

Longshore industry
(1963-64 folder)

MEN and MACHINES

A STORY
ABOUT
LONGSHORING
on the
WEST COAST
WATERFRONT

PHOTO STORY

Otto Hagel

Text

Louis Goldblatt

Introduction and
Concluding Statements

Harry Bridges

J. Paul St. Sure



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MEN AND MACHINES

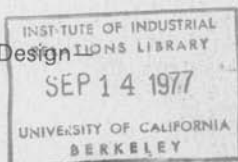
A photo story of the
Mechanization and Modernization
Agreement between the
International Longshoremen's &
Warehousemen's Union and the
Pacific Maritime Association
now in operation in the ports of
California, Oregon and
Washington.

Photo Story and Book Design—

OTTO HAGEL

Editor and Text—

LOUIS GOLDBLATT



Editorial Board and Publishers

**International Longshoremen's
& Warehousemen's Union**

Pacific Maritime Association

TRUSTEES

Mechanization and Modernization Fund

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Otto Hagel

*All photographs in this publication are of
present-day longshore operations*

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INTRODUCTION

There is currently in effect, by contract between the International Longshoremen's & Warehousemen's Union and the Pacific Maritime Association, an agreement on Mechanization and Modernization covering longshoremen, shipclerks and walking bosses in the ports of California, Oregon and Washington. It is a pioneering agreement—the first of its kind in American industry, even more striking when seen against the earlier background of turbulence and violent conflict on the West Coast waterfront.

The shipowners and stevedoring contractors are freed of restrictions on the introduction of labor-saving devices, relieved of the use of unnecessary men and assured of the elimination of work practices which impede the free flow of cargo or ship turnaround. These guarantees to industry are in exchange for a series of benefits for the workers to protect them against the impact of the machine on their daily work or on their job security.

West Coast longshoremen fully registered are guaranteed 35 hours' work opportunity per week or the equivalent in pay. (As of July 1, 1963 the hourly base rate was \$3.19, which will permit a weekly guarantee of \$111.65.)

There can be no layoffs of fully registered longshoremen. If the introduction of machines or new methods of cargo handling cuts into work opportunity, the guarantee of work or earnings goes into effect or the size of the work force is reduced by early retirement.

A longshoreman with 25 qualifying years' service

and age 62 is entitled to a monthly pension of \$220, payable until age 65, when he shifts over to the regular pension plan which provides for \$115 per month from the joint pension fund, plus social security.

Medical care for the worker and his dependents continues in effect during early as well as regular retirement.

In the event it is necessary to reduce the size of the work force by compulsory early retirement, the pension is increased by \$100, making the early retirement benefit \$320 per month. The basic concept behind this aspect of the agreement is to shrink the work force from the top, either by compulsory or voluntary retirement. So far the compulsory retirement provision has not been used. Normal attrition (death, disability, and occasional quits), regular retirements and early retirements through the Mechanization and Modernization Agreement have taken up the slack. In fact, most ports on the West Coast are now adding new workers.

If a longshoreman decides against early retirement, and the compulsory early retirement section is not invoked by the parties, he accumulates a vested right in his early retirement benefit. At age 65, he is entitled to the cash equivalent of his early retirement benefit, \$7,920. A worker under age 65 with 20 years' service has a vested right, payable in the event of death, of \$5,000.

A disabled worker under age 65 with 25 years' service is entitled to the full benefit of \$7,920

plus a regular pension of \$115 per month. Disabled workers with less than 25 years receive graduated pro rata benefits.

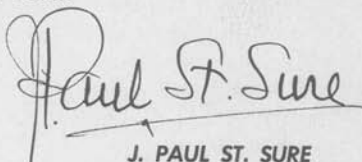
These benefits are paid from the ILWU-PMA Mechanization and Modernization Fund, built by contributions of \$5 million per year from the shipping industry over a span of 5½ years. Together with the initial token payment to the Mechanization Fund when negotiations were first undertaken on the issue, the fund will bring in \$29 million by the end of the contract period, June 1966.

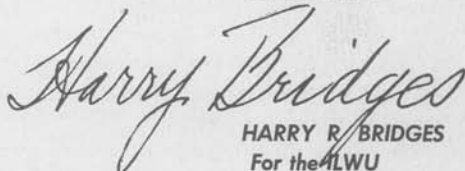
This agreement, covering the Pacific Coast ports from San Diego, California to Bellingham, Washington, was reached by direct collective bargaining between the ILWU and PMA without third party participation. The shipowners and longshoremen have had coastwide collective bargaining since the middle 1930s, and the M & M contract is part of the basic coast agreement, applied and interpreted through the regular labor relations machinery. It is integrated with other aspects of the contract such as joint registration of longshoremen, control of the size of the work force, rotary dispatch of longshore gangs and men through jointly operated hiring halls, central records-keeping of earnings and hours, and a range of contractual provisions from wages, hours and conditions of work to benefits such as vacations, pensions, medical care, life insurance and dental care for children. In addition, the longshoremen retain their contract protection regarding health and safety on the job, joined by new provisions prohibiting individual speed-up or onerous work demands.

The Agreement went into effect January, 1961. Far from perfect, it requires continuous attention to residual problems. The agreement itself was controversial, and in some quarters it still is. No claim is made that it is automatically applicable to other industries, but we believe it warrants attention and analysis by those who are concerned with the question of men and machines.

We have had a chance to watch the Agreement work, and believe our experience under the plan has definitely proven its worth. This publication, *Men and Machines*, presents old and new methods of cargo handling, problems to be resolved in negotiating an agreement on mechanization and modernization, and the application of collective bargaining to these problems.

Although *Men and Machines* is a joint publication by the employers and the union, the approach to the many issues involved is by no means identical or similar. The respective opinions and conflicting points of view are presented as a part of the entire picture in the development of the program on mechanization and modernization now in effect on the Pacific Coast.


J. PAUL ST. SURE
For the PMA


HARRY R. BRIDGES
For the ILWU



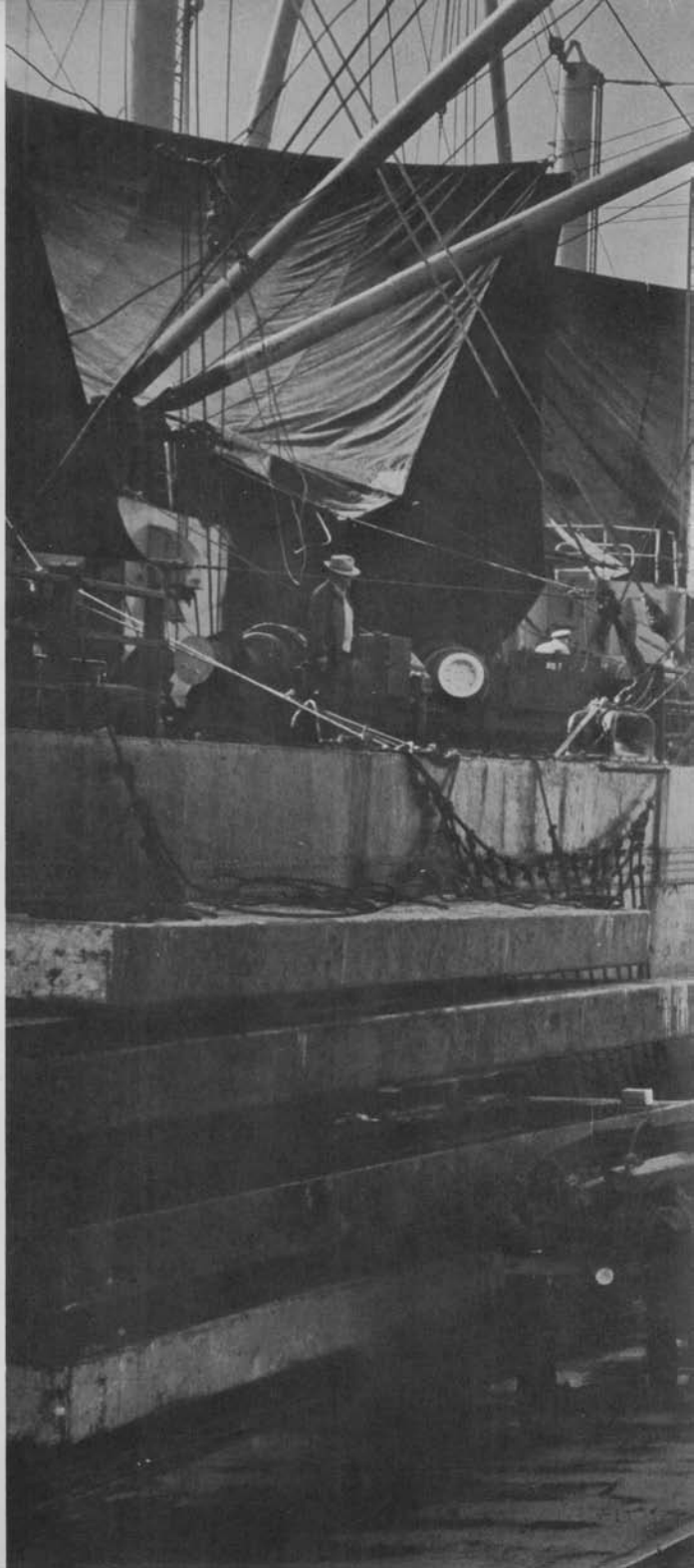


To the casual
visitor
the waterfront
is a romantic
place—

A crossroad
of the seas
where all parts
of the world
come together.

It tells of
distant lands
and faraway
ports of call,
of storms
and salty seas,
of pleasure
and adventure.

*The waterfront—
a forest of booms
and rigging.*





For the longshoreman
the waterfront
is his place of work—

Rugged work for
rugged men,
work regulated
by custom and contracts
between union
and employers.

The loading and unloading
of all cargoes
depends in the first place
on the skill and experience
of longshoremen
who man the ship's gear,
the booms, winches, cables,
and falls that travel
with the ship.

*The standard sling
board is used to
handle drums, boxes
sacks of mail and
many other types
of loose cargo.*







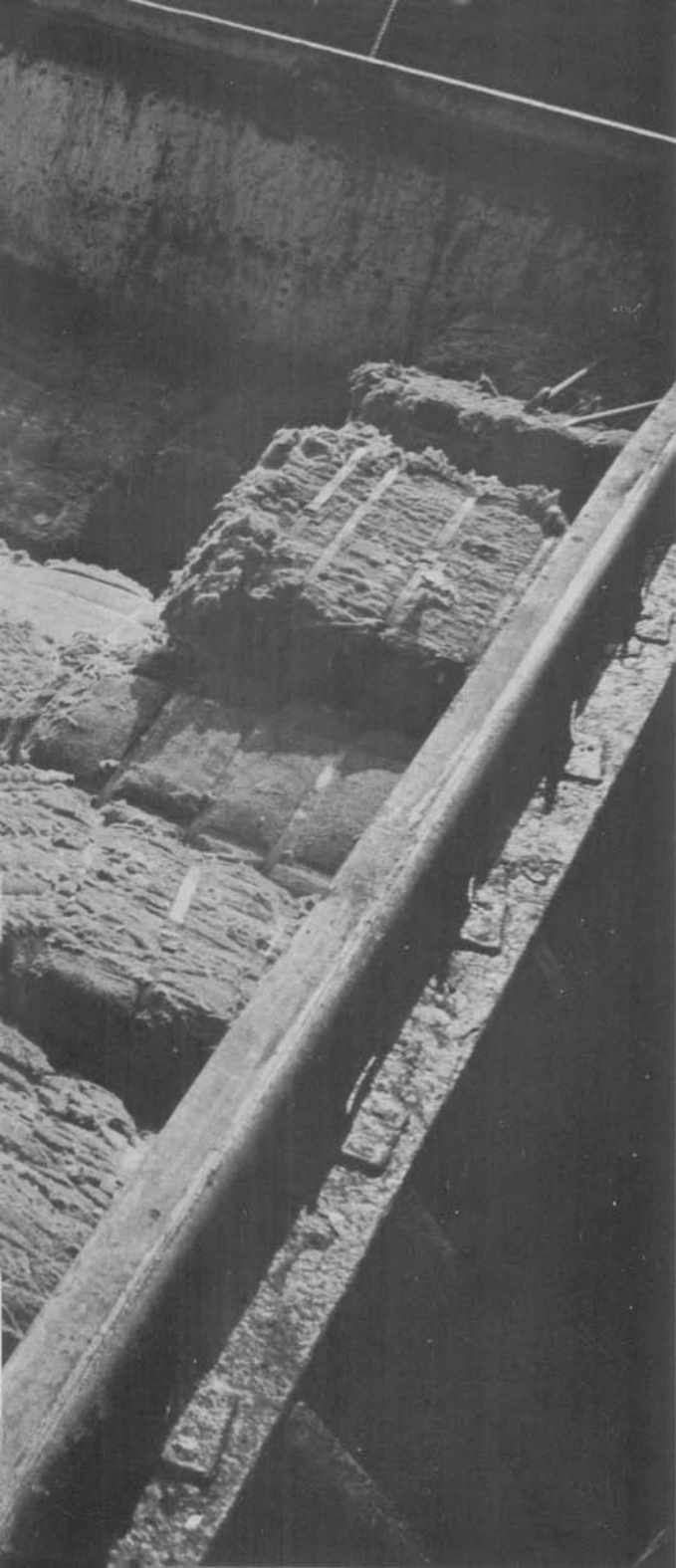


Despite ever increasing mechanization, most of the world's cargo travels in the holds of conventional ships, loaded and discharged by conventional gear.

Even in the most modern and efficient port, cargo must be discharged in reverse order from the way it was stowed. The cargo loaded last must be unloaded first; and the cargo loaded first, deep down in the hold of the ship, will come out last.

This ship came from Formosa. Longshoremen have opened the hatch and are digging out a cargo of cartons and bales. The hatch tender is the signal man for the winchdrivers; ship clerks keep tab of cargo.





The longshoreman's hook—
an extension
of a man's arm.

The first tool
in the industry,
it is still in use.

This is how
mechanization
began.

*500-pound bales of jute.
Much of longshoring still
is back-breaking labor.*

Then came
the rope sling,
the oldest piece of
hoisting equipment.

It took some of
the burden
of packing cargo
off the
longshoreman's back.

*The cargo has been broken out.
A slingload is being landed
on the dock to be moved
on a 4-wheel trailer.*





Jute and burlap sacks
are still used to
transport many major
imports—
Coffee from South America,
Cocoa from Africa,
Spices from India.

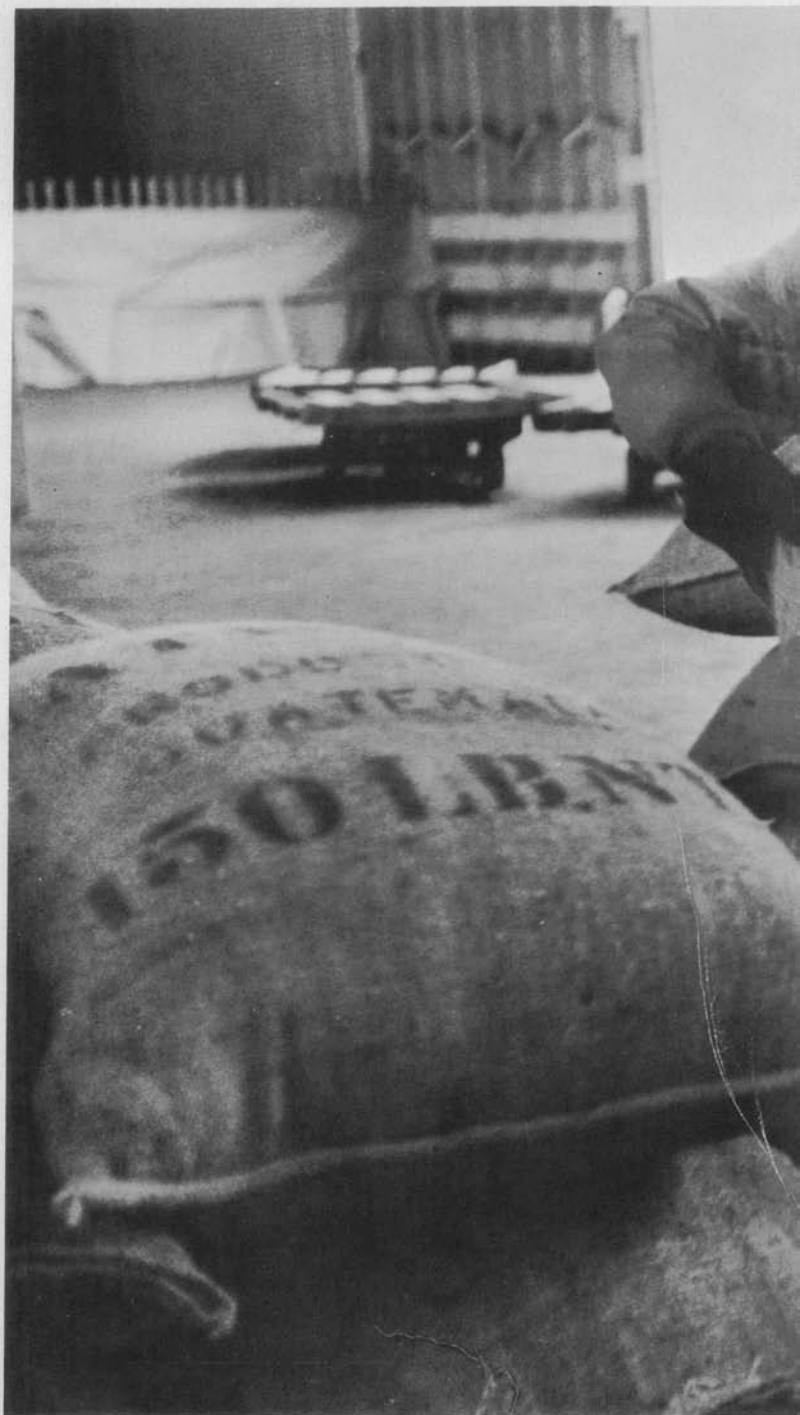
This cargo of green coffee
was packed aboard ship
sack by sack
on the shoulders of
longshoremen in Brazil,
Columbia or Guatemala.

*The load is being steadied
on a 4-wheeler.
The rope sling will be separated
from the ship's hook and the coffee
moved onto the dock.*





*Inside the dock,
man-handled
all the way,
the coffee
is weighed,
sampled and made
ready for delivery
to the consignee.*









In the ship's hold:

Olives from Greece come in the same kind of barrel that traveled around The Horn in the days of sailing ships.

Bananas from Costa Rica, Panama, Honduras and Ecuador come out of the hold of the ship onto a continuous escalator belt.

Each stem weighs from 50 to 95 pounds.

The escalator is one of the earlier attempts to mechanize longshore operations.

Some bananas come wrapped in plastic bags, others are shipped in cartons.



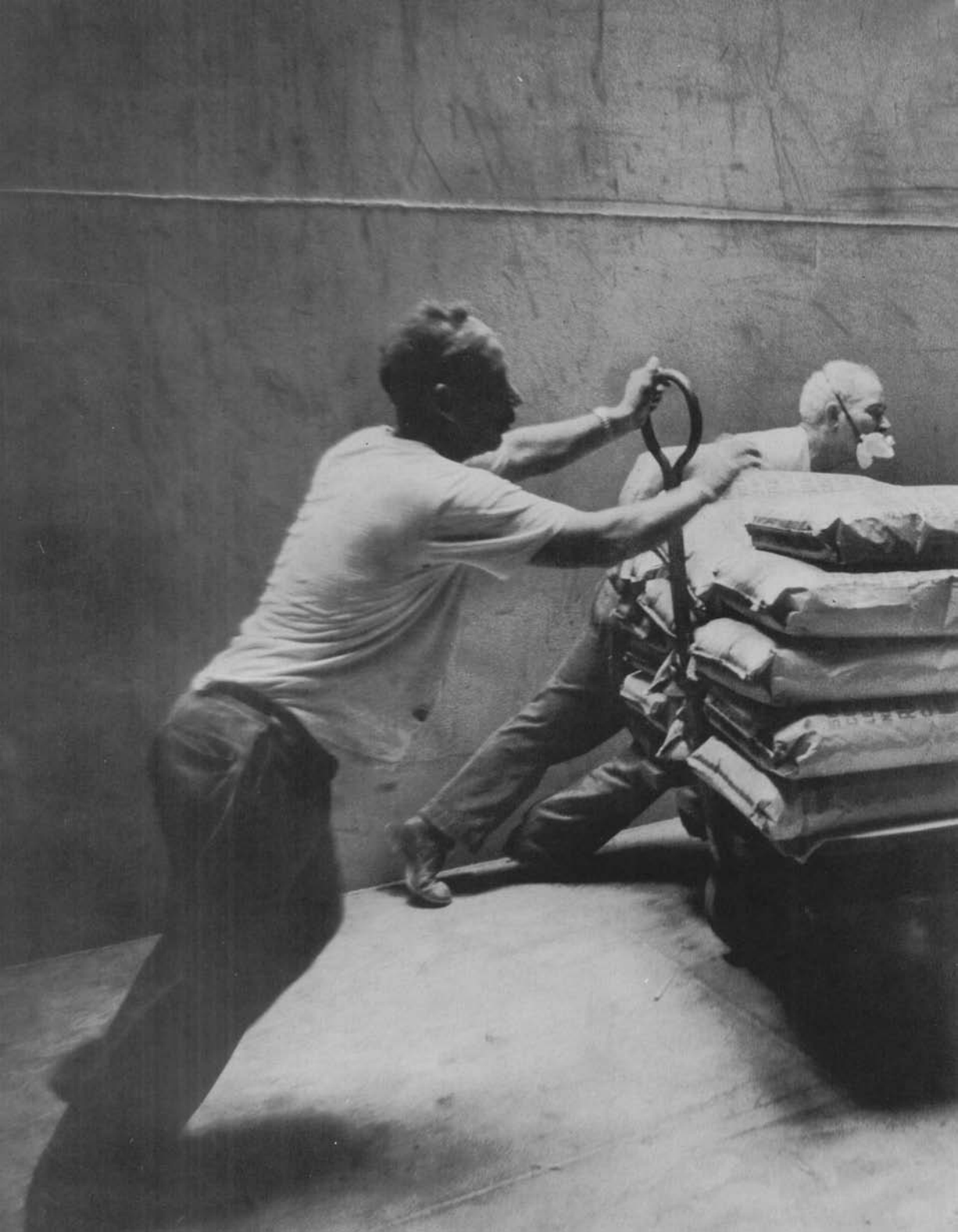


TUNA



frozen solid, is shipped in reefer boxes where the temperature is kept below zero. Heavy, sharp and slippery, it is discharged with the use of scows and hook bridges.







