opposition, the Hawaiian ILWU flew pickets to San Francisco to avoid implicating the San Francisco local in a possible secondary boycott charge under the Taft-Hartley law. A similar reticence to join activity in outside disputes was shown during a 110-day strike of San Francisco ILWU warehousemen in the same year. Louis Goldblatt, ILWU secretary-treasurer, described the attitude of Coast longshoremen as a desire to:

“Maintain the amicable relations which have been in effect [on the West Coast] since the end of last fall’s strike.”<sup>160</sup>

Those stoppages in which the ILWU was involved from 1949 to 1954 were caused by honoring of picket lines of other maritime unions, jurisdictional disputes, or isolated job actions over which the union had little or no apparent control. No strikes came as a result of a breakdown in relations between the ILWU and the PMA.

*The jurisdictional problem.* In 1950 a dispute broke out between the Sailors’ Union of the Pacific and the ILWU over the loading of packaged lumber in an Oregon port. After a short tie-up the ILWU agreed to accept \$1 an hour stand-by pay in lieu of the work which was given to the sailors by the company involved.

In the summer of 1952 another “scope of work” dispute started between the SUP and ILWU over the loading of ship’s stores. In 1949 the Pacific Maritime Association had agreed to include a clause in the SUP contract recognizing this work as belonging to the sailors. No objection was forthcoming from the SUP when, at the same time, a memorandum was given to Bridges guaranteeing the status quo as far as his members went. Nothing further was heard on the question until February 1952, only two months after

<sup>159</sup> *Ibid.*, September 30, 1949.

<sup>160</sup> *San Francisco Chronicle*, August 15, 1949.

a PMA-SUP contract settlement, when Lundeberg gave 60-day notice of termination and asked for general wage increases and the 40-hour week at sea. In addition, Lundeberg demanded that loading of stores be transferred to sailors on all PMA vessels in compliance with the 1949 contract clause which had been retained in the 1951 contract. When the SUP struck in May, the PMA claimed that the cause was jurisdictional rather than economic.<sup>161</sup> However, with the aid of a conciliator the parties agreed on the economic demands made by the SUP and the scope of work clause was retained, but with a memorandum from Lundeberg guaranteeing the status quo on ship's stores. The relationship between the Pacific Maritime Association and the ILWU during the strike remained friendly. The PMA continued to uphold its 1949 commitment to the ILWU and the ILWU announced its willingness to abide by the status quo agreement.<sup>162</sup>

A few months later another jurisdictional dispute over the hiring of dock foremen started in Tacoma, the only Pacific Coast area where the International Longshoremen's Association-AFL controls the supply of longshoremen. An independent foremen's union claimed a majority in the port and demanded PMA recognition. The SUP supported the ILA and the ILWU swung behind the independent union. The dispute spread to Seattle and threatened to become coastwide before the PMA secured an anti-picketing injunction. PMA now recognizes the joint jurisdiction of the ILA-AFL and the Ship and Dock Foremen's Association-Ind., and hires from both unions.

The most recent jurisdictional skirmish involving a stoppage was that which took place over the loading of the *Pacificus* at San Pedro in late 1954 and early 1955. As mentioned above, this SUP-ILWU dispute over unloading rights was finally settled on a one-vessel basis, but no progress was made in solving the 75-year-old problem of overlapping sailor-longshoreman jurisdiction.

Probably the most important stoppage which took place from the point of view of straining the New Look occurred in the fall of 1951.<sup>163</sup> Again the trouble was jurisdictional in origin. When the Marine Engineers Beneficial Association-CIO struck the Isthmian

<sup>161</sup> *Ibid.*, July 18, 1952.

<sup>162</sup> *Ibid.*, June 28, 1952, and July 24, 1952.

<sup>163</sup> *Ibid.*, October 15, 16, 17, 18, and 19, 1951.

Steamship Company to enforce a demand that ships' engineers be hired through a union hiring hall, the company proceeded to sign a contract with the AFL's Brotherhood of Marine Engineers, which was then claiming majority representation in the company. The MEBA continued to picket Isthmian ships tied up on the West Coast and received the support of the ILWU which claimed the ships were "hot." In retaliation AFL engineers picketed ships of Matson and the American President Lines, a move which brought AFL sailors out in sympathy.