For many American exports, the paper sack has replaced burlap and jute.

Flour and macaroni, insecticides, fertilizers and disinfectants, sugar, salt, paint pigment, potash, borax, cement and a long list of products travel this same road to stowage.

For more than fifty years, the 4-wheeler has been standard longshore equipment to transport cargo from the square of the hatch into the wings and fore and aft. Dusty cargo—masks are optional.





*The cargo is skillfully
hand-stowed
piece by piece to get
maximum use of
the cargo space
in the vessel.*

The longshoreman's
pride
is a tight stow.

Nooks and crannies
have been filled
and the men
are finishing up
in the lower hold.

The skill and know-how
of experienced holdmen
prevents the shifting
of cargo
in a rough
or stormy sea.

*Barrels, boxes, cartons—
most waterborne cargo
the world over
still is hand stowed
piece by piece.*





***Old methods—heritage of the past.
If time had stood still,
there would have been no need
for a mechanization
and modernization program
on the West Coast waterfront.***

Story of The Machine

The story of the machine is never new and never old—it is a fact of life. How man copes with the impact of the machine is always new; his never-ending struggle to master the machine, to garner the benefits and make good the wonders it can provide, while protecting himself against its dangers.

Many things can be done by machine which are now done by man; some things can be done better by machine than by man; and some things can be done only by machine. But the machine cannot reason, cannot feel, and cannot guide its own destiny.

The fear that the machine will turn against its creator is found throughout literature and legend: the Golem of Rabbi Mendelsohn; the Frankenstein monster of Mary Woolstonecraft Shelley; Capek's RUR (Rossum's Universal Robots). These stories have the same apprehensive theme: Man is fascinated by the potential of the machine, man invents the machine, the machine turns on man and destroys him.

Most people have recovered from these nightmares. They welcome the advantages which machines can bring to them, but all of the old fears return to the average worker when the machine threatens *his* job, *his* security, and *his* paycheck. If he is likely to be hurt he sees no difference between the machine and the guillotine.

Nothing is more degrading to a man than unemployment. It robs a man of dignity, destroys his place at the head of the family, and deprives him of the essential feeling of usefulness as a human being.

To tell a worker who is about to lose his job to a machine, that this is the price of progress, and that great good will nevertheless come to the American economy as a whole, is of no avail.

The employer believes that new machines and new methods are essential for survival. He would, of course, prefer that this not result in personal hardship to his employees, but he cannot see his way clear to accepting individual responsibility for the security of every worker affected by change. In addition, many employers feel strongly that the domain of operating methods is strictly their own business, not subject to collective bargaining.

These are the outer limits of the problems of men and machines. When the issue is drawn without resolving or reconciling this basic conflict, the result is often a wide open battle. Unfortunately, in most industry there has never been anything resembling a planned solution to the impact of new production methods. Employers and unions move from one make-shift standoff to another, leaving a residue of dissatisfaction and hostility on both sides; the worker with his fear of unemployment and insecurity from any changes in work practices; the employer frustrated and indignant at obstacles to doing business with imagination, efficiency, and increased profit.

Much has been said about "featherbedding" and its evils. Yet featherbedding, seen through the eyes of the worker is something else again. For these are the efforts of a man who needs a job so desperately that he clings to one which no longer exists.

Resistance to Change

If industry, government, unions, and everyone else involved established a mechanism through which a worker displaced by a machine would be assured another job of equal worth and security, resistance to production changes would evaporate, for it is not the old methods that workers want to preserve but the old security. In the absence of such guarantees, the conflict will be with us.

All segments of our society have turned over to

Government the responsibility for full employment, and it would be idle to suggest that any one industry or any one union can furnish the answer to this challenge. No such claim is made by the parties to the West Coast Mechanization and Modernization Agreement. Technological unemployment is a continuing, long run social problem which can only be solved by a nationwide approach; whereas a collective bargaining agreement is necessarily not only limited as to the workers who are covered but also to remedies for the duration of the contract period. However, because no national plan or pattern yet exists to deal with the needs, the fears and the consequences of rapid industrial change, the best which can be hoped for is a piecemeal effort to tackle the issue.

How a single union and a single industry wrestled with this problem is the subject of *Men and Machines*. We are telling the story not because we believe the answers found in this industry are necessarily applicable elsewhere, but because they might offer some suggestions toward resolution of one of the most pressing issues of modern day America—automation and mechanization; its effect on employment, job security and collective bargaining.

Mechanization on the Waterfront

The revolution in materials handling hit the longshore industry full force in the years after World War II. However, even before the war there had been some changes such as the loading of grain by pouring it into the holds of the ships rather than handling it sack by sack.

A major development in longshoring in those years was the advent of the lift jitney or fork lift. It made possible the speedier movement of a slingload of cargo to and from the ship's hook and was also used to get better utilization of dock space by high-piling cargo on the dock. In the main, longshore work

The Tight Stow is Essential

on board ship continued substantially as in past years, due in large part to the limits imposed by vessel construction, types of cargo, and ports of call.

There is only a certain amount of space in the holds of the ship where cargo can be landed and loaded in large units. As a result, many nooks and crannies remain to be filled, for a tight stow is essential for the safety of the vessel at sea as well as the most economical use of space. Besides, ships travel to all corners of the world and in many ports there is nothing available but muscle, the ship's gear, and the most primitive machinery to move cargo.

The year 1942 saw the first movement of sugar in bulk from the Hawaiian Islands to the West Coast of the U.S.A. By the 1950s all sugar from Hawaii was moving in bulk. When raw sugar was shipped in bags, stowed by hand in the Hawaii ports and discharged sack by sack on arrival at the California-Hawaiian Sugar Refinery at Crockett, California, seven shifts of ten hours each, worked by five gangs of longshoremen, were required to unload a 10,000 ton vessel—a total of 6,650 manhours. Currently 10,000 tons of sugar can be discharged with 1,000 manhours of work—all of it in bulk. The improvement ratio is 6½ to 1, or well over 500 percent.

The impact of the machine on the shipment of sugar was felt not only by the longshoremen of the West Coast but by the longshoremen in Hawaii and by the warehousemen in Crockett who handled the raw sugar after its discharge from the vessel. Formerly there had been 600 warehousemen in Crockett, most of them storing raw sugar or feeding it to the refinery; now less than 200 men are employed.

In recent years general or break bulk cargo, that is to say loose merchandise of all sorts ranging from canned goods to cartons to rolls, has increasingly

been carried in containers. These containers hold over 20 tons apiece, and several fully containerized vessels are now in operation. The ratio of tonnage to man-hours of a fully containerized cargo compared to the same cargo handled piece by piece, varies from 13-1 to 18-1. In other words, with the use of containers one man handles between 13 to 18 times more cargo per hour.

Similar changeovers in operations included the bulk loading of rice, improvement in the bulk discharge of copra, and the movement of wine in huge tankers instead of by case. Another major development was the introduction of packaged or unitized loads—loads made up at the place of production, strapped or glued together, and handled as a unit when they reached dockside or the ship.

The impact of such change is obvious. If all cargo on the West Coast were shipped by container or in bulk, using these examples of sugar and general cargo, the work force would be reduced by some 80% of the present longshoremen. However, these changes do not apply equally to all branches of longshore work. Some cargoes do not adapt themselves readily to mechanical handling and many ships still have to be stowed in the old way. The changeover to new techniques varies widely. What is technologically feasible has not yet become economically necessary or desirable.

With such new methods in effect, and others under way, the shipowners and longshoremen could try to do something about them or could decide to do nothing.

Doing nothing is always a clear alternative. The parties might walk around the issue, or try to walk around it. Under the old West Coast waterfront con-

The Do Nothing Alternative

tract the employers, of course, were free to introduce new methods and new machinery. As each change was made means were provided to argue out such questions as the number of men to be employed, the rules to be applied, and any related matters. The basic rules covering working conditions, size of the long-shore gang, weight and size of slingloads, and methods of cargo handling were written into the contract. Prior to agreement on mechanization and modernization it was the position of the union that none of these rules could be changed other than by direct negotiations at the expiration of the old contract. Consequently, new operations were frequently introduced while old work rules remained in force.

Walking around the challenge of an overall approach has a certain appeal to a union, inasmuch as the initiative—and onus—for change then comes entirely from the employer side. The union concentrates on hanging onto the old work practices and rules. If a change is finally forced through, resistance notwithstanding, the responsibility is entirely that of the employers. The union need make no effort to meet the problem even halfway. Nor does it have the headache of convincing the membership that the old way of doing things is obsolete and that it is time for a change. The result is invariably a makeshift solution which leaves the antiquated and outworn work practices in its wake. It is only a matter of time before these too go by the board. The best to be hoped for under these circumstances is an attritional stand-off between union and employer which can be made costly to the owner; in the long run it gains nothing for the men but the postponement of the day of reckoning.

The Hit-And-Miss Approach

The counterpart of this hit-and-miss union approach is the employers' refusal to bargain on the introduction of the machine or on sharing in the savings made by the machine. They can maintain that

operational methods lie solely within their own discretion and undertake to force through changes regardless of consequences.

Still other approaches to mechanization and automation include consideration of such stopgaps as supplementary unemployment benefits, severance pay, retraining programs, or other devices to cushion the blow on the worker displaced by the machine or new methods of work. These, and similar concepts, are simply ameliorative; they aim, with minimal success, to ease the blow on the victims of change.

These generally accepted approaches are of little or no value in longshoring because the registered work force, for years past, has shared all of the available work in good times and bad. While there is provision in the contract for layoffs by the application of seniority, the men have been adamant in their refusal to protect themselves by deserting a part of their fellow workers on the beach. Thus they must all be equally beneficiaries or victims of the machine as it comes into the industry.

As far back as 1957, the ILWU and the PMA decided they could not afford to bury the problem. By then it was clear that the old contract did not provide enough flexibility to meet sudden and major changes in cargo handling, and that the only way to tackle the issue was on an industrywide basis.

The union had concluded that new methods and machines would be introduced no matter how great the effort by the membership to resist change. As employers had the right by contract to make changes and to arbitrate changes, the best the union could hope to do was to retain, as long as possible, the old rules governing size of gangs, methods of cargo handling and related contract guarantees.

Other Approaches

New ideas for cargo handling, revolutionary ship design, large-scale use of containers and bulk movement of cargo, the introduction of strapped loads, and numerous other devices would sooner or later bypass the existing rules. In the mind of the union there were also officially announced programs of legislation which would make illegal many of the guarantees and safeguards afforded by the contract. Were this to come to pass it would leave the workers with no new forms of security or protection in exchange.

New Problems for Industry

Meanwhile, the shipping industry was confronted with a series of difficult operational problems. Post-war construction costs skyrocketed the investment in ships. The price of fuel, wharfage fees, and wages for seafaring personnel all moved up with the times. The only way to offset these rising costs was to speed cargo handling and ship turnaround. When a ship is in port it loses money; it makes money when it is on the high seas. Speedier loading and discharge not only improves the ship's turnaround but in the long run also increases the number of trips the vessel can make each year. The savings in capital investment and the increase in earnings resulting from the introduction of new machinery and new methods of cargo handling could well be decisive in determining the profitability of the industry.

The sum total of developments added up to one conclusion: The time had come to review and re-examine labor relations in the light of the mechanization and modernization of West Coast longshoring.

The decision to discard the piecemeal approach and to tackle the entire issue of mechanization and modernization, the free introduction of machines and new methods of work and the elimination of obsolete practices and artificial restrictions on cargo movement was no small matter in itself. Whether it was even

possible to come up with an equally encompassing solution was the question.

The impact of change is devastating to many people. Would it be possible for the union—working collectively—to cope with these changes and eliminate the fears and insecurity they arouse? Did the workers have sufficient confidence in their union and in their own strength to face up to the reality of mechanization instead of waiting until they were victimized and were forced to struggle out of fear and desperation?

Much of trade union organization is primarily defensive. This is the origin of unionism, developed under the force of circumstances: the employer acts and the union reacts. In the main, unions are geared to remedy past grievances and to take care of present problems. They rarely prepare to meet the future—let alone anticipate it. There is always the temptation to drift, hoping for the best and meeting problems as they arise.

The shipowners had their own knotty questions to resolve. Should they permit collective bargaining on mechanization—something which many employers have considered an employer prerogative—not subject to contract negotiations? True, the very existence of a union and the establishment of any kind of work rules limit management's right to manage, but these are much easier to accept than agreement to negotiate on the issue of mechanization. In the same way that the union can drag its feet, hang on to old work rules, and finally blame any change on the employer, the employer can emphasize the need for new production methods, do his best to introduce them unilaterally, and blame his lack of success on the union.

Knotty question to Resolve

As early as 1957, the ILWU and the PMA had

agreed to the guiding principle that the men, through the union, should be guaranteed a share of the benefits of the machine. But this very agreement led to a whole series of unsolved questions.

Protection and Security

If the workers were to be assured a share of the machine as a means of providing guarantees of earnings and security, what would happen to the work rules and other contract provisions made obsolete by the new machines and methods? It would have been incongruous indeed for the union to insist on a share of the machine without conceding that new machines make certain work rules obsolete—work rules which did not provide for safety or protection against speedup, but rather served as work guarantees in lieu of other forms of job security.

On this score, it is important to recognize that many union work rules fall into the category of protection against abuse and provide a type of minimal job security. For example, the old longshore contract specified the minimum number of men to be used in each cargo operation. This basic gang structure guaranteed that there would be sufficient men to do the work with no one forced to double up or carry more than his share of the load. The provisions limiting the cargo in a single load (the slingload agreement) coupled with the gang size ultimately determined the pace of work. Such contract provisions are often criticized as "make-work," but a union man sees them as a guarantee of job security and protection against speedup.

Once the parties agreed to negotiate a mechanization and modernization contract which would include sufficient funds to accord security of employment or commensurate benefits—such as minimum work opportunity or earnings and early retirement—the union could no longer insist on keeping some of the guaran-

tees and protections embodied in the old contract. The price for getting a share of progress was to discard the work rules and practices made obsolete by progress.

The parties consequently worked toward a set of benefits and guarantees for the men which would be offset by removing the obstacles to the free and unimpeded introduction of new machinery and new methods of work. Such an understanding would relieve the shipowners of the requirement to employ unnecessary men. Past practices in cargo handling would be discarded if new and better ways were found.

For example, "double handling" would disappear. Double handling is the result when cargo comes down to the dock and is first unloaded from the truck onto the floor of the dock before a longshoreman stacks it on a longshore cargo board. Longshoremen, in accordance with the work rules, would not take the teamster load into the hold as a unit or permit the teamster to put his cargo directly onto a longshore board. This practice stemmed from the old safety rule that the longshoremen under the hook in the ship's hold would work only under a load built by fellow longshoremen. In some ports one longshore gang was employed to take the cargo off the teamster pallet board and stack it on the floor of the dock, and another longshore dock gang took it from the floor of the dock and built a longshore load to go on board ship.

Conflicts arose under the old contract when loads coming to the docks were in excess of the slingload limits. If a load was over the limit, longshoremen had to be employed to "skim" the load down to size.

The standard ship gang also conflicted with new methods. Under the old agreement, for example, em-

When Conflicts Arose

players were required to hire a basic size gang to load scrap iron. With the introduction of new machinery, men who had previously been used in the hold of the ship were no longer needed.

The Witness and the Magnet

The scrap iron was now lifted from the dock with a magnet and then released into the hold. The hold men who continued on the job were "witnesses"; they watched the magnet.

With M & M these obsolete work rules went by the board. However, the union insisted upon tight guarantees of job security and assurances against speedup or onerous individual workloads.

Then came the question: How do you go about negotiating the elements of an M & M Agreement? How do you determine the workers' "share of the machine"? Do you price out each change? Do you allocate a specific share of the savings on each new operation? What is it worth to set aside the slingload limit or to end the skimming of loads and double handling?

The parties gave serious thought to "costing" out the separate elements of a mechanization and modernization plan. But the administrative obstacles to such an approach, and the inevitable endless haggling over each change or new piece of machinery, precluded any success in this direction. Additionally, changes in longshoring are not uniform; they do not affect all commodities equally nor do they come about at the same time in all places. Some commodities readily lend themselves to speedy mechanization through containerization or handling in bulk or as packaged loads; others will probably be handled in the conventional manner for years to come.

The parties decided they were better off to

tackle the issues as a whole, and the following principles were agreed upon:

- .. The longshoremen were entitled to a "share" of the machine.
- .. There would be no layoffs of registered longshoremen.
- .. The Mechanization and Modernization Agreement would provide a guarantee of work or earnings.
- .. If the unhindered introduction of new machinery and new methods of work resulted in the curtailment of work opportunity so that the size of the work force had to be reduced, this would be done by shrinking the work force from the top.

The last principle is exactly the reverse of normal practice in most industry. One form of security for which every union strives is the application of strict seniority on layoffs and rehiring. The oldest worker is the last man laid off and the first rehired.

In longshoring on the Pacific Coast, however, early retirement on a voluntary basis is part of the workers' share of the machine; and compulsory retirement, with a greater benefit, will be used if this is ever needed to reduce the work force. This is an innovation in American industry: the older man leaves the labor market by getting credit for his years of service when the machine cuts into job opportunity; the younger man has added job security. The resulting younger work force is not without value to the employer.

This is not to criticize the principle of seniority as applied in most industries. Ordinarily, when layoffs

An Innovation In Industry

are necessary the younger man has a better chance to land a new job. The M & M Agreement, in contrast, eliminates layoffs while providing both early retirement for the older workers and job security for the younger ones; both age groups benefit from this approach.

There were other general questions upon which required agreement in order to complete an M & M contract. What happens if a port loses a large share of its cargoes and there is no work on hand for those men—as might happen to a lumber port which is timbered out? Do these workers stay on in this port, and do they get the guarantee of earnings under M & M? Provision had to be made to offer these men transfers to other ports where work was available. *The parties agreed longshoremen would have coast-wise registration and could therefore be shifted from port to port, giving them industrywide preference and seniority.* In addition, while negotiations moved ahead on mechanization and modernization, the work force was frozen and no new men were registered. This afforded an opportunity to watch the impact of the M & M Agreement on work opportunity before a determination was made on additional men.

Joint Study Was Essential

Lastly, it was essential that the parties allow for a joint study of each new job situation as it arose. There had to be guarantees against abuse if old restrictions were dropped. For example, if bigger loads are hoisted on board ship, the agreement provides that either men or machines will be added if onerous conditions or speedup of the individual worker result. The principle is sound, but it is subject to differing interpretations.

A listing of these problems demonstrates the understanding, confidence and mutual security called for from the men, through their union, to make it possible to handle the variety of issues which would result from

the new contract. All through the negotiations it was essential that the parties overcome the suspicion, hostility and feeling of helplessness, which generally accompany the impact of the machine or of any other sudden change on a group of workers.

For the employers negotiations demanded the most detailed analysis of operations, an understanding of what could be expected in increased productivity and turnaround of vessels through an M & M agreement, and the balancing of these considerations against the old way of doing business.

Terms of Agreement

Agreement was reached in October 1960 to go into effect January 1, 1961. *The Union won a substantial degree of security for its members provided for in no other union contract; the Employers won a substantial degree of freedom for productivity improvements.* The agreement on M & M runs until July 1, 1966, and is not subject to review. The basic longshore and clerks' agreements were extended for the same period, but they are open periodically on all matters except mechanization and pensions.

The PMA agreed to contribute into a fund \$5 million annually for 5½ years, beginning January 1, 1961; but the employers reserved to themselves the right to determine how to raise the money. The trust fund is for the exclusive use of those men who had full registration at the time the agreement was signed. Three million dollars each year is considered to be, in the union's terminology, the men's "share of the machine"; this portion of the Fund is intended for early retirement, cash vesting and death benefit features.

The remaining two million dollars per year represent what the men are to receive for selling their property rights in certain of the working rules. It is recognized that eleven million dollars is the total price (\$2 million for 5½ years) and that by 1966 the trans-

action will be completed. This portion of the Fund will, if necessary, be used for the wage guarantee. Men who are registered in the work force from now on will not be entitled to any of this part of the Fund because they were not party to the bargain on the working rules.

Guarantees Against Layoffs

Maximum possible security for the present fully registered work force is provided in the following way:

1. There is a flat guarantee against layoffs. The parties prepared for this first by freezing registration in 1958 and second by placing registration on a coastwide instead of a port by port basis thereby facilitating the shifting of men from area to area.

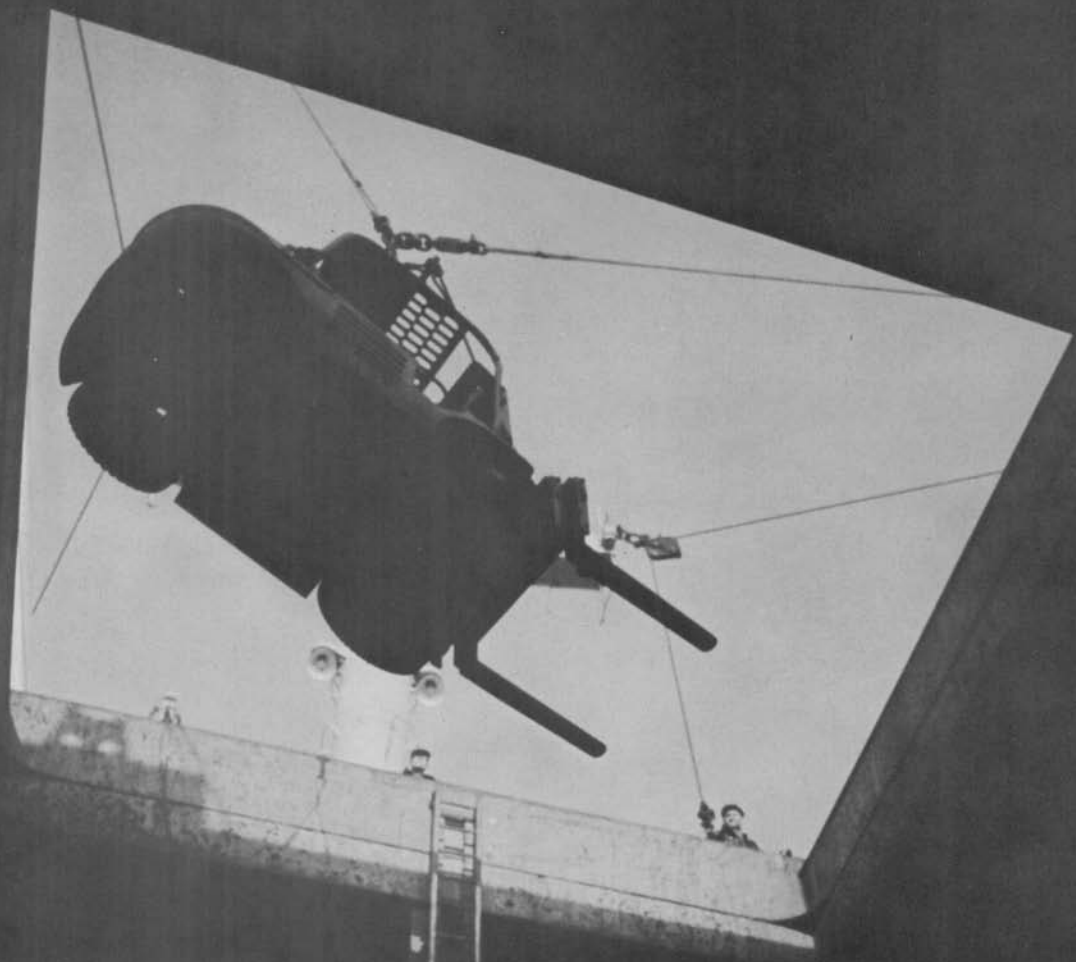
2. There are two cushions to take up the shock as work opportunity declines from rising productivity. First, normal attrition is high because the average age is well over 45 years. Deaths and normal retirements remove about 4 percent of the work force each year. Secondly, the parties have agreed to reduce the amount of work performed by other than regular longshoremen.

3. The Agreement provides for voluntary early retirement, at age 62, with a monthly benefit of \$220. At age 65, when Social Security is payable, the industry pension drops back to \$115. This provision induces the retirement of men who would have otherwise continued working. Their withdrawal leaves more work for the younger men. This is seniority in reverse.

If a man chooses not to retire early, but continues to work until normal retirement, he receives a lump sum of \$7,920—the equivalent of \$220 per month for the 36 months from age 62 to age 65.

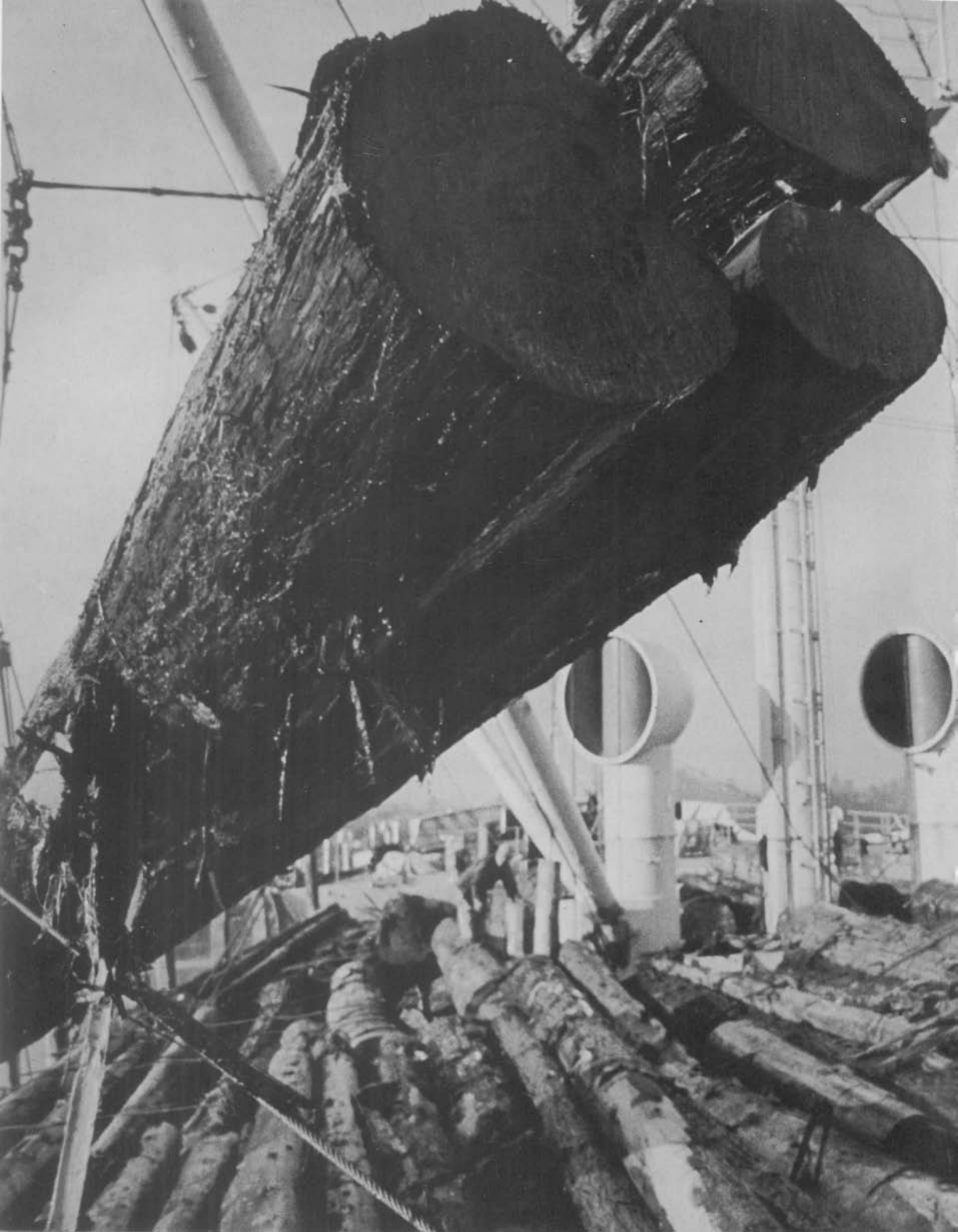
4. If a sharp decline in work opportunity makes it necessary, the parties may invoke compulsory early

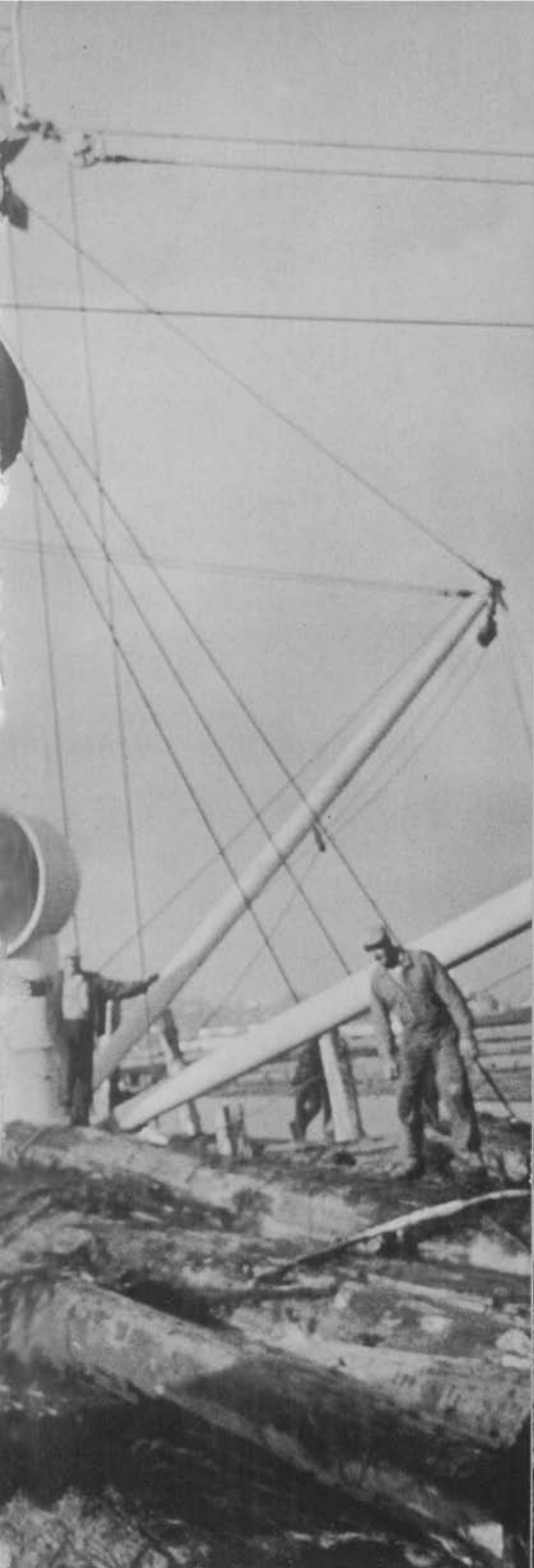
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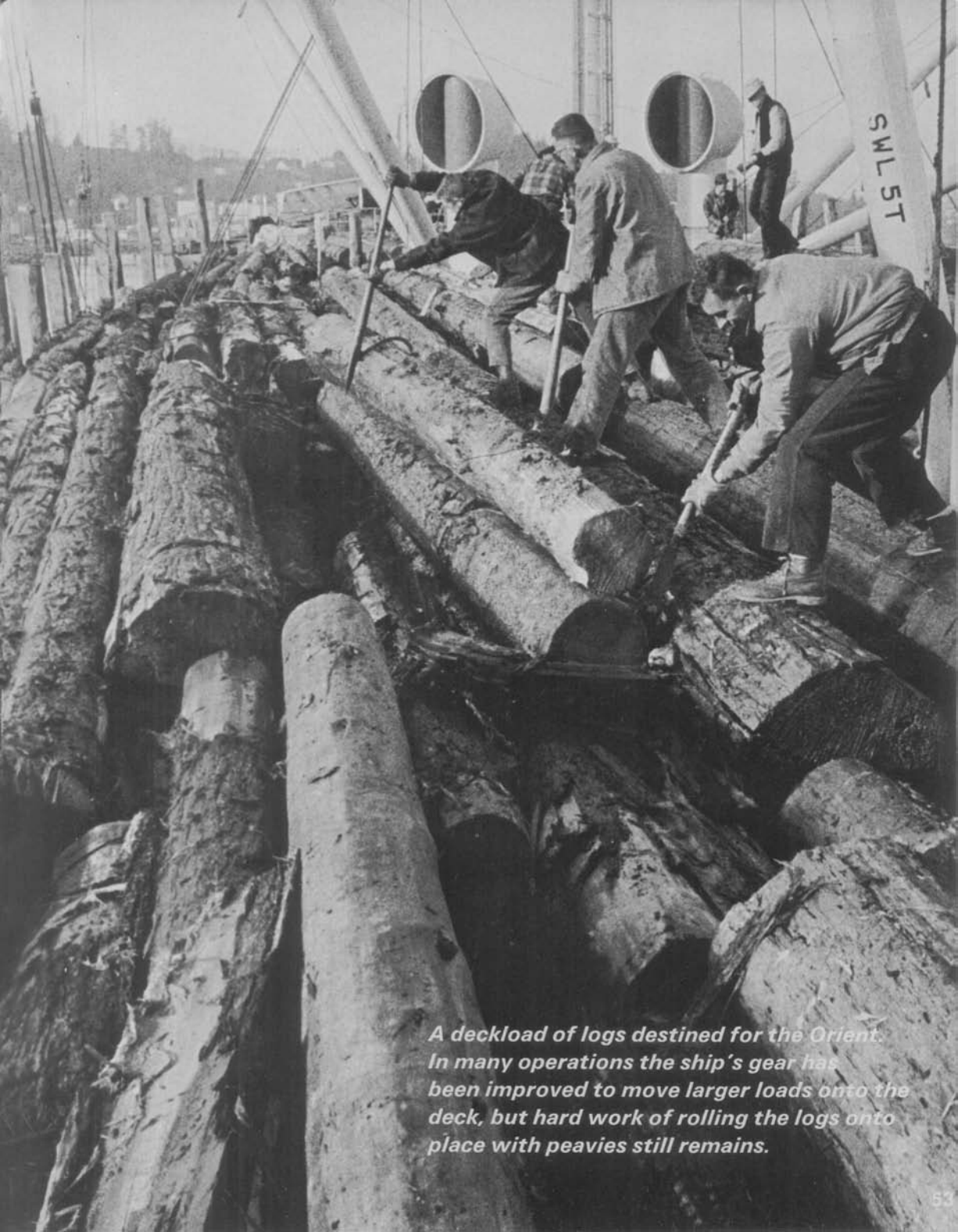
But time does not stand still.
New methods are found
to move cargo.
A fork-lift is lowered
into the hold
with the ship's gear.

The load begins to shift
from the longshoreman's back
to the machine.

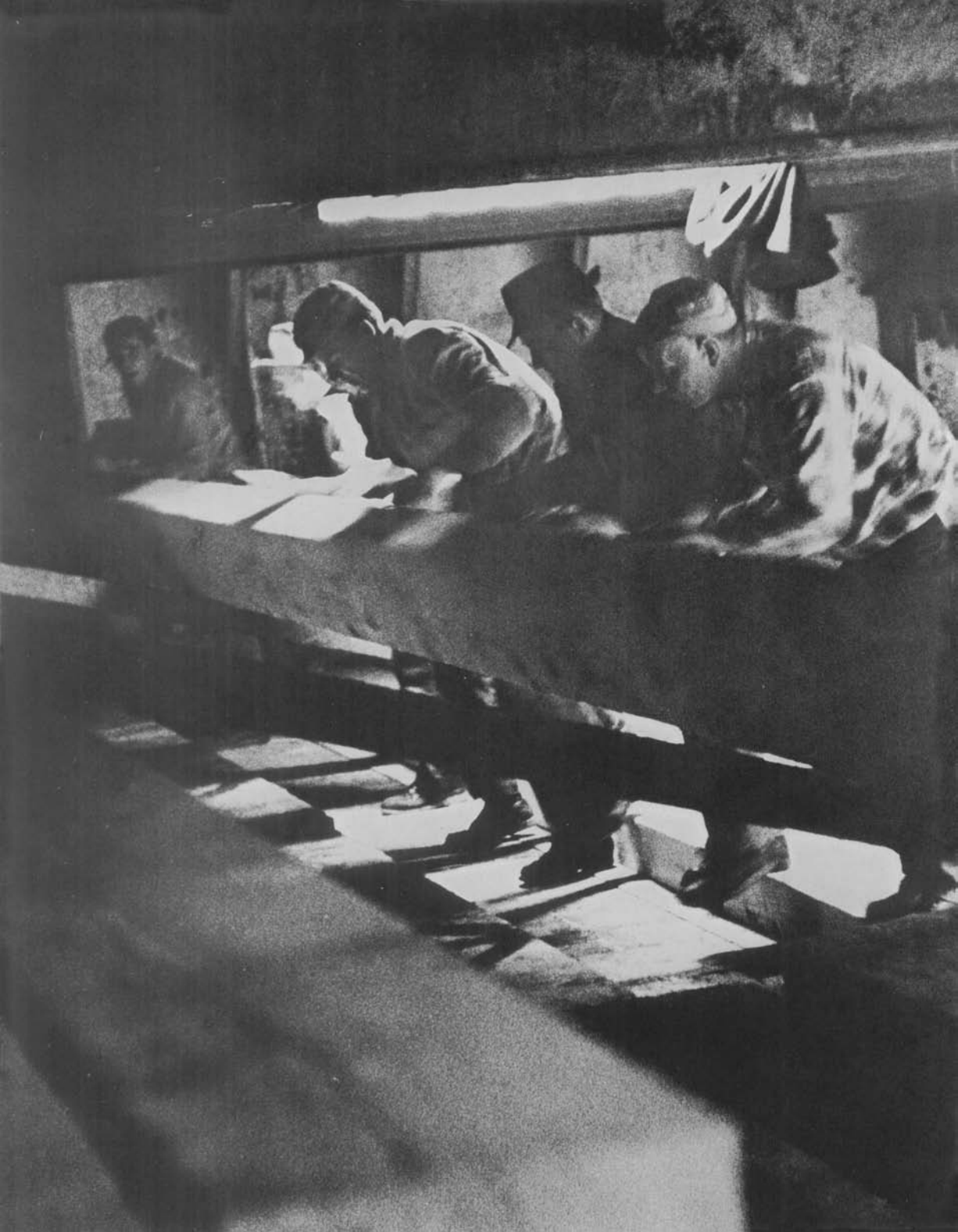








A deckload of logs destined for the Orient. In many operations the ship's gear has been improved to move larger loads onto the deck, but hard work of rolling the logs onto place with peavies still remains.



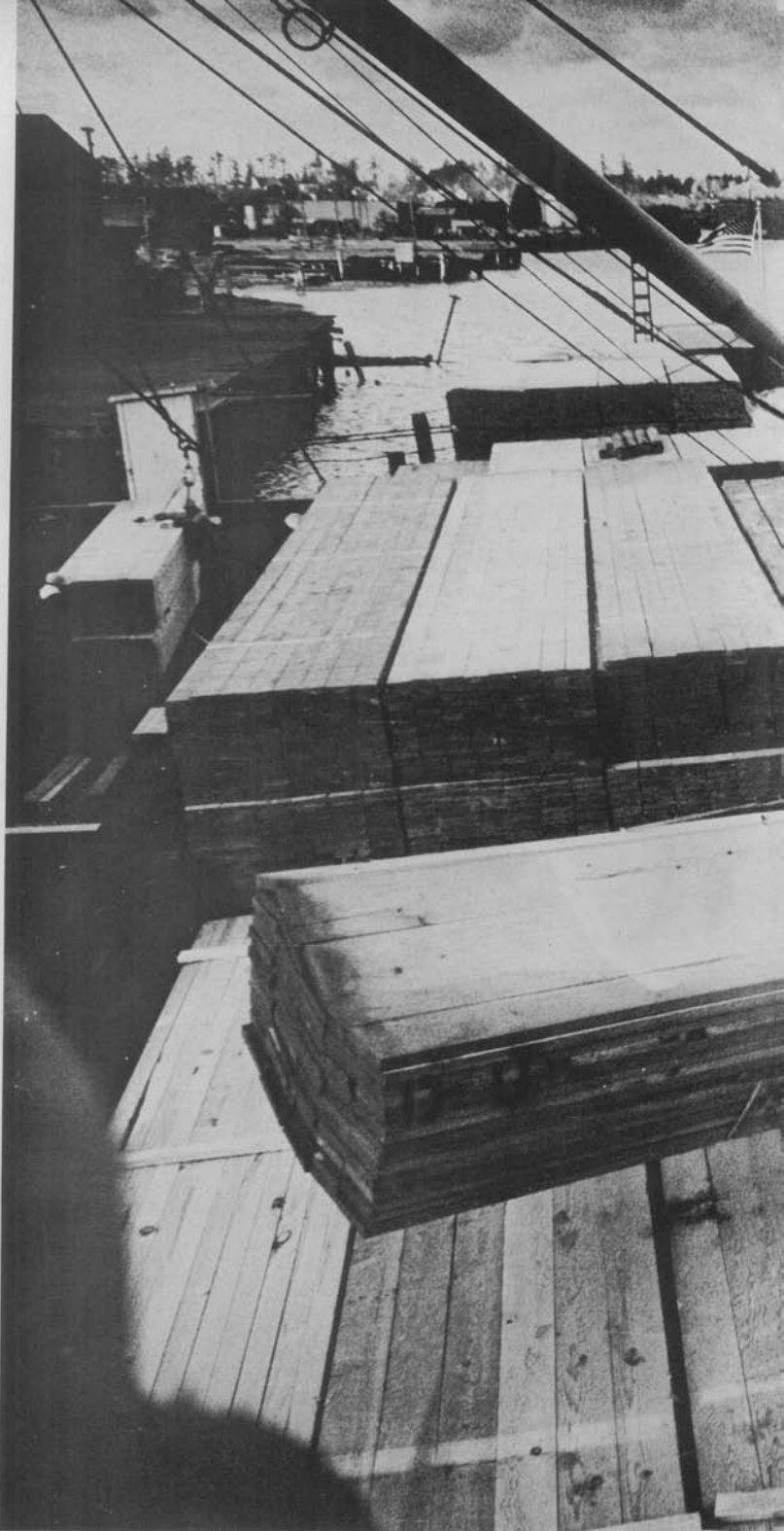


In the hold
of a lumber ship
the men
are winging up
huge timbers
called "fletchers".