Picketing was finally prohibited by court order, but longshoremen still refused to work Isthmian ships. The ILWU stand was backed up by the area arbitrator who ruled that the union was not in violation of its contract by this action. Isthmian then informed PMA that it was prepared to take any independent action to win its dispute. It was added that cargo would be unloaded without the aid of the ILWU. On October 26 it was reported that Isthmian had quit the PMA and had started negotiations to obtain ILA longshoremen to work its cargoes in San Francisco. The ILWU immediately obtained a court order that the status quo be maintained on the waterfront.<sup>184</sup>

The difficulties which the PMA faced in this squeeze play between Isthmian and the ILWU produced an even greater threat to the New Look than the complications of the 1949 Hawaiian longshore strike. On the one hand, PMA had its 150 West Coast members who were demanding a rapid and peaceful settlement before the dispute could spread and the Isthmian Line which threatened to repudiate its agreement and hire non-ILWU longshoremen. On the other hand, irate unions were lined up against each other with none willing to retreat on the question of jurisdiction.

Isthmian attempts to get the ILWU court order dissolved failed, and an injunction was issued to prevent the use of ILA longshoremen by Isthmian. At the same time the court ruled the MEBA strike jurisdictional and, hence, illegal.<sup>185</sup> The strike was called off and ILWU longshoremen immediately started to unload Isthmian ships. The company, however, claimed that it was no

<sup>184</sup> *Ibid.*, October 26, 1951.

<sup>185</sup> *Ibid.*, October 31, 1951.

longer a party to the agreement between PMA and ILWU and that it would carry the issue to the courts.

Thus the PMA and ILWU rode over a rather bumpy stretch of road and arrived with their New Look in fair shape if not completely intact. The Isthmian Line has never rejoined PMA, but ILWU members continued to handle Isthmian ships through PMA-affiliated stevedores.

Looking at the period since 1948 as a whole, it is possible to see the effects of a substantial narrowing of the area of disagreement between the ILWU and the PMA. If the New Look was not a complete success in checking waterfront strife the blame can be laid on inter-union strains, rather than on any break in communication between PMA and ILWU. And, too, there has been a tendency for such jurisdictional quarrels to be instigated or perpetuated by offshore unions rather than by the ILWU.

On other levels of the relationship a similar degree of success can be observed. The mutual understanding which led in 1949 to a cessation of violent attacks through news channels has endured. The new grievance procedure has proven satisfactory to both sides. The number of job actions per year has declined substantially since 1948 and there has been a decreasing tendency to push disputes beyond the Area Joint Labor Relations Committees.

Although the plans made in March 1949 to cooperate on promoting trade on the Pacific Coast were never carried through, there has been a revised attitude to certain other problems peculiar to the industry. For instance, cooperation on safety which started in 1947 was carried on by Job Level Safety Committees set up under the 1948 agreement. In 1951 the PMA was able to give credit to these joint bodies for the industry's achievement of the lowest injury rate in 24 years—14 per cent below 1949; the record has been broken every year since. In 1954 the compensable injury frequency rate was 40.9 longshoremen per one million man-hours worked—51 per cent below 1942.

Also of interest in this survey of the new relationship is the fact that during the perjury trial of Bridges in 1950, four employer representatives, including the then-president of PMA, Oscar W. Pearson, appeared to testify as to Bridges' good reputation for

truth, honesty, and integrity in his dealings with the shipowners and stevedores.<sup>166</sup>

*Effects of the "New Look" on trade.* The next point to consider is whether or not the New Look has had a measurable effect on the economic condition of the industry. As we have seen above, prior to 1948, the employers repeatedly claimed that actions of the union accounted for a severe decrease in productivity and for a falling off in Pacific maritime trade.

From 1948 on, the movement of total tonnage on the Pacific Coast showed a steady increase through 1951. Tonnage handled from 1951 to 1953 decreased only slightly and averaged a little more per year than the total in 1939. Tonnage carried was higher from 1951 to 1953 than in any other postwar years. The total of foreign and domestic ship arrivals increased from 1951 to 1953, though the number of ships operating under the American flag decreased more than 33 per cent.<sup>167</sup> It is impossible to determine the extent to which this halt in the decline of trade might be due to improved relations on the waterfront. Most likely the improvement could be accredited almost entirely to foreign aid and military operations in the Far East. The sharp decrease in man-hours lost through strikes in the New Look era, however, has certainly produced greater stability. More reliable service plus a diminution in the number of "quickie" stoppages has probably done much to restore confidence among users of water transport.

Shipping companies have recently shown more optimism about the future. Matson has started a program to put two American passenger liners on the California-Australia route,<sup>168</sup> the American President Lines of San Francisco has commenced a ten-year replacement program, and the Pacific Far East Line has recently added three new freighters.<sup>169</sup> This is in sharp contrast to the situation in 1953 when three companies discarded plans for expansion and the American-Hawaiian Steamship Company suspended its intercoastal service.<sup>170</sup>

<sup>166</sup> *In re Harry Bridges* (1950), U. S. Court of Appeals, 9th Circuit, Case No. 12597, see proceedings for January 25 and 26, 1950.