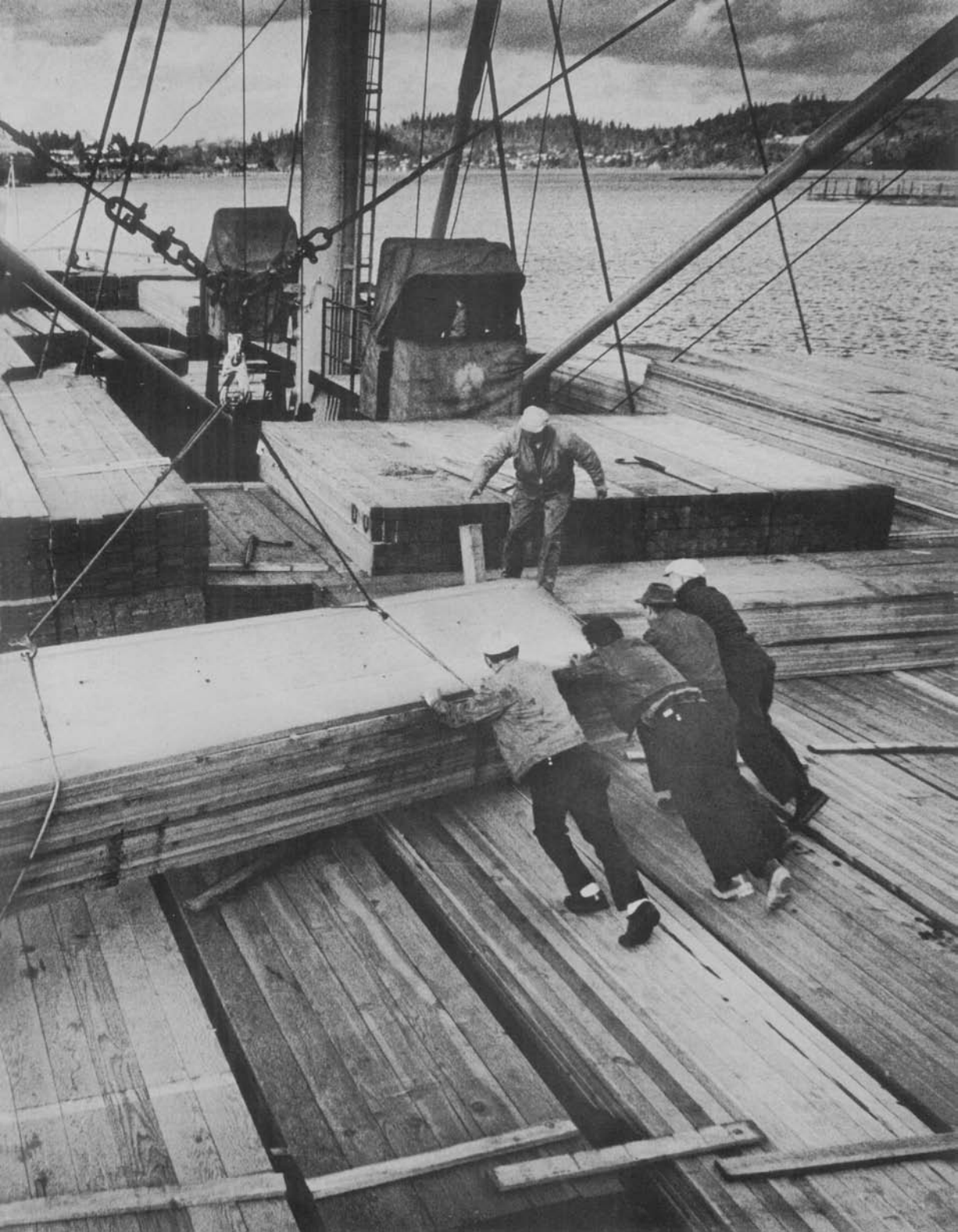
The holdmen
have rigged a skid,
and will roll
the "fletcher"
edge over edge
until it
is beamed up
in place.

At one time
all lumber was loaded
piece by piece
in the hold of a ship.

The first shipments of
unitized loads of lumber
took place on deck.
The stickers between loads
allow space to place
a sling around the same
load for discharge
when it arrives
at its port of destination.



*Coos Bay, Oregon.
Longshoremen maneuver
a load into place.*



In years past, loading lumber required some of the most skilled longshoremen on the West Coast who stowed lumber piece by piece with the uniformity of parquet flooring.

It took a good eye and a special skill to judge length and width and to utilize every inch of space.

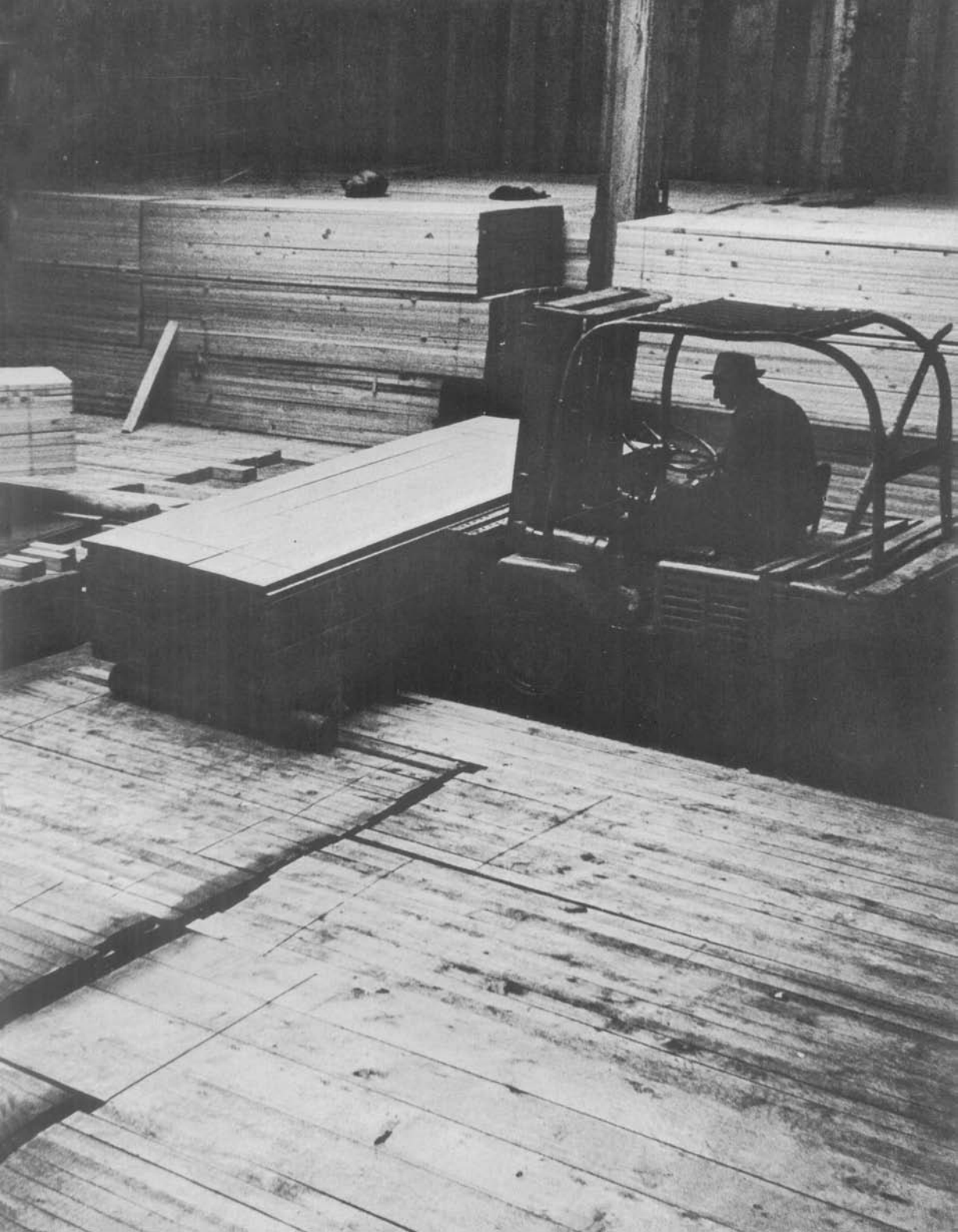
Today, loads of lumber, cut to order and strapped at the mill, are moved as a unit into the hold of the ship, and stowed with the help of a fork-lift.



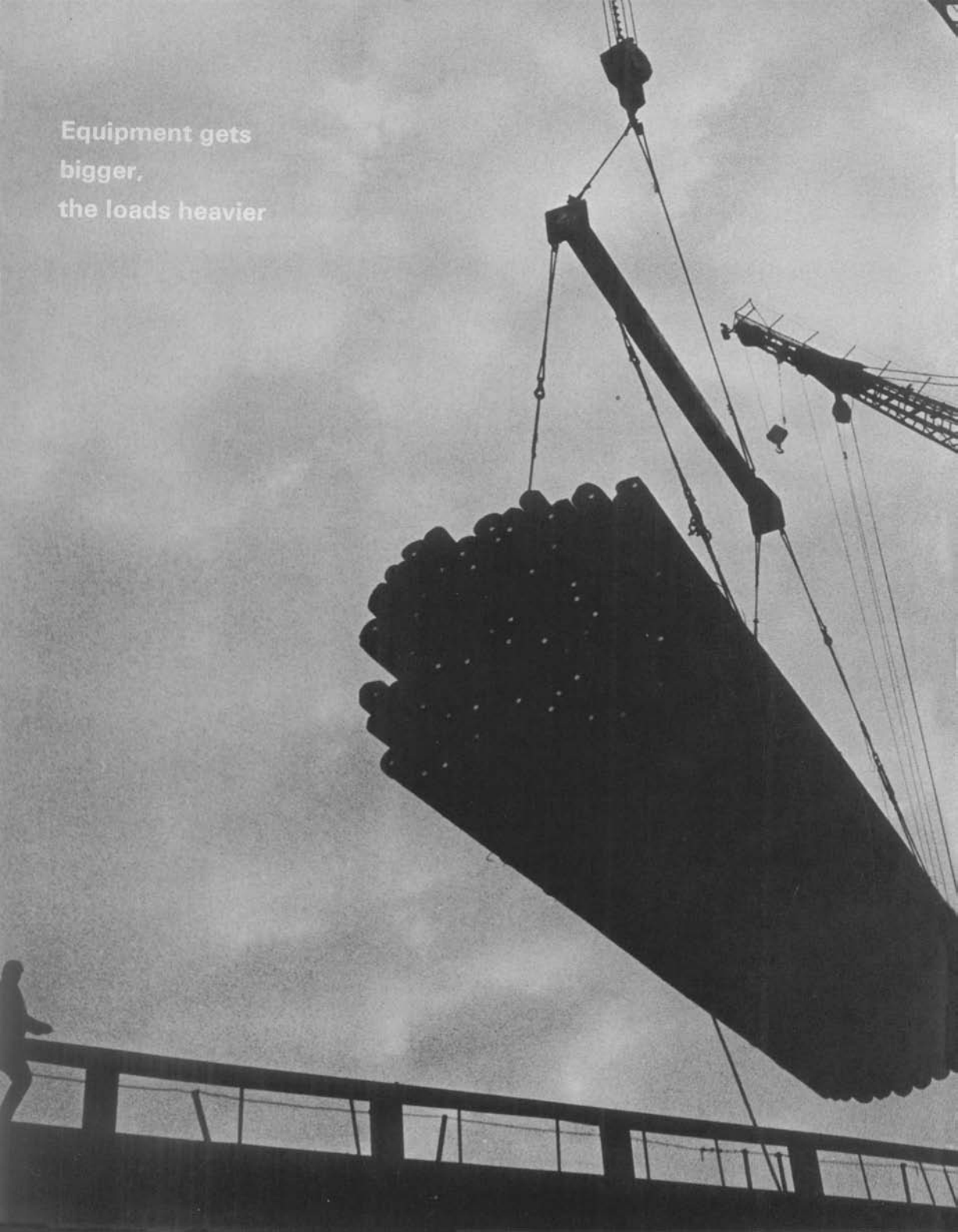


With fork-lifts in the hold, lumber ships began to cut their turnaround from more than two weeks to four to five days. Some cargo space was lost, but was made up by the increase in the number of voyages a ship could make each year. A million board feet per vessel-shift is not uncommon in this operation.





Equipment gets
bigger,
the loads heavier





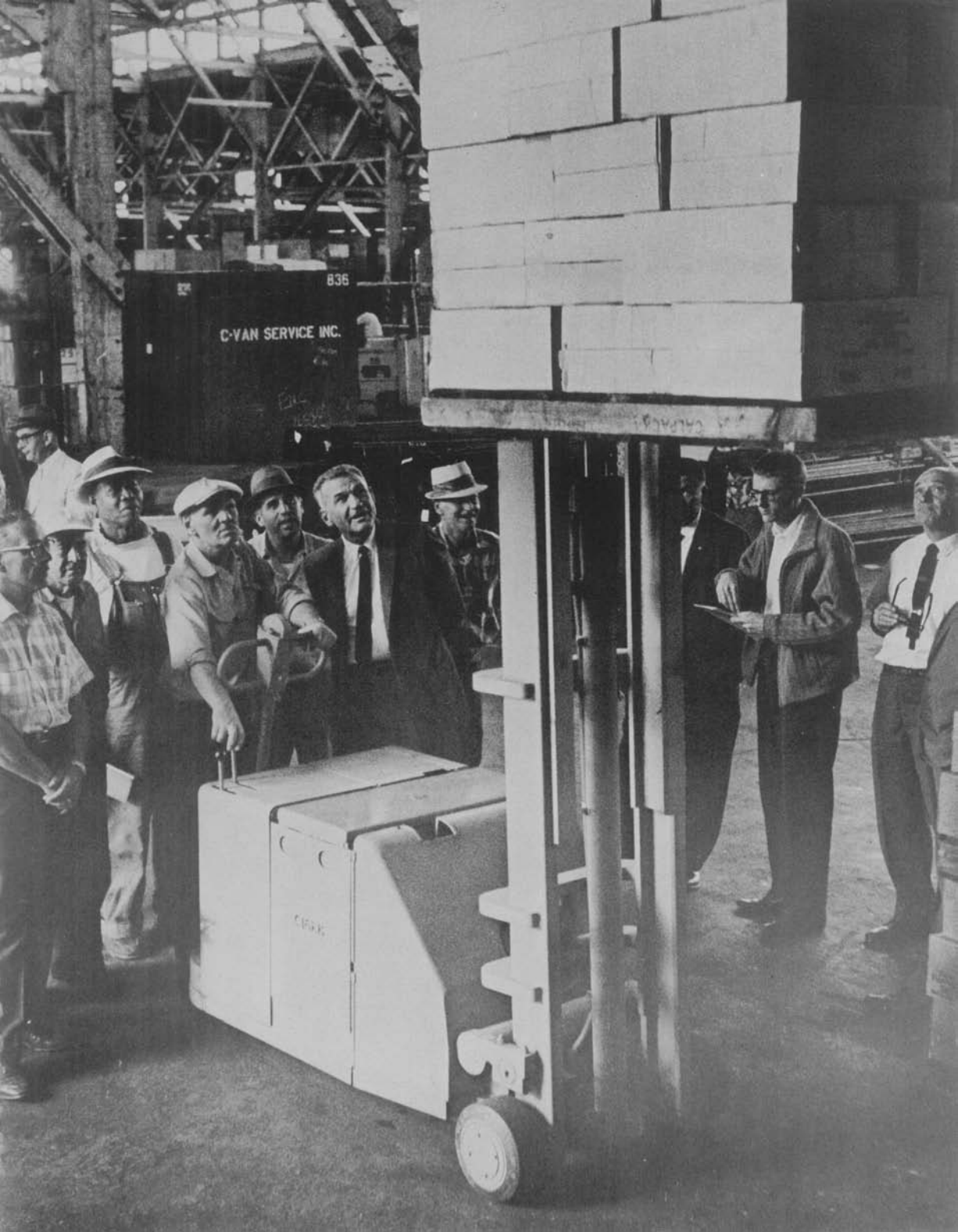
*Whirly cranes swing
35-ton loads of piling
onto the deck of a barge.*

Transition:


From the old
to the new,
changes, adaptations,
new equipment,
or experimentation
with old equipment—
not all new ideas work.

*In a pier shed
a walk-around fork-lift
is being given a tryout
for high piling
of pre-stacked cargo.*









The most important and versatile piece of equipment introduced into longshoring was the fork lift.

Adaptable to many operations, it took on many names: fork-lift, bull, lift-jitney, hi-low, finger-lift. With it came the multiple use of the pallet board.

The pallet board had slowly evolved from a makeshift device meant to keep cargo off damp floors into a valuable transportation tool. With the fork-lift, the pallet board came into its own. Together they brought about the first important change in longshore operations in decades.

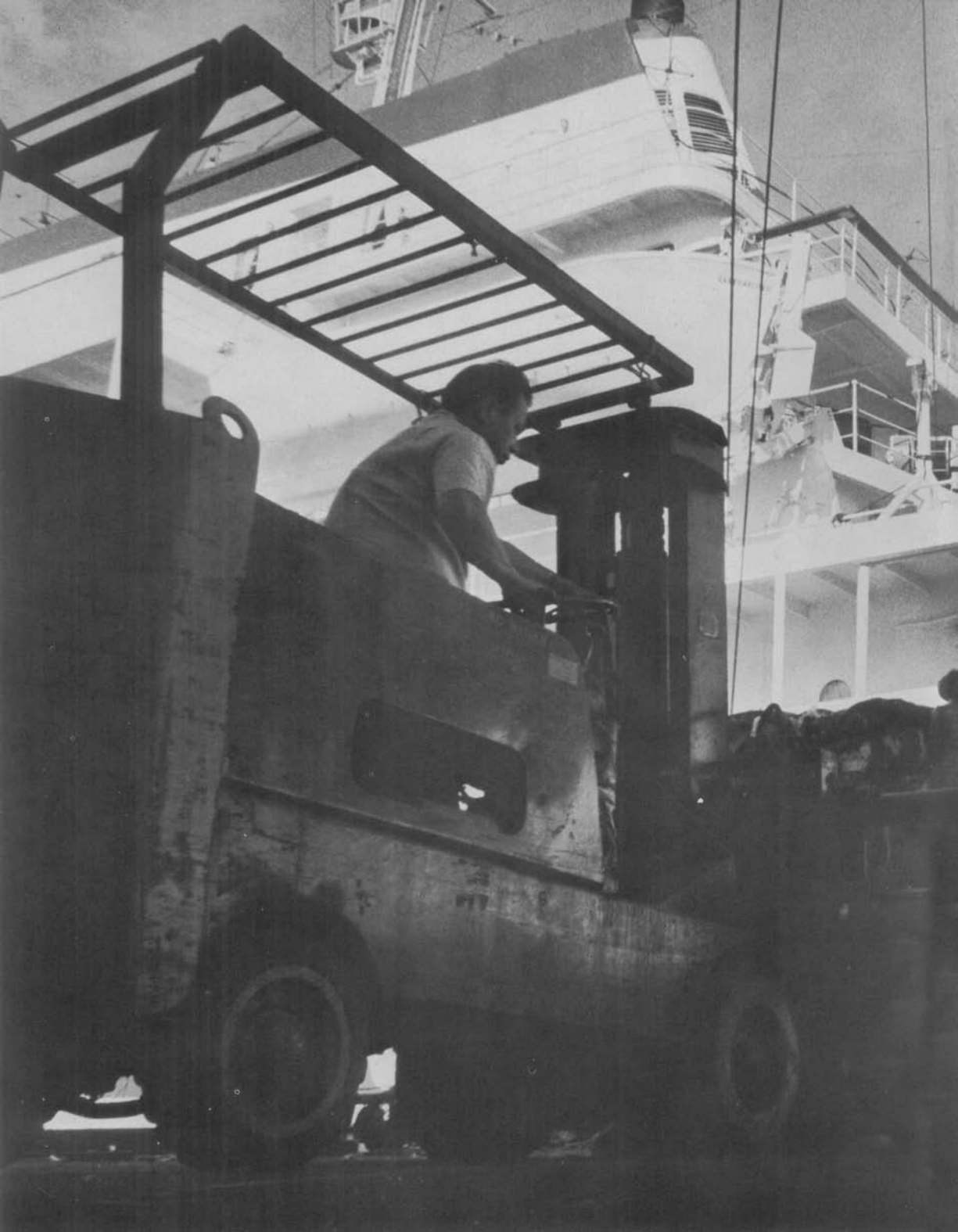
Repeated man-handling of cargo could be reduced and eliminated. Many types of cargo—cartons, canned goods, sacks—could be pre-stacked, standardized and unitized.

First, the fork-lift and pallet boards were used to high-pile and break down cargo on the dock.

Then they were shifted to moving cargo loads to and from the ship's hook.

Now they are used more and more in the actual loading and discharge of cargo in the ship's hold or on deck.

This fork-lift, moving two pallet board loads at a time, is high-piling on the dock.





VERSATILITY

*Forklift,
adapted
to handling
bales
of cotton
or similar
cargo
by means of a
hydraulically
operated
squeeze
delivers six
doubly compressed
cotton bales
to the hook,
to be hoisted
aboard
three bales to
a slingload.*





With the fork-lift moving into the hold, and with experienced longshoremen handling the controls, vans and other containers which were formerly stowed mainly in the square of the hatch can now be moved into the wings or fore and aft.





Scrap iron
used to be loaded
in huge buckets
and dragged
and stowed
piece by piece
by a hold gang
of 8 longshoremen.

*One longshoreman
at the wheel of a cat
is bulldozing scrap iron
into the wings.*





Ore and other bulk cargoes which once were shoveled by hand into tubs and buckets are now discharged mechanically.

The payloader, another adaptation of the fork-lift, bulls the ore into the square of the hatch, getting it ready for the clamshell.

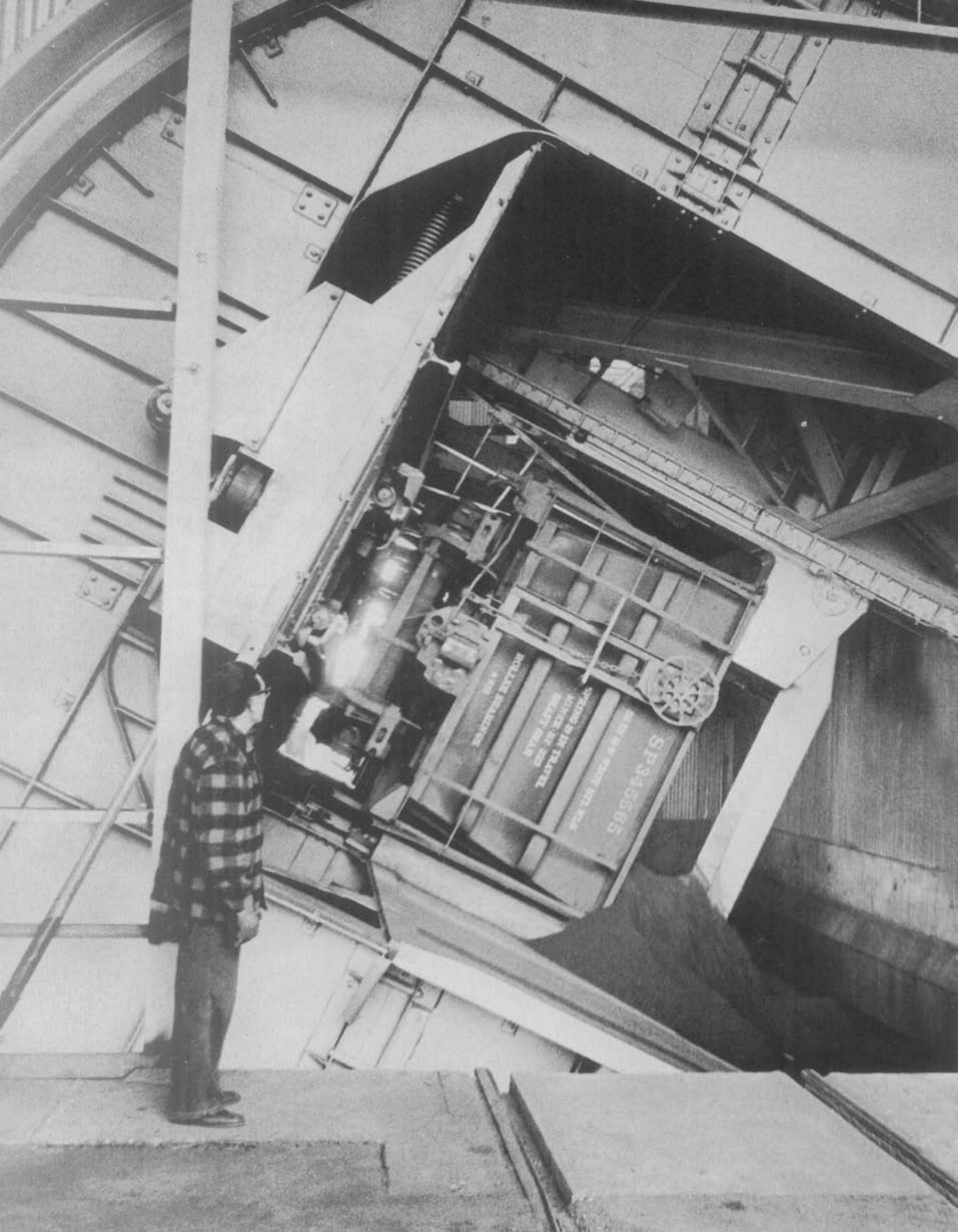


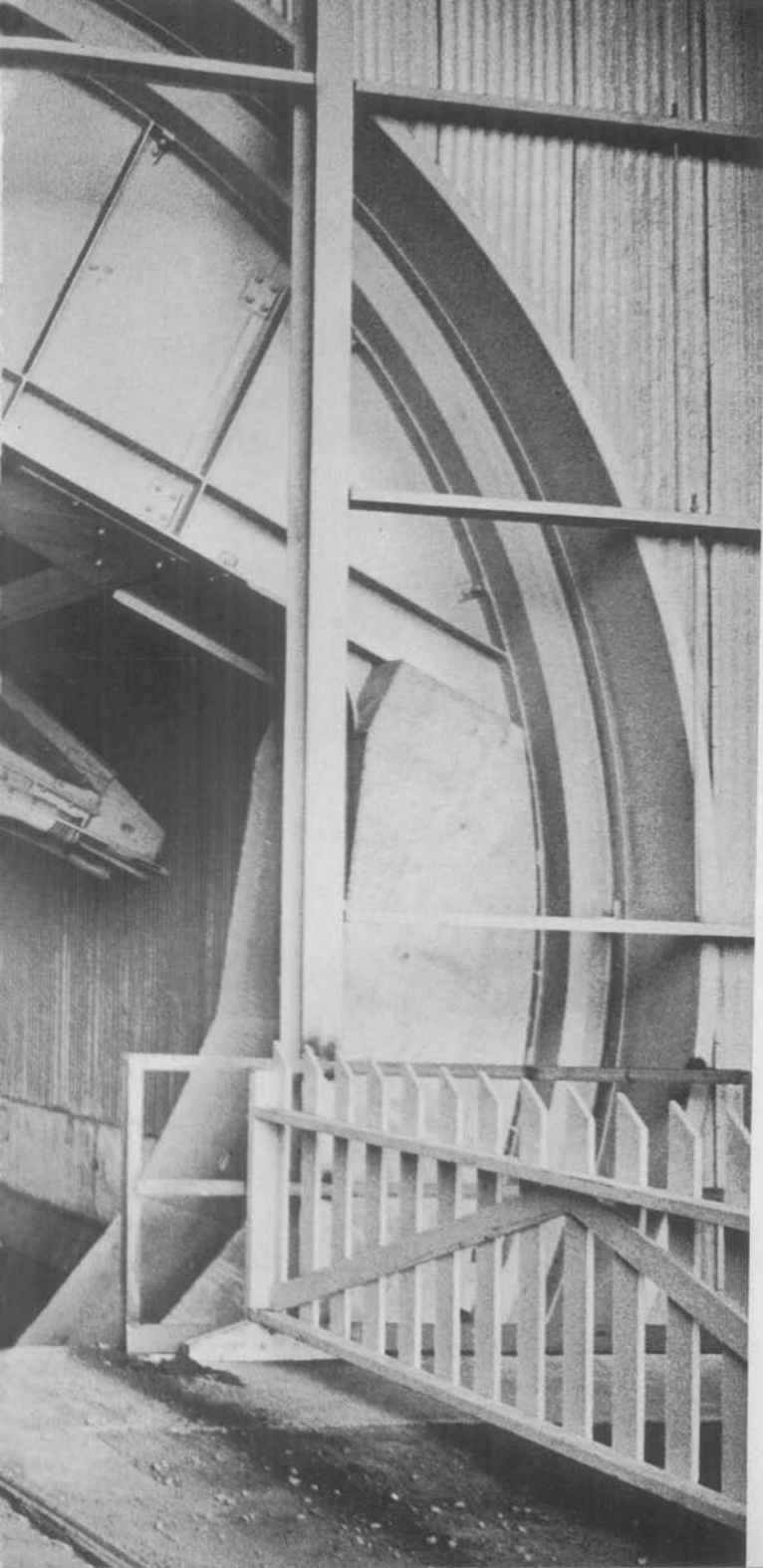


This clamshell takes two tons at a bite. Others take up to 13 tons.

The only shoveling left is cleanup around stanchions, ribs and ladders and out of the corners.

Lead ore being shoveled and discharged by longshoremen.





Now machines make possible a continuous flow of bulk cargo from rail to dock to storage to ship.

A railroad car, clamped into a huge revolving cylinder, dumps 90 tons of ore in 45 seconds by turning the entire car on its side.

Automatic car dumpers are installed in the ports of San Pedro and San Diego. Similar machines handle grain at Portland, Ore., and Longview, Washington.

***Time does not stand still—
These machines
were only a beginning***

***Discharging raw sugar
from ship's hold.***



The first full impact of automation on the West Coast waterfront came with the total conversion from sacks to bulk operation in the movement of raw sugar from the Hawaiian Islands to Crockett, California, on the upper San Francisco Bay.

Ship Operation

Raw sugar unloaded in sacks:

10,000 tons 6,650 manhours

Raw sugar unloaded in bulk:

10,000 tons 1,000 manhours

Warehouse Operation

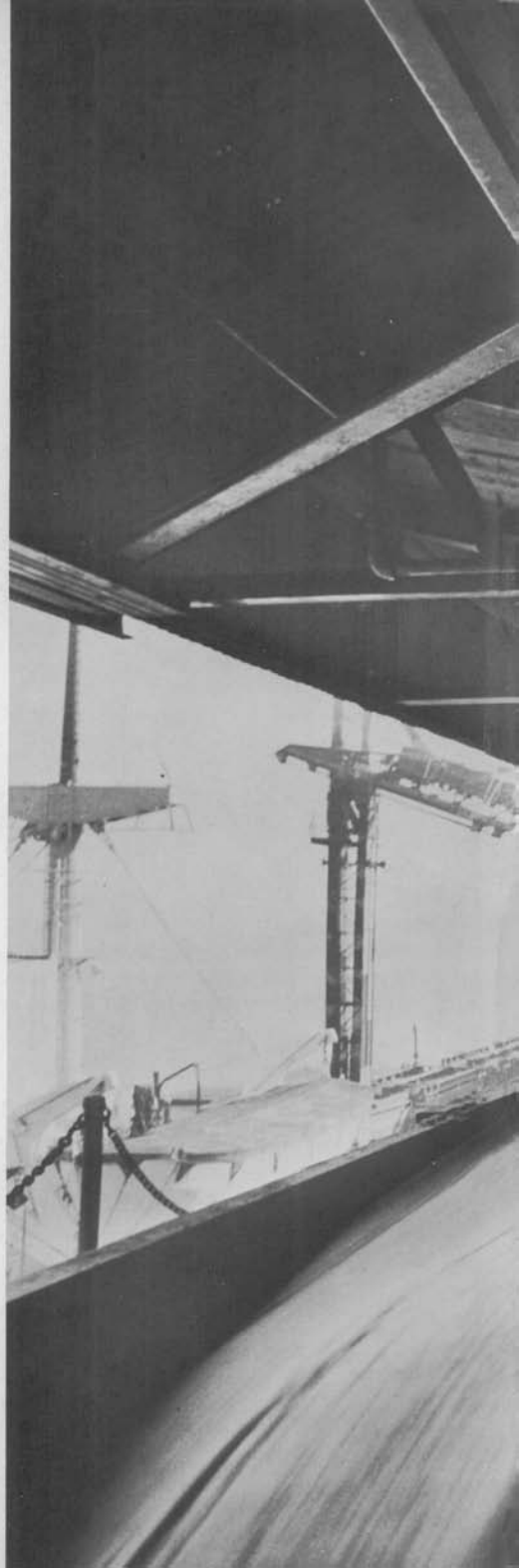
Raw sugar handled in sacks:

Work force 80 men

Raw sugar handled in bulk:

Work force 8 men

*Raw sugar moves
on an endless belt
from ship to storage.
It is automatically
weighed and sampled.*





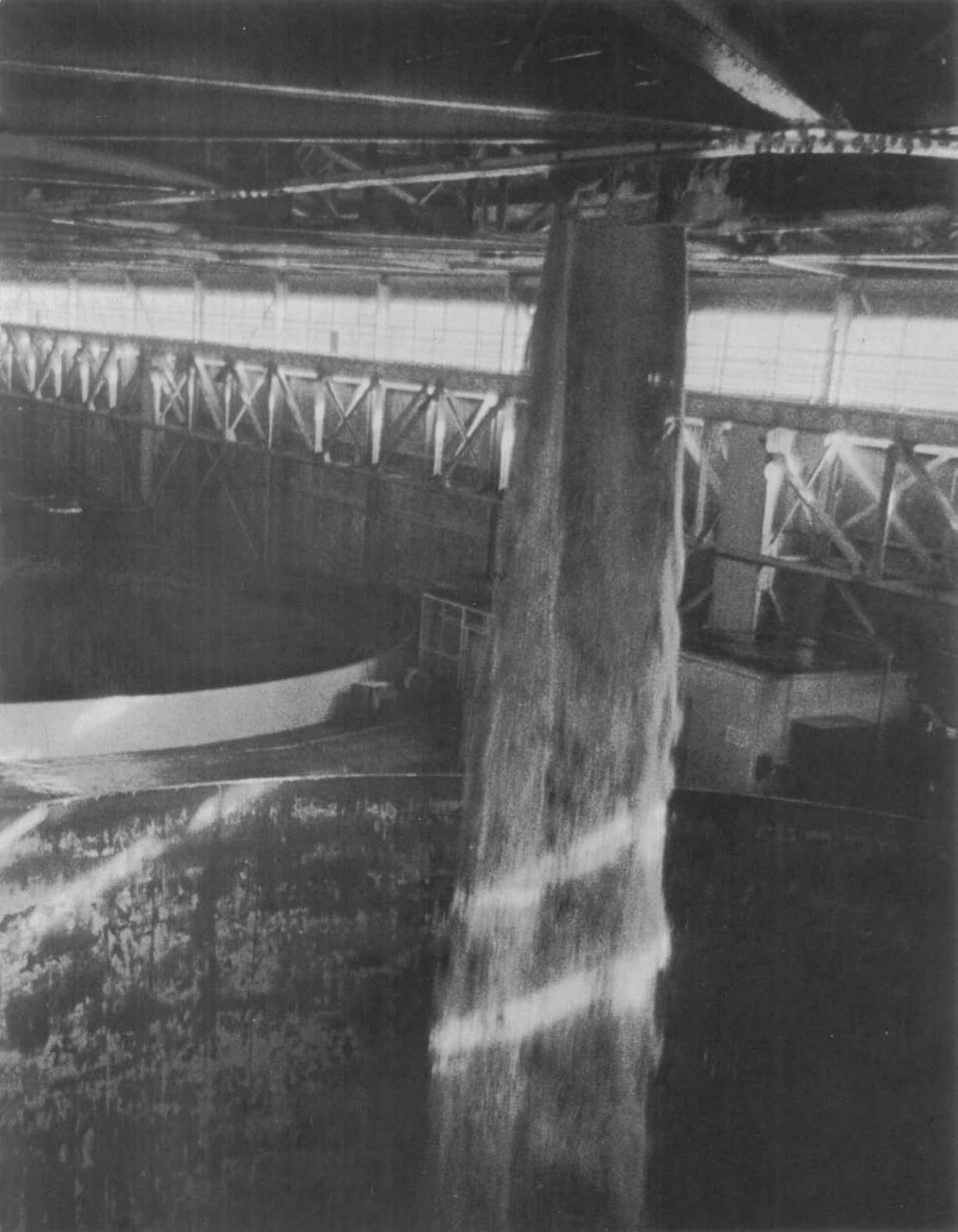
Before bulk sugar was introduced, raw sugar sacks were piled ceiling-high in the warehouse.

From there, when sugar was needed in the factory, sacks were moved to the cut-in station where they were opened and the sugar fed to the refinery.

Now raw sugar pours off an endless belt into huge bins and moves by gravity onto another conveyor en route to the refinery operation.

These nine sugar bins at Crockett, California each hold above 11,000 tons of raw sugar, a total capacity of 100,000 tons. They are 80 feet in diameter, 76 feet in depth.



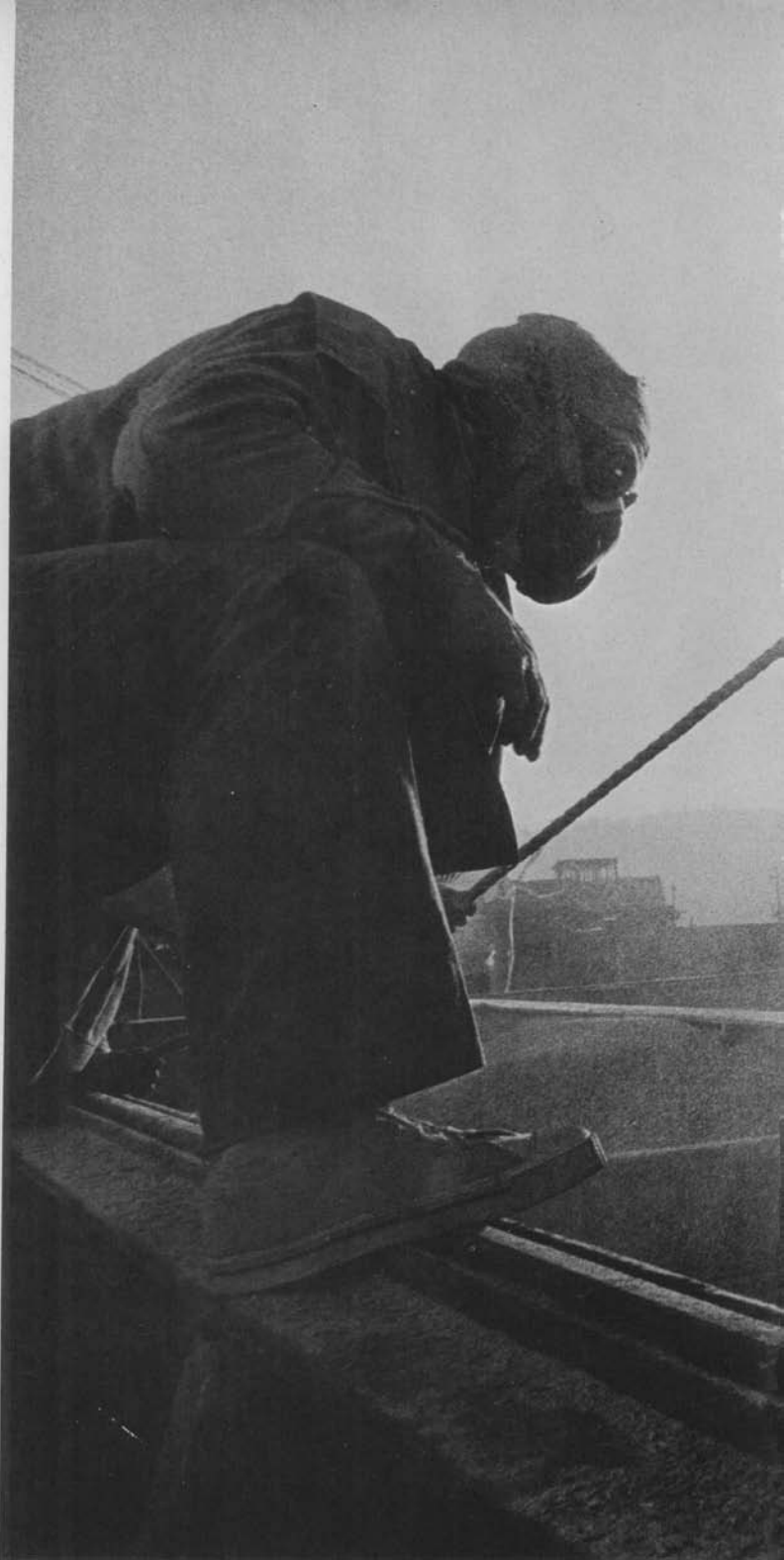


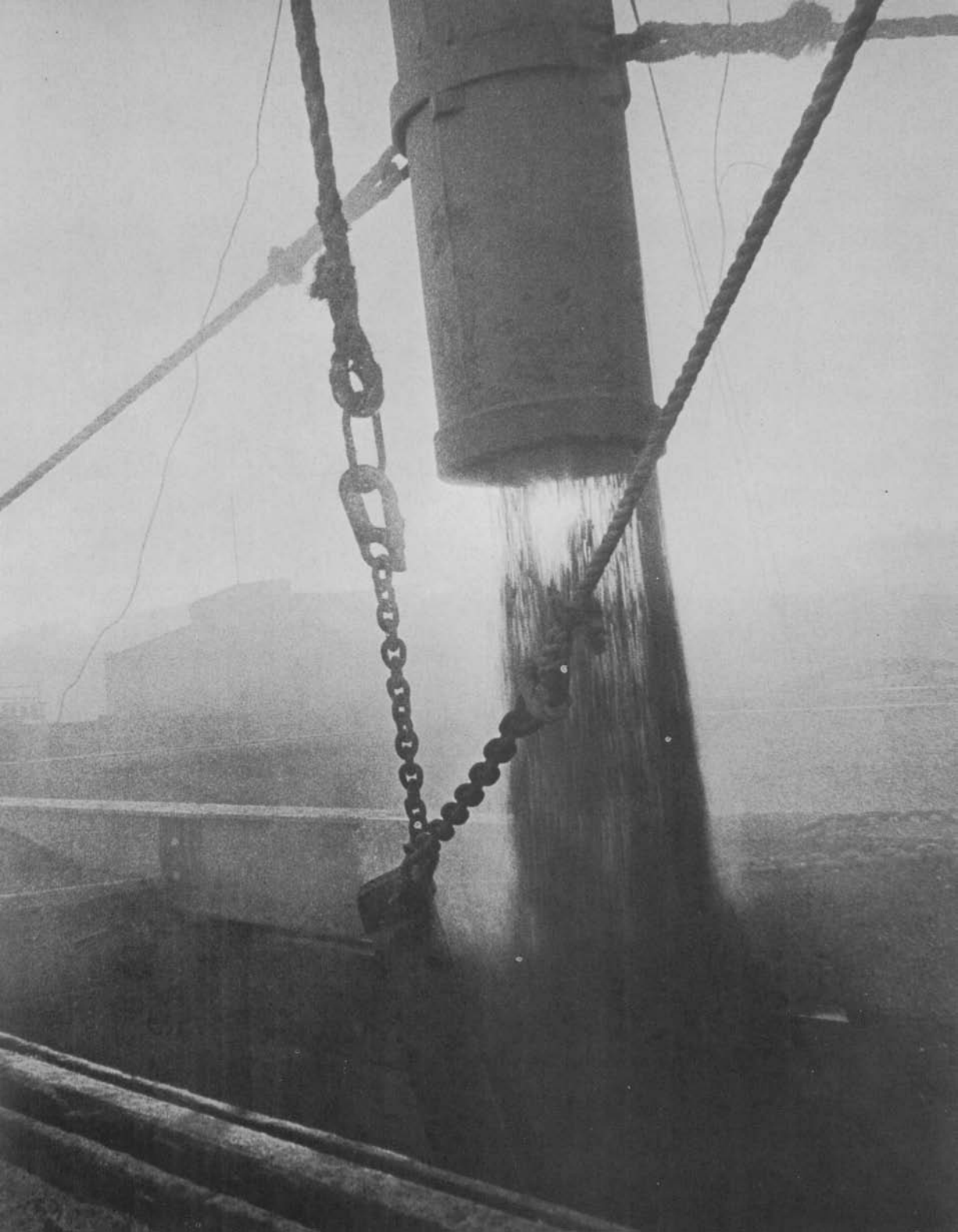
The grain ships
in the Northwest
were among the first
to be converted
from sacks
to bulk.

Grain pours
into the hold
at a rate of
145 to 700 tons
per hour.

The job is dusty,
requiring masks
and goggles.

The spout is fed
from huge grain silos
and moved about
to get an even stow.





In the hold
of a grain ship
a pan and stowing board
are used
to shoot the grain
into the corners
of the hatch.

Longshoremen work
knee-deep in the grain.
The dust
reduces visibility
to almost zero.