<sup>167</sup> Pacific Maritime Association, *Seaman's Earnings under Pacific Coast Contracts* (San Francisco: 1953), p. 6; Pacific Maritime Association, *The Longshore Wage Review* (San Francisco: 1954), table IV.

<sup>168</sup> *San Francisco Chronicle*, October 29, 1954.

<sup>169</sup> *Ibid.*, May 20, 1955.

<sup>170</sup> Pacific Maritime Association, *The Longshore Wage Review* (San Francisco: 1953), p. 9.

So far as productivity and efficiency are concerned, neither party has shown a desire to embark on the elaborate studies necessary before efforts could be made to reduce costs substantially in this area. However, certain isolated actions indicate a more constructive approach. Banana shipments to San Francisco which had been suspended before the war were resumed in early 1949 after the union agreed to allow the installation of mechanized discharging machinery. As a result shipments rose steadily, and by 1954 a 50 per cent increase in banana tonnage over 1952 was reported.<sup>171</sup>

*Present as compared with pre-1949.* Although the New Look had not resulted in the near-ideal situation which was hopefully projected by both sides in early 1949, it is certainly true that there has been a tremendous improvement in the relationship. One has only to consider the pugnacious immovability of the ILWU and WEA in former days to realize the significance of the present open lines of communication and willingness to give and take across the bargaining table. Whereas before 1949 there appeared to be no hope of eventual peace, now, although much remains to be done, there is at least an atmosphere conducive to consideration of alternative courses of action.

The New Look has not proved unrewarding to the labor side. Since 1948 the straight-time rate of longshoremen has increased from \$1.67 to \$2.27. The average annual wage in 1954 was approximately \$4,800, the highest on record for any industrial grouping of comparable skill.<sup>172</sup> With the institution of welfare and pension systems there has also been a sizeable increase in fringe benefits. For example, in 1954 a San Francisco longshoreman was paid a basic straight-time rate of \$2.16, but the average hourly cost to the employers, including all fringe items, the overtime factor, penalties and skills, was \$3.50. Ignoring penalty and skill rates, the cost per San Francisco longshoreman per year for fringes was \$1,070. A U. S. Chamber of Commerce nationwide survey indicates that these same costs averaged \$674 in manufacturing companies and \$841 in non-manufacturing companies.<sup>173</sup>

In exchange, the PMA, now under the presidency of Paul St. Sure, has had to deal with a less aggressive partner; the ominous

<sup>171</sup> *Pacific Shipper*, February 22, 1954, p. 77.

<sup>172</sup> Pacific Maritime Association, *The Longshore Wage Review* (San Francisco: 1954), p. 17.

<sup>173</sup> Pacific Maritime Association, *Monthly Research Bulletin*, July 16, 1954.

threats of the past have been absent from negotiations. On the whole, reasonableness has prevailed and has paid off to both sides. The longshoreman has received substantial financial benefits and the employer has gained a more stable workforce, which presumably can also be interpreted as a financial gain.

This, however, is only the state of affairs between the ILWU and the PMA and does not take into consideration the forces outside the particular bargaining relationship which can affect or obstruct a harmonious resolution of internal problems. The rivalries between Coast maritime unions continue to create "whip-sawing" and the perpetuation of an unstable wage situation. All attempts to agree on a common West Coast contract termination date have failed. On the other hand, steps have been taken jointly by PMA and ILWU to ensure a common termination date with East Coast longshoremen. At negotiations held in June 1954, the two parties agreed to extend the contract to any date between June 15 and September 30, 1956, in order to arrive at a common date with the East Coast.<sup>174</sup>

The jurisdictional problem continues to be a major source of trouble. Recently, the attempts of both the SUP and the ILWU to organize marine cooks and stewards, formerly represented by the now defunct National Union of Marine Cooks and Stewards,<sup>175</sup> led to increased tensions between the two unions. An NLRB representation election was finally won by the seamen in June 1955. The issue was reported by PMA as a primary cause of those ship delays which took place during 1953 and 1954.<sup>176</sup>

There have also been a few indications that all is not well within the PMA.<sup>177</sup> Apparently the 1948 decision of the operators to take an active part in relations with the union has not worked out ideally in practice. There has been a lack of time and attention from many top executives to matters of labor relations and contract negotiation as well as an apparent reluctance to hire adequate

<sup>174</sup> *Ibid.*, December 16, 1954.