One man is
swinging the pan
while his partner
works the board.

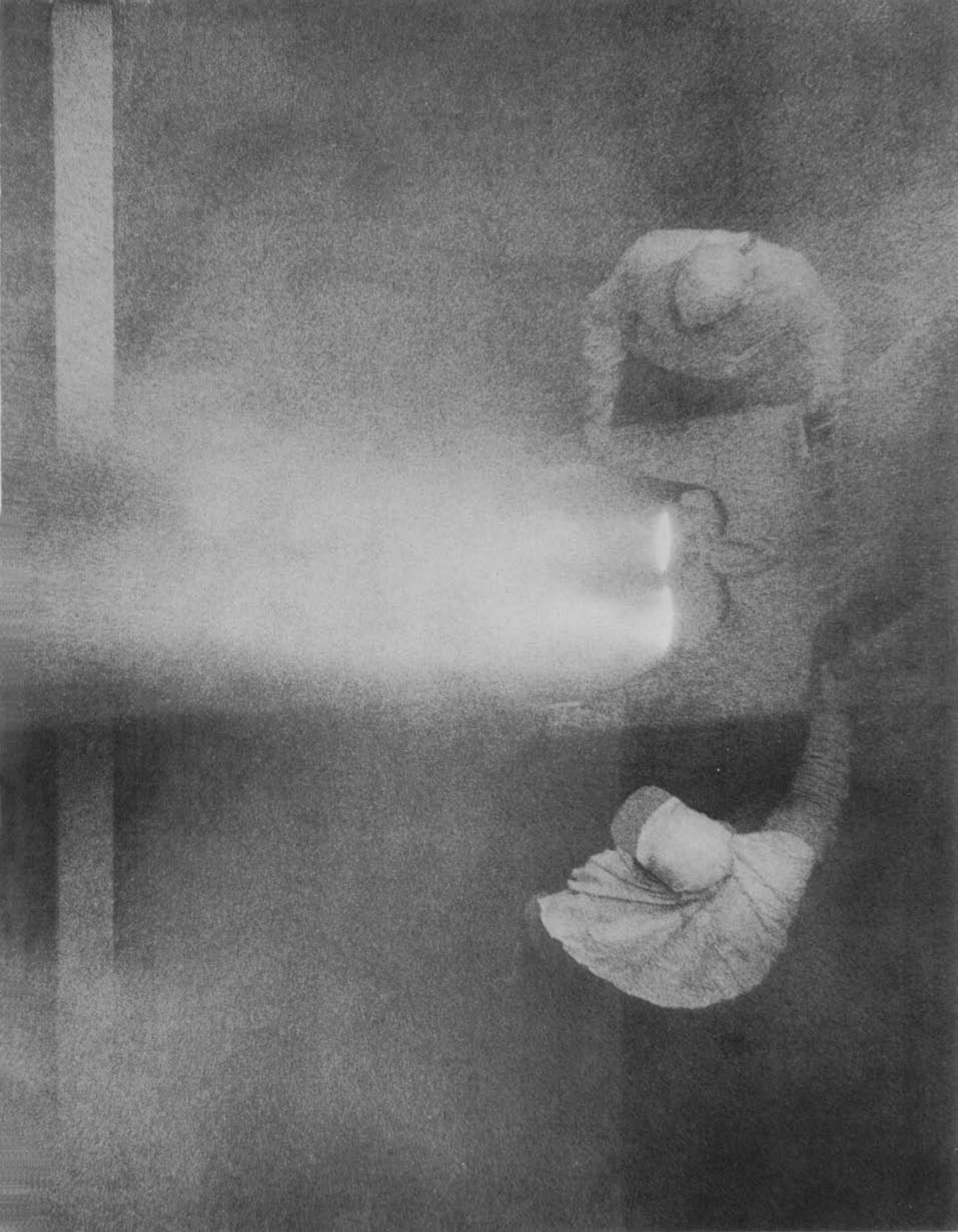




In some ports
an electric
stowing machine
has replaced
the grain board,
stepping up the
loading operation.

The grain
is blown
with great force
throughout the hatch.

Headlights are
now needed
for visibility.





Single purpose ship: The SS Hawaiian Motorist was converted for the sole purpose of shipping automobiles from the West Coast to Hawaii. The speed of turnaround makes it worthwhile to bring the ship back empty. It is virtually an auto ferry without drivers.



*Winch driver operating
electrical controls.*

Before mechanization,
paper rolls were
man-handled
by six to eight men
in the hold
and brought out
by conventional
ship's gear
and rope slings.

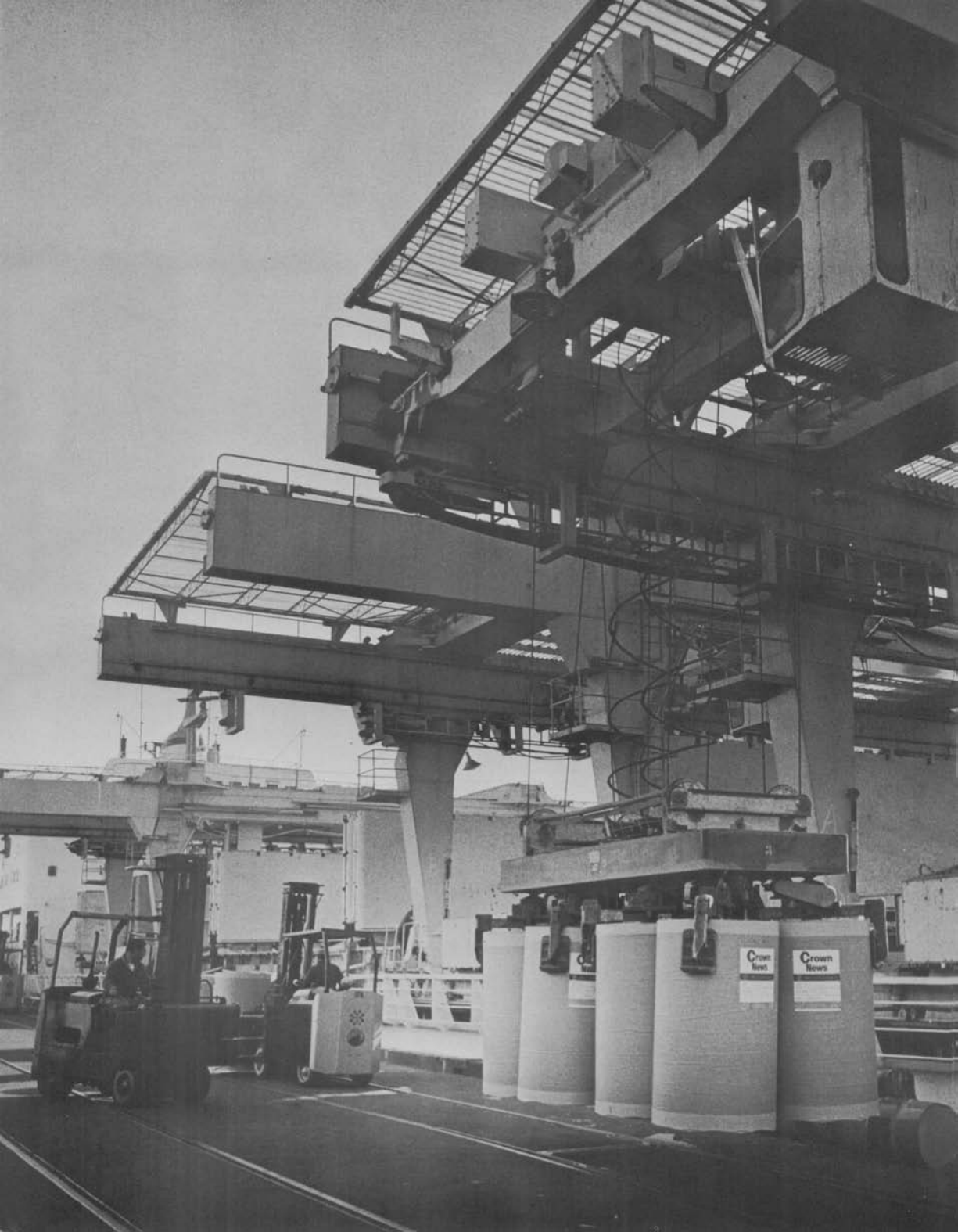
Today, these rolls,
each weighing nearly
a ton,
come out of the hold
eight at a time with
a specially-designed
grab which deposits
them on the dock.

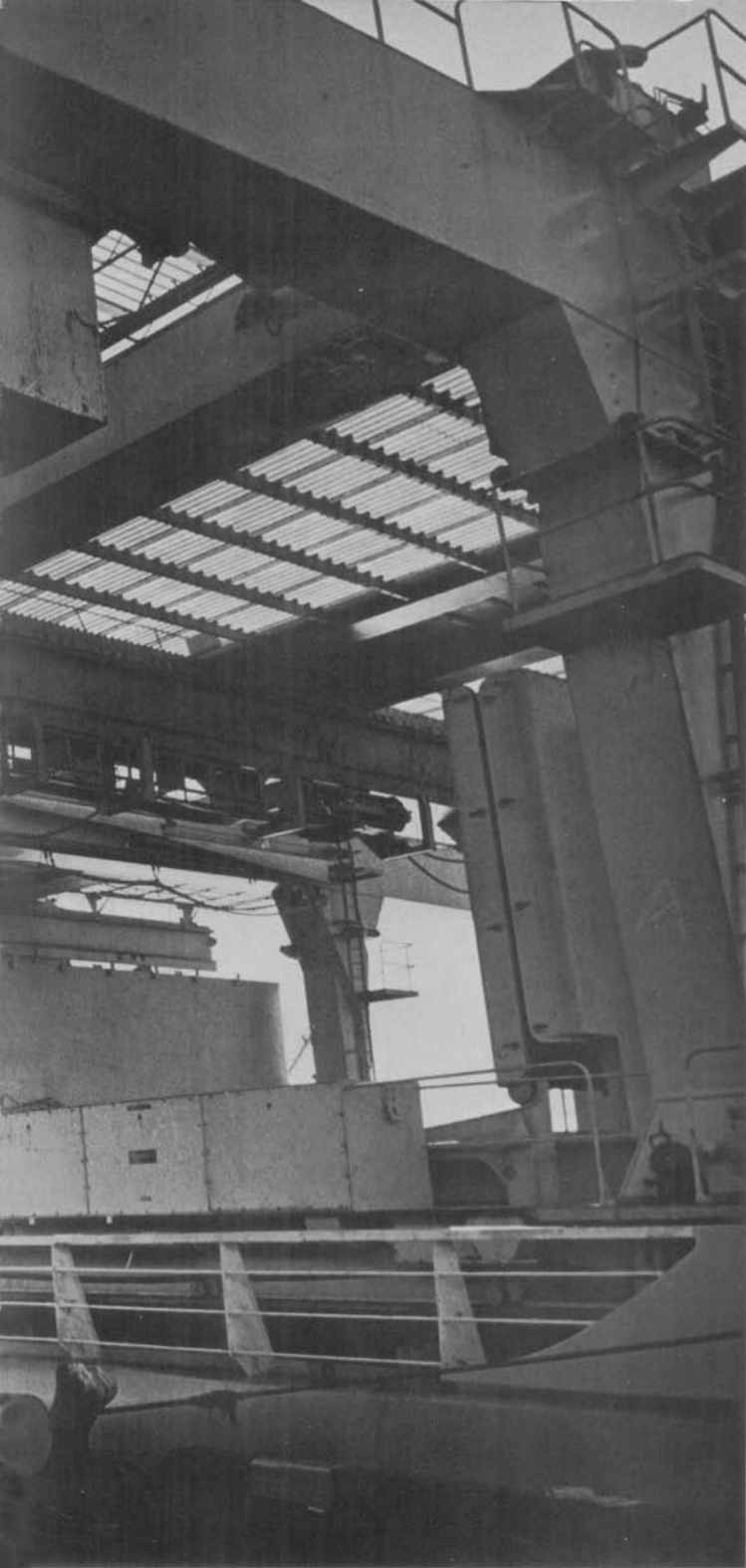
Inflated rubber bags
along the sides
of the hold
keep the rolls
from shifting at sea;
they are deflated
for discharging.

*Newsprint from Canada
reaches West Coast ports
in a paper ship
which carries its own
built-in loading and
discharging devices.*





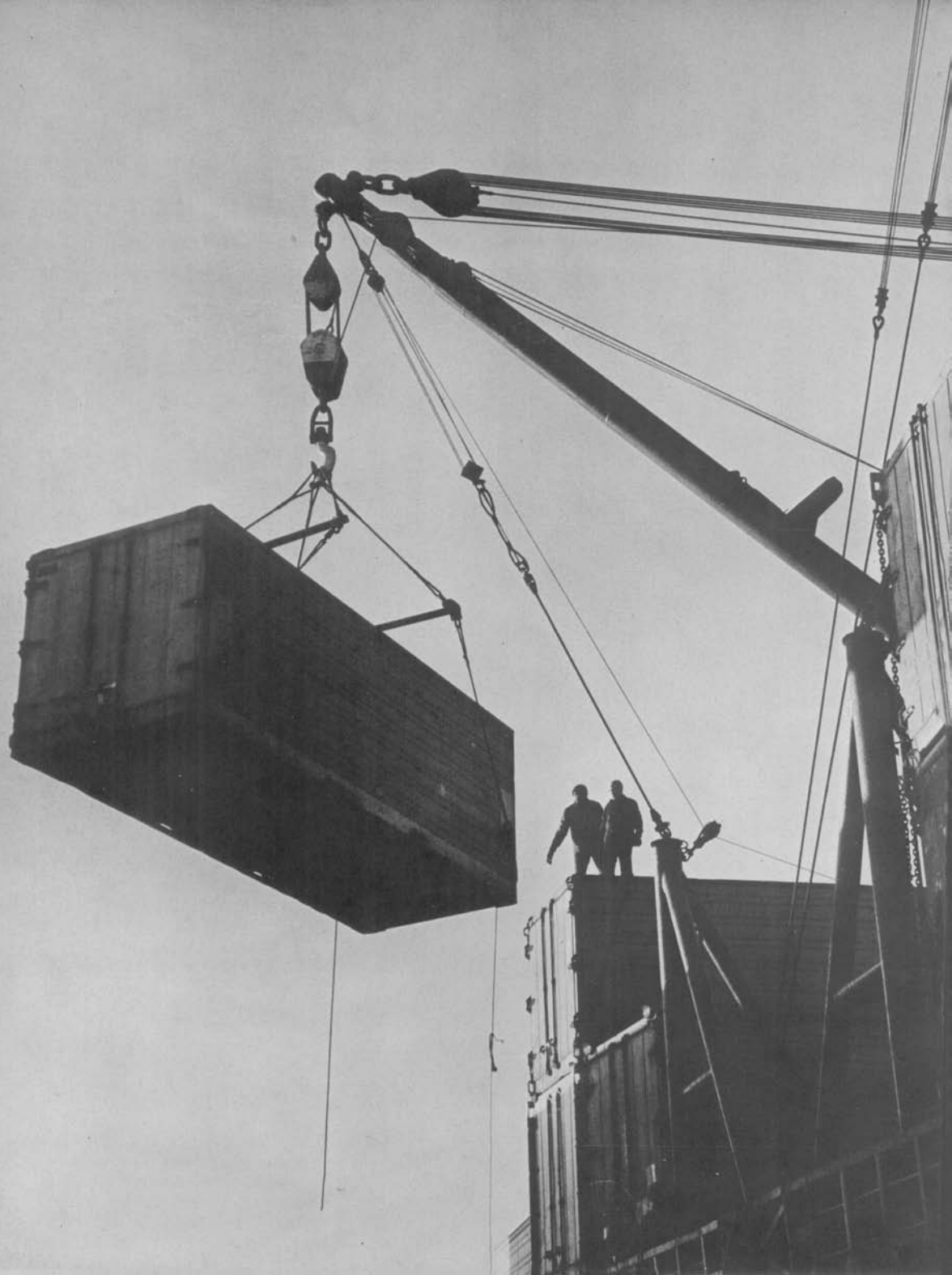




Large rolls
of paper
are landed
on the dock.

Fork-lifts,
adapted with
squeeze grabs,
carry away
two rolls
of paper
at a time
after the load
is released
from the tug clamps.

*These three large gantry
cranes are part of the
ship's superstructure.
They travel with the ship.*





Containers stacked on deck fit into specially-designed brackets and are lashed down with chains. Container cargo is unseen, untouched.

These containers carry 25 to 40 tons of freight loaded at a factory or distribution point.

This type of cargo handling was first introduced in the Seattle-Alaska trade.

Some newly-designed ships load conventional cargo side by side with truck body containers.

A traveling gantry crane moves fore and aft over two hatches and stacks the containers in the holds. The gantry loads 20 tons in 5 minutes.

In the forward hatch, where space is too narrow for containers, a 14-man gang—8 in the hold—is handling conventional cargo at a fraction of this rate.









This recently installed dockside gantry travels the length of a fully containerized ship and covers all hatches. The containers are stacked six deep in the holds and three-high on deck.

This type of operation requires a controlled flow of cargo movement at both ends of the line.

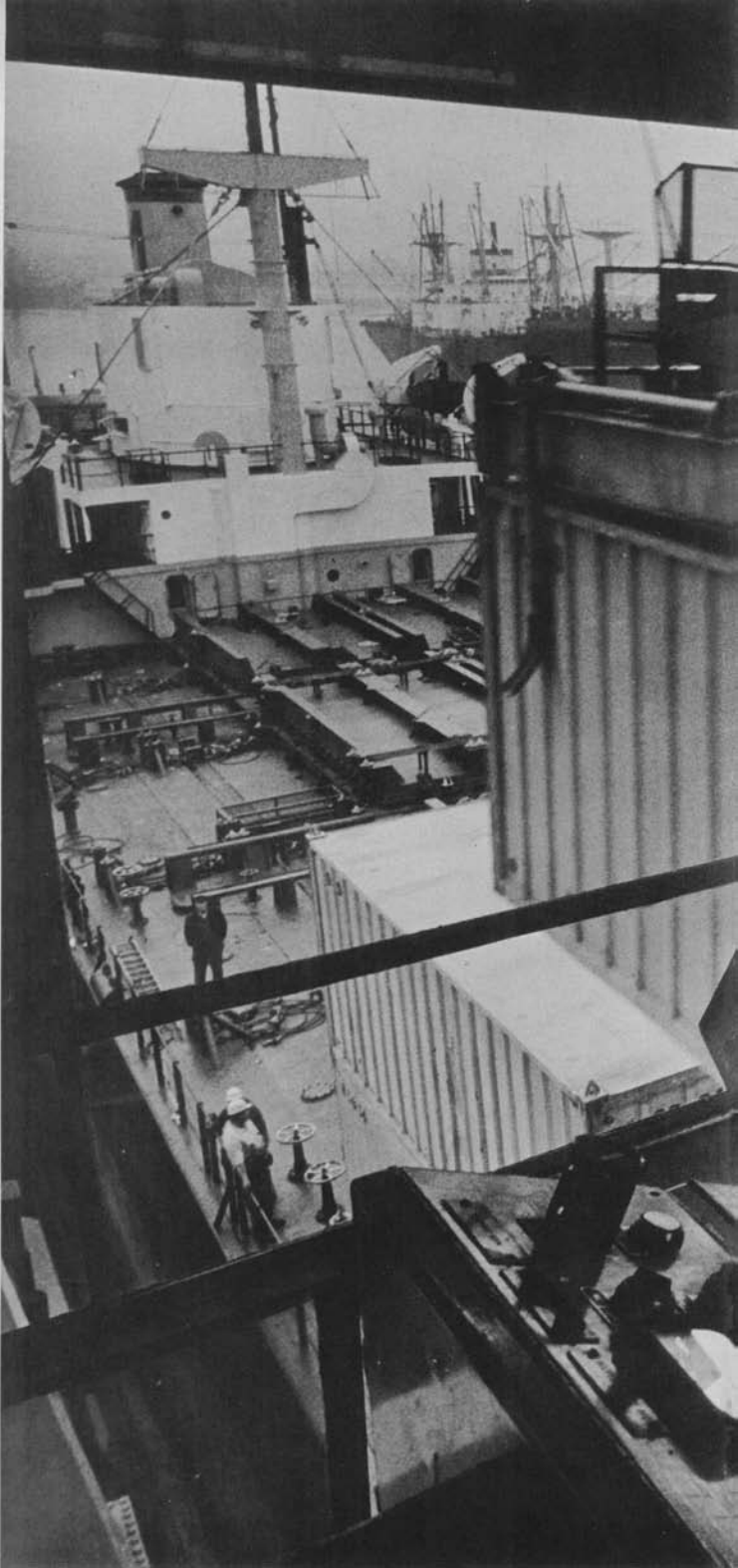
Loading and discharging is an alternating cycle.

The longshore operator stows a container of outgoing cargo on the ship, then picks up one with incoming cargo.

The operator works in the cab located halfway up the crane, alongside the arm. A ladder leads up to his station.

Inside the cab,
a longshoreman
handles
the controls
to lower
a container
on deck.

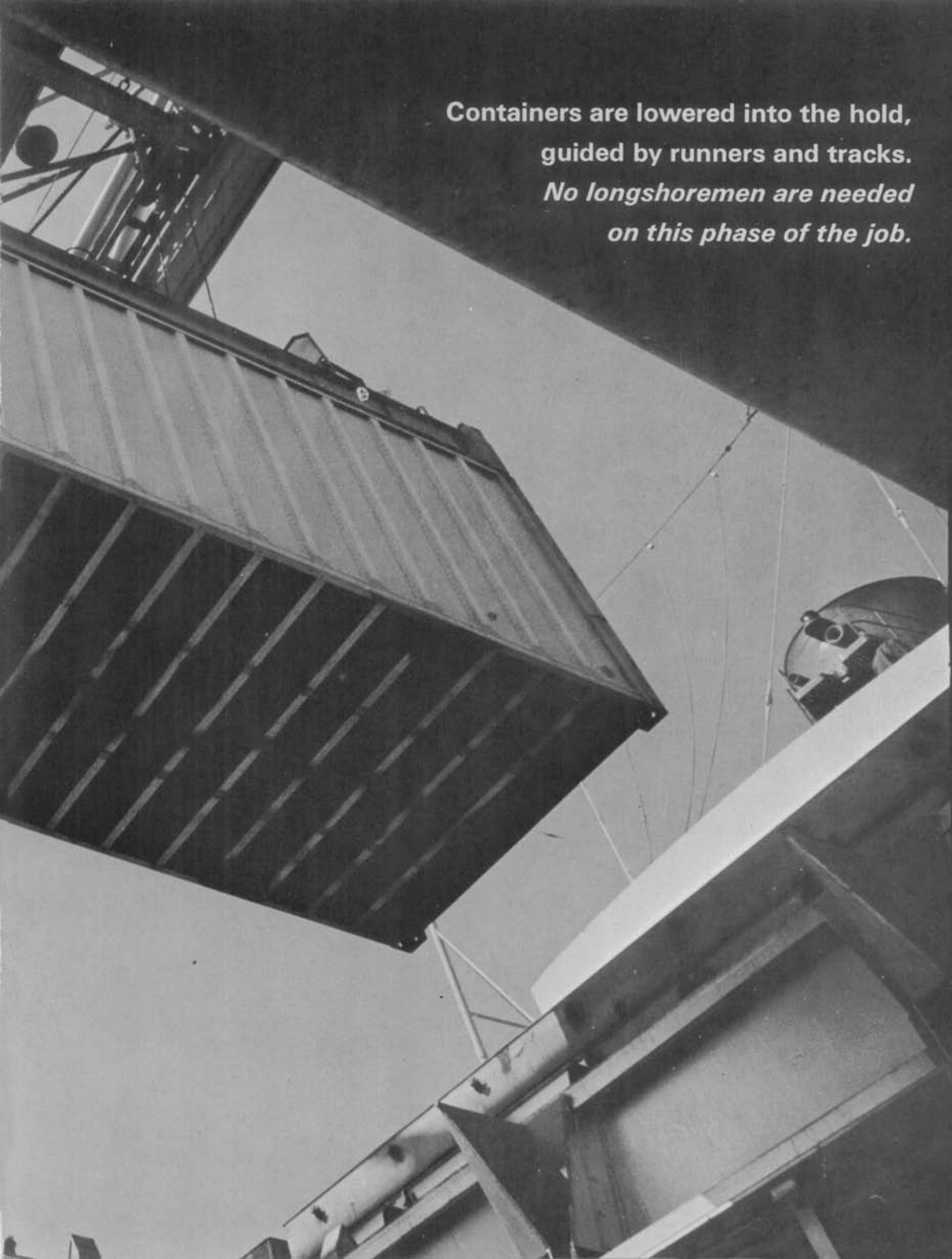
The only other
longshoremen required
aboard ship are those
who lash the containers
into place.







Containers are lowered into the hold,
guided by runners and tracks.
*No longshoremen are needed
on this phase of the job.*



A container ship,
fully loaded, carries
296 truck body vans
below,
140 on deck.
A total of 6,500 tons.

Total man hours
required to discharge
and load: *850.*

Total man hours
required for
same cargo in
conventional operation:
11,088.

Turnaround time
for container ship:
40 hours.

Turnaround time in
conventional operation:
5½ days.

This ship carries
containers on deck,
raw sugar below.





One thing is sure:
The machine
is here to stay.

How soon
will it take over
more of the work?

The bigger question
yet:
*What about
the men?*



*Fully containerized ship
in intercoastal trade.*



What about the men?

To the engineer
automation is control
of a machine
by a computer
or some other machine.

To a working man
automation
is any machine
that takes over
or threatens
to take over his job.

Automation is more
than a word
or a definition;
it is a fact of life—
man has to learn
to live with it—now
and in the future.

What about the men?

retirement. In this event, the men will receive \$320 a month; the additional \$100 is intended to make early retirement more palatable.

5. If, despite these steps, average weekly earnings fall below the equivalent of 35 straight-time hours as a result of mechanization and modernization, the weekly guarantee of this amount (\$111.65 per week as of July 1, 1963) will become operative.

6. A disabled worker with 25 years of service receives the M & M benefit of \$7,920 in addition to a full pension; disabled workers with less than 25 years' service receive pro rata pensions and M & M benefits.

If the agreement works out as planned, funds for the wage guarantee will no longer be required after 1966. It is anticipated that once the rule changes have been completed the rate at which mechanization will increase productivity—and, thereby, reduce work opportunity—will probably not be greater than the rate at which men will leave the industry because of normal attrition. Thus, by controlling the manpower intake the parties should be able to prevent average work opportunity from dropping below a reasonable level.

At the same time the employers can proceed to put in any new machine or method provided only that they can establish, through the grievance machinery, that the method is safe, that there is no speedup of the individual, and that the work is not onerous. These safeguards are written into the agreement. Defining "speed-up" and "onerous" has presented some problems but interpretations are beginning to come out of the labor relations committees and arbitration awards. Subject to these safeguards, any existing working rule which can be shown to prevent or to limit efficient operations must be changed.

Under the Agreement, the employers are under

Safeguards in Agreement

Standards for Measurement

no obligation to perform work with unnecessary men, or "witnesses." The number of men necessary to any longshore operation will be determined in accordance with the Agreement. In this the Agreement takes into account contractual provisions for relief and recognizes that on many jobs all men will not be working at all times due to the cycle of the operation.

The old contract slingload limit of listed commodities will continue to apply to all loads built by longshoremen where conditions, number of men on the dock and in the ship, and the method of operation remain unchanged. By this standard the union will be able to measure changes which do take place.

Slingload limits are lifted for changed operations, new commodities or new operations. Under these circumstances the size of the loads will be as directed by the employer, within safe and practical limits and without speedup of the individual. An increase in the number of men manhandling cargo or the use of machinery to move or stow cargo on docks or aboard ships will be considered a changed operation thereby permitting loads in excess of the standard previously agreed upon.

Past practices which resulted in over-standard loads being skimmed or cargo being removed from pallet boards and placed on the skin of the dock while in transit to or from the ship's hold are eliminated. This will end unnecessary handling of cargo to the benefit of the employers; it will, of course, also eliminate those man hours of work from the industry.

The men so employed in the past are assured that there will be other work for them. Men incapacitated by age or illness and therefore unable to handle ship work will be given priority for dock work.

In addition, the union is guaranteed that any new

equipment used by PMA employers will be operated by ILWU members, trained if necessary by the employers. Some difficulties have been encountered on this score but the problems are being resolved.

Finally, continuing a process which has been going on for some years, modifications were made in the grievance machinery to insure more expeditious settlements on the spot and to provide, when necessary, quicker reference to the coastwide grievance machinery. Largely because of the many radical changes in operations resulting from the adoption of the 8-hour guarantee in 1959 and of this new Mechanization Agreement, both parties have moved in the direction of greater centralization in the handling of grievances. Coastwide rules are superseding many local rules.

These are the essentials of the agreement on mechanization and modernization now in effect in the Pacific Coast ports of the U.S.A.

An agreement on mechanization and modernization was essential for the orderly economic expansion of the West Coast waterfront. The big question was whether the collective bargaining machinery of the ILWU and the PMA had the resiliency and the resourcefulness to bring about an agreement. These could be no ordinary negotiations; they involved the complete overhaul of the contract, its rules and its regulations.

From the employer's association negotiations required the ability and willingness to reconcile diverse points of view toward mechanization and to resolve the reservations of individuals or companies regarding the principle of sharing the benefits of mechanization with the men.

The Pacific Maritime Association is made up of shipping companies headquartered on the Pacific

Points of view reconciled

Coast, foreign lines calling on these ports, East Coast shipping companies with service to the Pacific, and stevedoring contractors. Since cargoes and trade routes vary enormously, the shipping companies were bound to differ in their estimates of how rapidly each would be affected by changing methods. Some elements of an M & M contract could be translated quickly into speedier turnaround or greater efficiency, but there were many imponderables which could only be met by an educated guess. Without long range planning and willingness to take a considerable gamble on the future, negotiations would have been hopeless from the start.

The International Longshoremen's & Warehousemen's Union represents all but a very few of the longshoremen, shipclerks and walking bosses in all West Coast ports. The members of these waterfront local unions form a separate division of the ILWU, the longshore caucus, specifically designed to deal with longshore contract problems, including the formulation of demands, election of a negotiating committee, and a review of all industry agreements. Locals in each port are entitled to send as many delegates as they wish to the caucus, although voting is based on membership strength. In order to guarantee representation from the small as well as the large locals the cost of the first delegate from each local is pro rated to the longshore division of the Pacific Coast as a whole. The vast majority of the caucus delegates come directly off the job.

Confidence in Organization

The primary condition for successful bargaining was the confidence of the longshoremen in the organized strength and democratic structure of their union. These furnished the forum and the freedom to make a drastic departure from old forms of security and old methods of work, and to venture into a relatively unknown area of job protection. The members themselves would have to reach the conviction that change was inevitable, that change was needed, and

that ways and means could be found to make the change. Under the circumstances, union leadership would have to confine itself to presenting the facts and the alternate courses of action—with the final decision resting in the hands of the membership.

It would have been a serious mistake to call in an outside third party. The only bargain the parties could live with was one which they had made themselves. Anything less would have made a shambles of negotiations and inevitably led to the violent resumption of guerrilla warfare over work rules and practices.

Third Party Not Involved

The beginning of the M & M contract can be traced back to 1957. The longshore caucus held in April of that year discussed the loss of work opportunity due to mechanization, and instructed the union officers to make an industry-wide survey and prepare a full report for presentation to the following caucus. The next caucus held in Portland later that same year was called specifically to review this report. The report concluded:

"Presently it seems possible for the union to negotiate a contract embracing the full use of labor-saving machinery with maximum protection for the welfare of the workers. Such protection can generally be spelled out in the following terms:

1. Adequate guarantees against speedup of individual longshoremen.
2. Guarantees of Safety.
3. Guarantees against layoffs of the basic work force; the basic work force here is defined as the presently registered longshoremen, clerks and walking bosses.
4. No reduction in take-home pay.

5. Shortening the work shift.
6. The possibility of guaranteed work opportunity to provide guaranteed weekly take-home pay.
7. Improvements in pension, welfare and vacation conditions.

"It is the recommendation of the International Officers and the Coast Committee that the caucus empower the International and the Coast Committee to continue their unofficial discussions in order to learn how far PMA will go in giving adequate guarantees for the workers in the industry."

The problem under discussion was formulated in these words: "Do we want to stick with our present policy of guerrilla resistance or do we want to attempt a more flexible policy in order to buy specific benefits in return?"

Three full days of Debate

Debate followed for three full days. Had a vote been taken on the first day a decision might easily have been made to continue the use of the union's muscle to preserve the status quo, but as discussion proceeded the view gradually prevailed that to continue guerrilla resistance was to fight a losing battle—a delaying, or holding action at best. Finally, the delegates voted unanimously to accept the recommendation to explore further with the PMA the possibilities of some sort of *quid pro quo*, a share of the machine in return for the employers' demand for full freedom to modernize.

With this action of the caucus, informal conversations with PMA were resumed and this led in 1957 to the adoption, still informally, of the following agreement of objectives:

"1. To extend and broaden the scope of cargo traffic moving through West Coast ports and to revitalize the lagging volume of existing types of cargoes by:

- (a) Encouraging employers to develop new methods of operation;**
- (b) Accelerating existing processes of cargo handling and**
- (c) Reducing cargo handling costs in water transportation, including faster ship turnaround.**

"2. To preserve the present registered force of longshoremen as the basic work force in the industry, and to share with that force a portion of the net labor cost saving to be effected by introduction of mechanical innovations, removal of contractual restrictions, or any other means.

"3. To accomplish objectives 1 and 2 WITHOUT:

- (a) Individual speedup;**
- (b) Breaching legitimate safety rules and codes;**
- (c) Indiscriminate layoffs;**
- (d) Bankrupting operations which do not lend themselves to change;**
- (e) Driving away existing cargoes; and**
- (f) Distorting hourly wage rates of longshoremen in comparison to rates paid**

workers of comparable skill in the longshore industry.

"4. An additional objective proposed by the union is to reduce the length of the present longshore work shift."

Factual basis sought

Union and employer technicians then undertook to devise methods to measure productivity changes and the resulting savings which would accrue to the employers, including those from faster ship turnaround.

When negotiations were initiated under the 1959 contract opening, the PMA indicated that although there was agreement in principle on the objectives of a mechanization program, the employers needed more time to develop the necessary factual basis for detailed negotiations. The union however was unwilling to defer action for another year, and consequently an interim agreement was reached which accomplished the following:

1. Re-stated the basic objectives of the parties, including a specific guarantee against layoffs of the fully registered men;
2. Established a Mechanization Fund to which the PMA agreed to contribute a down payment of one and one-half million dollars during the ensuing contract year, the money to be raised as the PMA saw fit;
3. Formalized a procedure for modifying gang sizes and other rules, case by case, whenever new labor-saving devices were introduced. Work rules were otherwise frozen.

Immediately after the 1959 agreement, the parties settled down in earnest to prepare for the 1960 contract review. Both sides recognized that by 1960 there would have to be a breakthrough to a full-fledged agreement on M & M, or the work done that far would unravel. For all intents and purposes discussions and negotiations went on all year as each side increasingly clarified its own objectives and more fully understood the demands from across the table. When negotiations had reached the point where it appeared agreement might be in sight, the longshore negotiating committee convened the caucus for extended sessions. Each contract proposal was placed before the caucus for debate, and finally the entire caucus sat in on the negotiation sessions.

The M & M agreement did not take form as a recommendation of the negotiating committee to the membership; it took shape with the help and active participation of the full caucus in the "fishbowl" negotiations. The caucus remained in session for 18 days before agreement was reached. Then followed publication of the text, reports of delegates to local stop-work meetings, and a secret ballot referendum vote by the membership.

Meanwhile, the PMA had also geared itself to M & M negotiations. In addition to its coastwise meetings at which the directors were chosen and empowered to select their negotiating committee, sessions were held in each port area to secure the broadest participation of employer operating personnel in the discussion of standards, requirements, and objectives of an M & M contract. The local personnel were most familiar with the application and effect of work rules and practices, and in the last analysis they were the ones who could make the agreement on M & M profitable.

Broad Participation

Two fundamental contract conditions, already in

effect in the industry, were the mainstays of the successful negotiations:

The hiring hall

Multiple-employer coastwise collective bargaining

Introduction of Dispatch Halls

It was on the West Coast, after the 1934 maritime strike, that the system of joint registration of longshoremen and the operation of the jointly controlled dispatch halls were first introduced. These were the most important steps taken to decasualize longshore work. Before the hiring hall a few longshoremen worked steadily for the same company; the vast majority drifted from pier to pier in search of a job. There was no limit to the number of men who hunted for work on the front, and there was no guarantee to any of them that they would be hired if work was available. This pier to pier job hunting was called the "shape-up," and inevitably brought on discrimination and favoritism.

In those days each company paid its employees separately, and men who had worked on several piers for several different employers would spend most of a day making the rounds of the pay offices. Men who didn't want to lose the time, or needed the money in a hurry, would discount their work tokens—"brass checks"—with the loan sharks.

The pier to pier hunt for jobs, the shape-up and its evils, and the brass check were eliminated from the West Coast forever with the coming of the joint dispatch hall. The casual workers were transformed into a stable, skilled and mobile work force, available to the entire industry.

Through the joint dispatch halls, each longshoreman works for the industry as a whole. The principle is quite simple: The employers and the union determine

the number of men needed to meet the demands of the port and the coast as a whole. The objective is to have sufficient longshoremen to handle the regular flow of cargo, but not so many that their equal sharing is a sharing of starvation; the aim is to strike a balance between men waiting for ships and ships waiting for men.

There are bound to be peaks and valleys in the demand for labor, but the policy of the longshoremen has been to share good times and bad. In peak periods casual, or extra men, are employed.

All longshoremen are entitled to equal work opportunity. Discrimination and favoritism are strictly prohibited. The worker with the lowest hours to his credit is sent out to a new job first (jobs vary in length, hence the difference in hours). If each man made himself available as his turn came, earnings at the end of the year would be approximately equal. Longshoremen, whether in gangs or working "off the board" (a pool to fill out or make up gangs when required) fall into categories such as holdmen, dockmen, winch drivers, or fork lift operators. Men in gangs need not report to the hall in person; they can get their job assignment over the phone or from their gang bosses. They stay with the gang, and must take the assignment to which the gang is dispatched. On the other hand, a man working off the board reports to the hall after the completion of each job, but he has greater latitude in accepting or declining a work assignment. However the basic principle of equal work opportunity through rotary dispatch applies to all. The dispatchers are joint employees, but they are elected by the longshoremen who would make short shrift of any violators of the rules.

The shipowners and stevedoring companies have an allocations committee which determines the priority of operations and the distribution of labor to ship and

**How Labor is
Allocated**

dock work. These determinations or allocations are transmitted to the joint dispatch hall, which in turn distributes the specific men and gangs in keeping with the orders.

Mobility Is Asset

The joint dispatch hall, the centralization of records, and the mobility of manpower have become an important operational asset to the employers. The industry obtains the maximum utilization of the work force, and at the same time avoids having some ships idle in one part of the port while men are idle before a pier gate elsewhere. Without this control over the size and distribution of the work force and the authority to move the men about through the dispatch hall, an agreement on mechanization and modernization would have been impossible. The machinery which had efficiently decasualized the longshore industry became the vehicle for launching the new program on mechanization.

All men work all cargoes for all companies in all ports. Work and skills are transferable so the PMA and the ILWU can deal with the impact of change and improvement in cargo handling on an industry-wide basis. As a result, mechanization and modernization takes on a different and much wider dimension; the problem is not confined to what happens to the group of men with specialized skills whose work for a single employer has been partly or completely eliminated by a machine.

Because the Pacific Maritime Association and the International Longshoremen's & Warehousemen's Union are bargaining for all men and all cargoes in all Pacific Coast ports, they had a spring long enough and strong enough to absorb the shock of change—light in some cases, drastic in others.

Equally important was the fact that in the west coast longshore ports there is no need to arrange for

the meeting of a man with his new job when the old one disappears; the hiring hall does this for him.

The joint control over registration of longshoremen makes it possible for the union and the employers to adjust to changing manpower needs. They can make effective decisions either to add new men on a permanent or temporary basis or to freeze the work force and allow it to contract by normal attrition.

Other forms of stability flowed from the decasualization of longshore work through the hiring hall. Records were already being kept on the work hours of all men to assure equal distribution of work and equalization of earnings. The establishment of central pay offices logically followed. As all men worked for all companies arrangements could be made to issue a single check for each man, paid at the central place. The area of contract benefits generally associated with steady employment also opened to the longshoremen: vacations with pay, computing hours for all companies, medical care, life insurance, pensions, and dental care for children became a part of the basic contract guarantees.

The experience gained by the employers and the union in the administration of the dispatch system and central records keeping office readily applied to the introduction of jointly administered plans in the area of welfare and pensions, which are among the most efficiently and economically operated plans in the country.

The M & M agreement was fitted into this framework of collective bargaining and contractual relationships. Many of the benefits could be slotted into existing plans or integrated with them.

Early retirement under M & M does not prejudice benefits to which a longshoreman is entitled under the

**No Benefits
Prejudiced**

regular industry pension and a smooth transition can be made from one to the other.

The medical coverage, including dependents, which applies to pensioners, is extended to those who take early retirement.

In cases of disability where longshoremen can no longer continue on the job, the M & M fund pays full or partial benefits, depending on years of service, on top of the industry pension. This is an extremely important aspect of M & M in an industry which unfortunately still has a high accident and injury rate.

While new funds had to be established to pay the benefits set forth under M & M, the existing administrative structure of welfare and pension funds readily absorbed these added functions.

On the contract operating level, the local and coastwise grievance machinery is responsible for the enormous job of making the changeover to mechanization and modernization. Notwithstanding the broad scale participation of the entire longshore caucus in negotiations around the M & M agreement, including attendance at the "fishbowl" negotiations, the test of the contract came in the response of the men.

Pact Printed In Full

The proposed agreement was printed in full and distributed to all longshoremen. Adequate time for study was allowed before the scheduling of debate. All locals held stop-work meetings to receive the reports of their caucus delegates, question them on negotiations, and argue the merits of the M & M proposal.

A secret ballot referendum of the entire coast is required for approval of any longshore contract. Only after full and free debate in union halls, on the pier heads and in the ship's hold was the vote taken on ratification. Although the M & M agreement was rati-

fied by a substantial majority, the vote was by no means unanimous. Many members were not convinced that the old work rules should be given up. No one argued that the old order could be kept for any length of time and there was universal recognition of the fact that with mechanization (what the men call automation), things would never be the same. Still in all, it is hard to let go of the past.

It is doubtful whether the longshoremen would have voted for the M & M agreement had they not had the democratic machinery for full participation and debate. Above all, they had the confidence in their own strength to protect themselves if anything went wrong with the program.

Full Participation and Debate

Nor was the vote for the M & M agreement unanimous among the employers. Some anticipated little or no benefits from the program; others thought it was not worth the price. And here, too, the old way of doing business had its attractions. However, the majority of the shipowners and operating personnel could see the potential value in mechanization and modernization and the promise it gave for improved efficiency and speedier ship turnaround.

As in all bargains, the question arises: Is it a good deal, and who gets the best of the bargain? This will be argued for years to come but in this case the question is not material.

True, the longshoremen could have clung to the old rules and work practices, maybe for some time to come. Equally true, the shipowners could have refused to bargain on new methods and new machines. Then both sides would have lost. The old rules and work practices would sooner or later have gone by the board. The employers might have rammed through some changes, but at what cost?

Both Sides Gained

In this bargain both sides gained: the worker a new form of security, the employer a new latitude in operations.

The important point is that the turn was made. If it develops that one side or the other got the better part of the bargain, then this will undoubtedly be a subject of future collective bargaining. Both the ILWU and the PMA are strong enough in their own right. They can take care of themselves.

The decision to launch the M & M program is irreversible; The change has been made.

Old work rules cannot be restored; employer contribution to the M & M fund cannot be returned.

It is too early to tell whether the agreement itself might have to be modified, but it will not be abandoned.