<sup>175</sup> The NUMCS contract was voided in 1952 by order of the NLRB following charges that the hiring halls of the union were operated in a discriminatory and illegal manner.

<sup>176</sup> Pacific Maritime Association, *Analysis of Work Stoppages in the Pacific Coast Maritime Industry, 1953-1954* (San Francisco: 1954), p. 6.

<sup>177</sup> *Labor-Management Problems of the American Merchant Marine*, Hearings before the Committee on Merchant Marine and Fisheries, U. S. 84th Congress, 1st Session, House Report 5734 (1955), testimony of J. Paul St. Sure, President, Pacific Maritime Association, pp. 60-63.

labor relations staff assistance in individual companies.<sup>178</sup> The decision of the Isthmian Company in 1951 to sever itself from the PMA and deal with the unions separately was an unfortunate break in the solid front the employers planned when WEA and PASA were merged. Recently certain other companies have seen fit to withdraw temporarily from central PMA negotiations with individual unions and to bargain separately.<sup>179</sup>

## CONCLUSION

What does the New Look really mean? Has genuine collective bargaining emerged from the morass of hatred and intrigue which identified the longshore relationship for a decade and a half?

There are a variety of possible answers to these questions. One might take the wholly optimistic view that labor and management simply reached a point in 1948 where survival was thought to be no longer possible unless a policy of continuing cooperation was accepted by both sides. If this is true there is little cause for concern about future harmony. However, in light of the fact that the long-run survival of the industry was in question almost continually from 1934 without a slackening mutual antagonism, this particular theory does not carry a great deal of weight.

Another possibility is that management's gesture in 1948 was an admission of the fact that real peace on the waterfront could only be bought at the union's quoted price, and that, rather than true bargaining, a periodic "pay off" has resulted. An examination of financial benefits over the last six years does show a high degree of liberality on the part of management. However, there are indications of employer resistance to raises based on gains of other maritime unions, and there are parallel signs that the ILWU is not prepared to abandon its new cooperative role on the basis of a few rejected economic demands.

Assuming that real bargaining takes place, the continuation of the New Look for seven years might be credited to the effect of the benefits which were acquired by the union after 1948. Wage gains without long strikes and the achievement of superior pension and welfare programs may well have encouraged the growth of a more conservative attitude among rank-and-file members. The

<sup>178</sup> San Francisco Bay Area Council, *op. cit.*, vol. II, pp. IV-4-5.

<sup>179</sup> See *San Francisco Chronicle*, July 7, 1955, and August 6, 1955.

longer the present period of peace lasts the more difficult it will be, in the end, for leadership to whip up enthusiasm and support for a prolonged siege without a particularly clearcut and important issue. So long as management refrains from providing such issues, the likelihood of a renewal of hostilities is small. One danger lies in the possibility that the economic condition of the industry will not allow a great many substantial wage increases in the future; however, the present favorable position of the longshoreman may counteract the tendency to press upwards, as long as other maritime unions are not able to extract more favorable increases. The membership of the ILWU has gained enough in the last few years so that it may feel that it has more to lose through strife than it could possibly gain.

The validity of the above prognosis, however, must be determined with reference to the political pressures internal to the ILWU. The influences and commitments to which the union is subject apart from the requirements of a bargaining situation strongly marked ILWU activities from 1934 to 1948 and contributed greatly to rigidities in negotiations. The ideological campaign waged by the ILWU against the employers for 14 years came to a rather sudden end in 1948; factors external to the ILWU-WEA relationship may well have dictated a period of retrenchment and consolidation. Future events might conceivably call for a renewal of the former policy of repudiation of the concept of a common goal for labor and management. Perhaps it is overly pessimistic to consider the "New Look" as sustained essentially by political expediency on the part of the union, but, the policies of the ILWU in the past have reflected a pattern which cannot be ignored in an examination of future prospects.

No matter which of the above influences or combination of influences has caused the seven-year period of peace, it is the period itself which will probably have the most telling effect on relations in the future. The passage of time without violent conflict can only serve to dull and diminish both the basic and superficial reasons for the hatred which divided the industry in the past.

Whether or not the "New Look" is truly the beginning of a new phase in longshore relations will not be clear until more time has passed. The potential variables, internal and external, in the situation make any forecast extremely risky. Suffice it to say that

although the changes made in 1948 were in direct contrast to what had gone before, the reversal was typical of the unpredictability of the industry. What will happen tomorrow will be based on a new combination of factors difficult to gauge in advance. At the moment it is only possible to observe that the "New Look" has worn well for seven years and shows every sign of becoming the foundation for future development in the bargaining relationship.

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