Meanwhile, this pioneering effort in the field of Men and Machines is working, and working well on the West Coast waterfront.

Contracts come out of people

The M&M Agreement was born of necessity recognized by both sides—a bargain of equals.

The men sure of their strength and their union. The employers confident in their association and its ability to get performance out of the contract.

The rockbottom foundation of bargaining was broadscale participation by the members of both sides; men willing to put it on the line, hard bargaining by seasoned adversaries.

But agreement does not end argument, and the debate goes on:

We could have hung tough,
we could have gotten more,
we gave up too much for too little—

We bought what we already owned,
we paid too much for too little,
our operation doesn't fit this agreement,
we can not mechanize; we are too small—

Such doubts are a byproduct of change—the answers will be found through the same machinery which brought about the agreement in the first place.





Hiring hall at dispatch time.

All gangs and all men are guaranteed equal work opportunity.

There can be no discrimination or favoritism.

*Joint Dispatch Hall,
Seattle. Plug board
is used to dispatch
men in rotation.*



The Pacific Maritime Association keeps complete records on every man's work and earnings. These furnish the data for equalizing work opportunity and preparing the single weekly payroll, distributed by the Central Pay Offices in each port. This information is the basis for computing vacations, welfare benefits, sick and disability pay, social security, life insurance, M&M and pension credits. The record keeping is fully automated.

PACIFIC MARITIME ASSOCIATION CENTRAL PAY OFFICE







Twice a month
the union
membership meeting
provides
the forum
to thrash out
all issues.

One microphone
is on the platform,
three are placed
on the floor.
Good beefs,
bum beefs,
every member
is entitled
to his say.

*Men line up at the mike
at a meeting of the
San Francisco local.*





***The
right
to
agree***





*The
right
to
disagree*



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THE CONTRACT: The "*Bible*," 170 pages of rules, regulations and conditions governing the daily work on the waterfront. Unlike a factory, working arrangements and conditions vary from day to day. Provision must be made for the whole range of ships, cargoes, gear and equipment, and the special conditions of each port; from tide and weather to shifting and sailing. Hiring and dispatch rules, benefits under the contract, and the procedure for settlement of grievances must all be spelled out. The contract takes on meaning as the parties themselves learn how to make it work.





THE LONGSHORE CAUCUS—

The governing body of the longshore division of the ILWU represents all locals on the Pacific Coast. The majority of delegates are working longshoremen.

The Caucus delegates, instructed by their membership, elect the union negotiating committee and review all contracts.

In the the final negotiations on the M&M agreement, the Caucus stayed in session 18 days and participated as a body in the "fishbowl" negotiations.

The results of the negotiations and the recommendations of the Caucus were then reported back to the membership at stop-work meetings and ratified by secret ballot referendum vote.

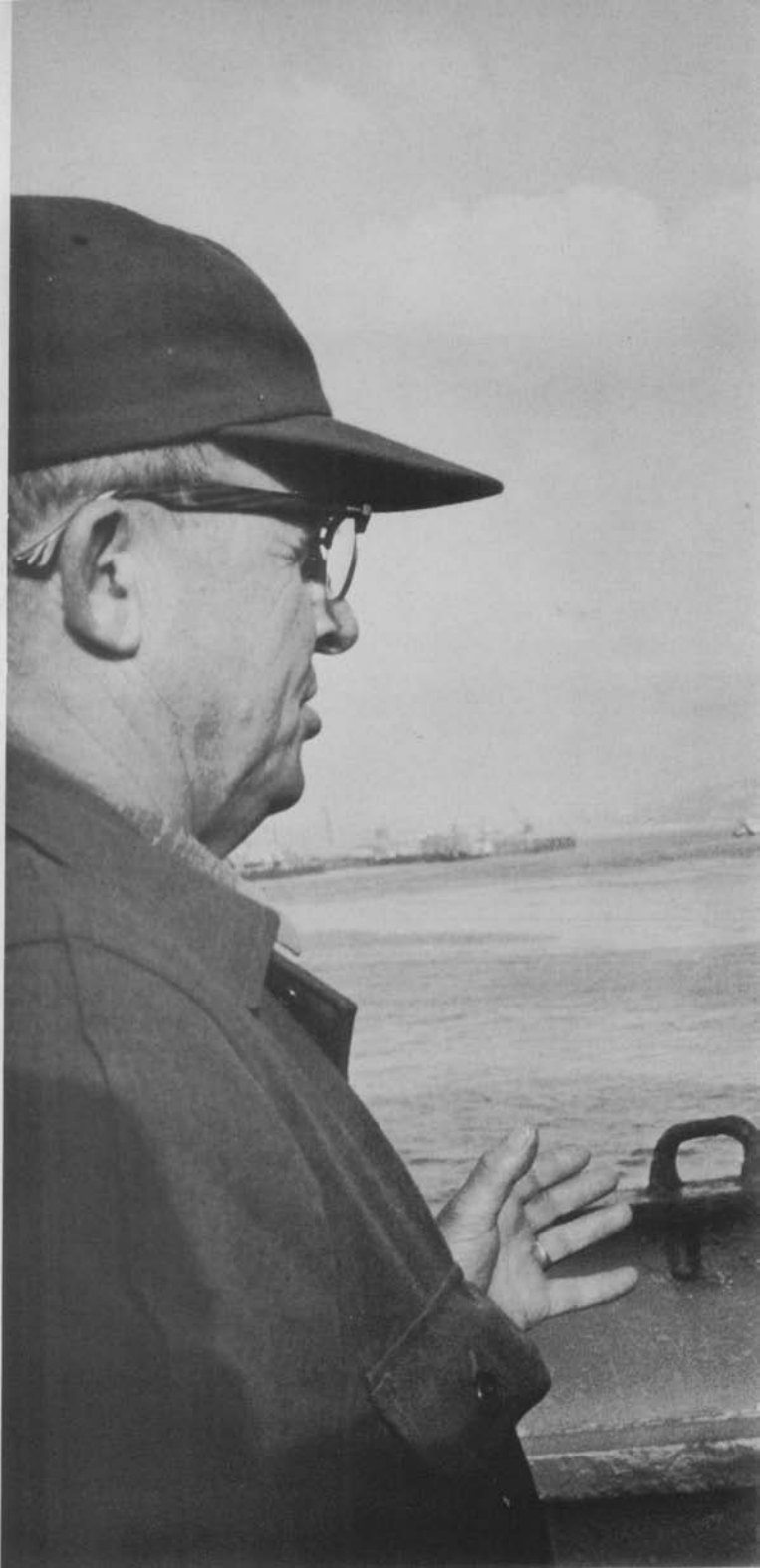
***The contract must work
at the job level.***

The parties are pledged
to settle each beef
as it arises.

If a beef cannot be settled
on the job by the
job steward
and walking boss
or other company
representative, it goes
to the local union
officials and their opposite
numbers among employer
representatives, and next
to the Local Labor Relations
Committee composed of equal
numbers from each side.

If the dispute has more
than local significance
it may go to an
area arbitrator, the
Coast LRC and, if necessary,
to the Coast Arbitrator.

*A Seattle business agent checks
with member of the Local Labor
Relations Committee on problem
of contract interpretation.*









All basic contract questions go to the Joint Coast Labor Relations Committee for interpretation and ruling.

It is composed of three union and three employer representatives.

Any grievance, which cannot be settled at the local level, is sent here for clarification and decision.

If they deadlock, the dispute goes before the Coast Arbitrator for a final ruling that is binding on both parties.



PETER BOLOTOFF

***Longshore Registration No. 5881,
Union Book No. 5046, Local 10, ILWU
Age: 62***

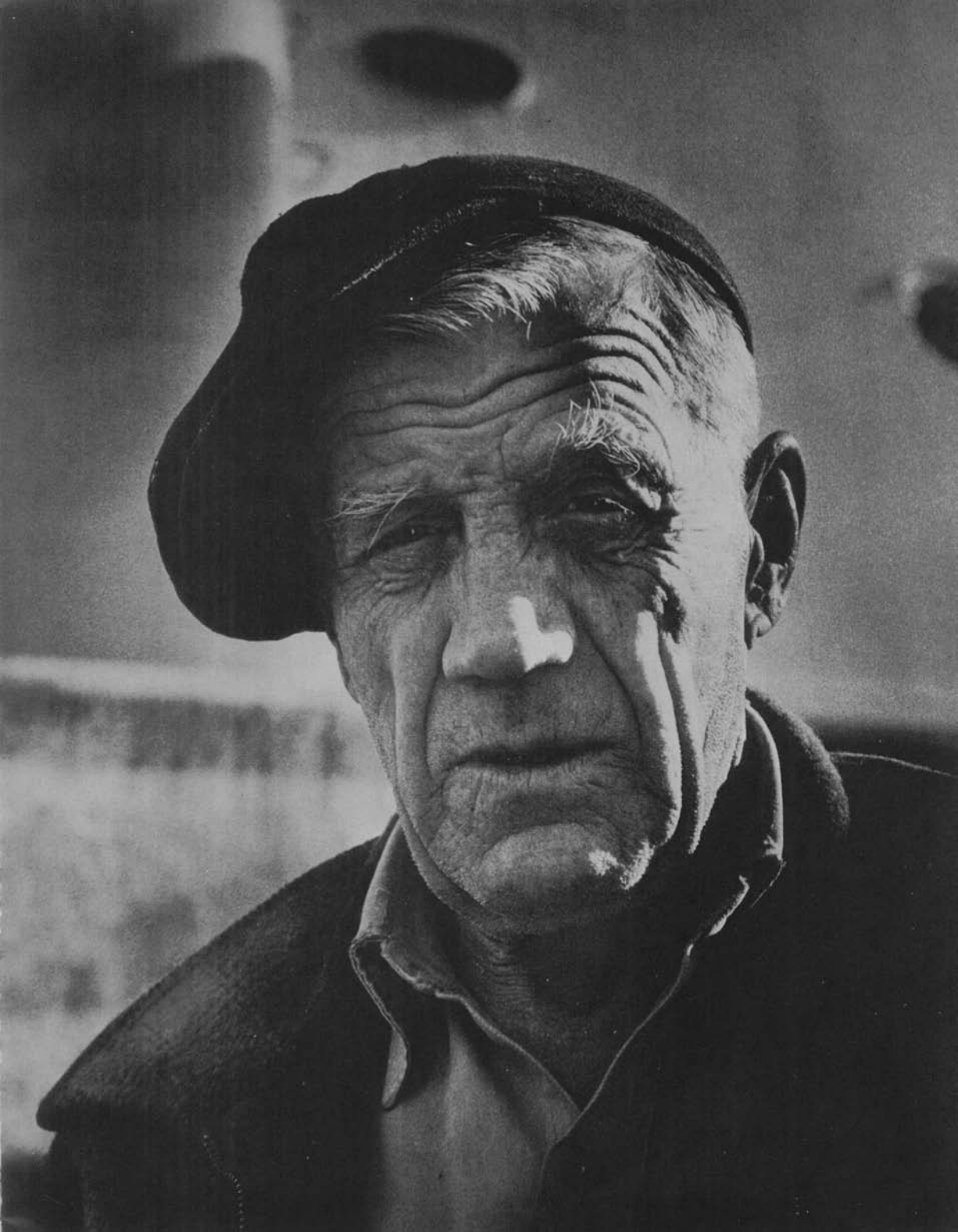
Pete started working on the waterfront in 1936. For nine years he worked lumber. He worked as a hold man, first on general cargo, finally as a member of a shoveling gang. He spent the last 18 years working ore, bones, meal and copra. It hasn't been an easy life, but Pete had a home on the waterfront. He liked the companionship of his fellow workers and enjoyed the freedom of his job. As a fully registered longshoreman with more than 25 qualifying years of work to his credit, Pete had three alternatives under the M&M program:

He could take early retirement at age 62 with a pension of \$220 per month from M&M funds plus full medical coverage and limited life insurance. At age 65, he would then transfer to the regular industry pension of \$115 per month, plus medical care, life insurance and social security.

He could continue at work until normal retirement age of 65. At that time he would be eligible for the regular pension of \$115 per month from the industry fund, plus a lump sum payment of his early retirement benefit of \$7,920.

He could continue on the job for a while and take early retirement any time before age 65; his vested rights would still be protected.

Pete has worked long and hard on the waterfront. He chose early retirement at age 62.



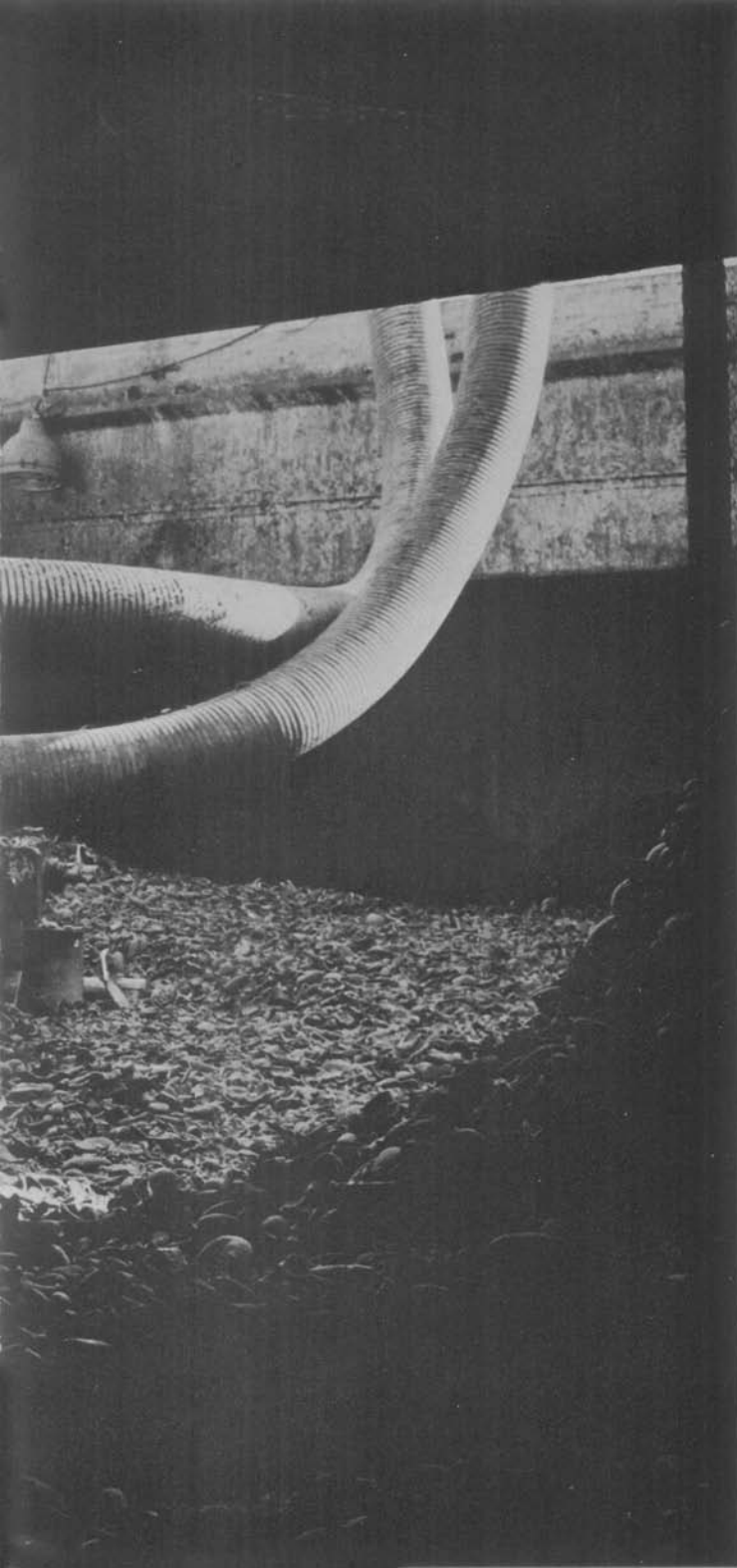


Working copra — 20 minutes pick



20 minutes shovel—20 minutes off





Then came the machine:
The screw now does
the pick and shovel work
Pete used to do.
The screw loosens
the copra and feeds it
into huge vacuum tubes
which pump it
out of the hold.

The pick and shovel
are obsolete
on the waterfront.
New skills and training
are called for.

Under the contract, Pete,
with his seniority,
was entitled to
preference in training
and filling the new job
of operating the machine.

Pete's decision to retire
opened up a job
opportunity
for a younger man.

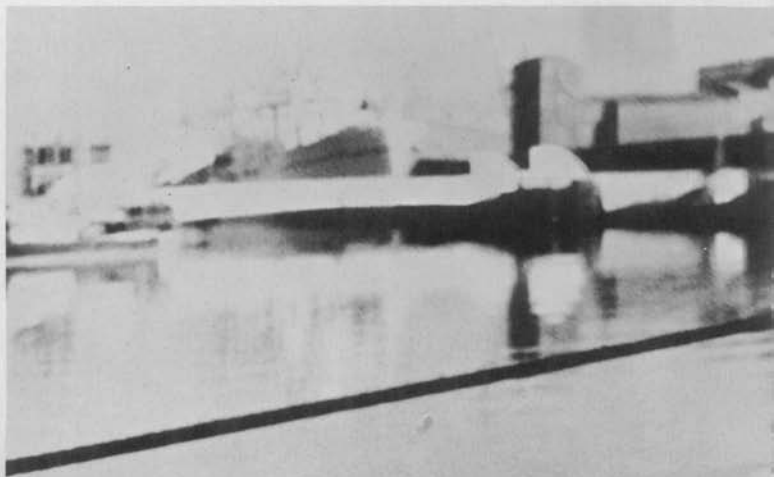
This electrically powered
and controlled
machine loosens the copra
and feeds it into
the suction tubes.





**Pete's M&M Pension
is a matter of contractual right,
not of charity**

*Pete checks out details
of M&M pension rights
with ILWU-PMA pension director.*





**Good luck,
Pete.**





FACING THE FUTURE

The photographs in this book show dramatically some of the changes that have taken place—and are continuing to take place—in the loading and unloading of cargoes on the Pacific Coast.

But they cannot show the equally dramatic changes in approach to labor-management negotiations that produced the PMA-ILWU Mechanization and Modernization Plan.

In the mid-fifties, both the Union and the Association were acutely aware of increasing pressures from the owners of cargo and of ships for more efficient—and consequently, less expensive—methods of cargo handling. Both parties also knew that, during more than twenty years, attitudes had hardened—the men resisting labor saving methods or machines—the employers complaining bitterly, but ineffectually, against increasing inefficiency and costs.

The bargaining representatives knew that they had a mutual problem. They agreed that it should be examined objectively—not against a strike deadline—but over whatever period of time might be required to find a solution.

Each side had to make a primary decision, before any detailed negotiations could be undertaken. The union had to authorize its negotiators to bargain with the employers for removal of restrictions and practices that interfered with efficiency, provided the workers on the job were protected. The employers had to authorize their negotiators to

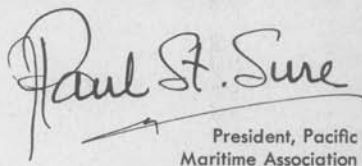
concede a share of savings, in order to buy out the restrictions.

Once this authority was granted and a joint statement of general policy was formulated, the actual negotiation began.


The statement of the ultimate bargain is described in the accompanying text. The implementation of the ultimate bargain is still in process.

Each party believes that the agreement is accomplishing its purposes—to remove unreasonable restrictions, to protect men on the job, and to permit efficient operations. In addition, the men who have left the work force have the unique benefits contained in the M and M Plan.

Certainly, the agreement does not solve the overall problems of so-called automation and industrial unemployment. But it does represent an approach to solving the problems of our own industry and the men in the registered work force who look to it for a living.


President, Pacific
Maritime Association

If I needed a reminder of the years I worked as a longshoreman, watching the coming of machines to the docks and dreading what the impact might be on my job, on my family, and my future, I find it in these photographs. About all I had was my job—that is, as long as it was there, and around



In the Port of San Francisco this year 400 probationary longshoremen were sworn in as full union members and jointly registered in the work force.

it revolved the wellbeing and security of my family and me.

Machines when they came appeared as merciless monsters, more deadly by far than slack times, because jobs swallowed never came back, as one could hope would happen when slack times eased.

The camera captures the power and versatility of shiploading machines. It shows also another form of power; that of workers united and strong in a labor union, sharing a unique collective bargaining pact with management. The pact is an armistice in the ceaseless conflict that inevitably goes on between those who work to live, and those who pay for work to be done.

Here union power was poured into negotiating contracts to cushion the machines' impact on jobs and people, and to seek maximum security now and in the future for longshoremen rendered jobless by modern change.

Machines stay and their use increases. But, under jointly agreed upon provisions many men and jobs stay, too. The men stay without speedup, and with security for now and later, working along with machines as needed. Longshoremen are either provided with work or are guaranteed a minimum income wage from the industry. Older men, by incentives of cash shares of the machines' cost savings, are encouraged to retire early, thereby making jobs available for younger men.

In this book men and machines are shown operating in just one segment of modern American industry. The full story, the total problem of how an entire nation will meet

the displacement of millions by technological change, is not told here. It couldn't be, because neither union nor management had an answer. Where are the young people out of high school and college going to find jobs? What about jobs for the millions of presently unemployed? Unemployment due to machines is not solved by the PMA-ILWU mechanization agreement. This limited joint effort had no such intent, nor is any such result claimed.

What of the future then of this mechanization agreement? Only time will tell; that is, time and the continuance of a strong, united union. An economy increasingly sustained by machines without men can be either a blessing or a calamity.

The rub is that as machines become more efficient they become cheaper than people. Not until we change our own thinking, not until we put people first, or much higher, in our scale of values, and appraise the performance of our society by this measure more than any other, can we guarantee that modern technology will have been a boon to the American nation and not a blight.

One thing about machines: they lighten labor, and they can and must be used to shorten hours of work, especially hours of heavy physical labor. So must unions. This union, the ILWU, surely will.

Harry Bridges
President, International
Longshoremen's &
Warehousemen's Union



This year nearly 2000 men were added to the West Coast longshore work force.

They were selected from more than 20,000 applicants.

Ten men for every job opening!

