Longshoremen's & Warehousemen's Union; Int'l.
(1980)

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION

[Berkeley]

David Dilts
August 1, 1980
Professors Chown & Strauss
Business Admin. 191-B

INTRODUCTION

This paper traces the development of the ILWU's job control from the time of its founding through the promulgation of the Modernization and Mechanization Agreements in 1960. Through these contracts the Union relinquished most of its control over working conditions in return for a share of the savings the employers incurred both as a result of the abandonment of restrictive work practices and the utilization of new methods and machinery. The paper treats the M & M pacts in detail and the subsequent effects of the rationalization of the industry on the Union and the men.

Even though the ILWU is of great interest because of its leftist political bent, and its unequalled degree of internal democracy and dedication to the rights of the minority workers, these topics won't be covered except in a cursory or implicit manner if at all. What is of concern here is the collective bargaining relationship of the union: what kind of job did the ILWU do in protecting the interests of its members throughout its existence?

To this author the above consideration is critical to the study of any U.S. union because of the absence in this country of a broadly based ideologically motivated working class movement - notwithstanding the efforts of the ILWU. This is due to the overt hostility of the political and economic structures. The Wobblies' dream of one big union is simply anathema to a society inculcated with the Horatio Alger myth. Given the constraints of its environment, the most that a union in the U.S. can hope to achieve is its survival and the enhancement of its' members standard of living at the expense of any greater role in the determination of public policies. Therefore this paper will focus upon the efforts of the ILWU in securing the best possible working conditions, wages and benefits for longshoremen.

THE ORIGINS OF THE ILWU

By 1937, the year that the Pacific Coast Division of the ILA-AFL became the ILWU and affiliated with the newly formed C.I.O., the union was firmly established and had assumed its present form. Unlike most of the other CIO unions, the ILWU had been organized without the benefit of an NRA code, the Wagner Act, or John L. Lewis' CIO organizers.

Organizing efforts among the Pacific ports longshoremen began as early as 1853 and recurred intermittently over the next few decades. In 1887 longshore unions on the West Coast affiliated with the Knights of Labor, but within a few years, along with the rest of the Knights, they had all be disappeared.

The 1890's saw a resurgence of union activity, and by 1898 the Pacific Coast unions had become affiliated with the International Longshoremen's Association of the American Federation of Labor. However, strikes for recognition and against the speed-up in 1901 and 1916 were broken by the employers; the unions were again very nearly eliminated. In 1922 there was yet another strike. It too was crushed and a company union featuring compulsory memberships and a 5 year contract with the shippers and stevedores came into existence. In 1924 when the contract came up for renewal, the ILA attempted to supplant the Blue Book (the company union) as the longshoremen's official representative. This effort resulted in the blacklisting of some 400 ILA members and the renewal of the Blue Book's contract.

The Pacific docks didn't see another attempt at organization until the onslaught of the Depression and the advent of the Marine Industrial Workers Union (MIWU) in 1931. The MIWU was to include not only the longshoremen but also the seamen; its program included opposition to pay cuts and the replacement of the older men, and favored

increased gang size and a decrease in the maximum sling load. Despite the abysmal conditions then prevailing for the longshoremen, most did not join, primarily because of the union's affiliation with the Communist Trade Union Unity League. The longshoremen were not ready to completely abandon the American Dream in favor of a Communist vision of the future. However, the MIWU did enjoy a modest success in attracting seamen as members.

The organizing efforts of the MIWU alarmed conservative dockworkers who under the leadership of Lee Holman petitioned the ILA in New York for a charter in 1931. Encouraged by receipt of the ILA charter, the election of F.D.R., and later, the passage of the NIRA, most longshoremen joined the Pacific Coast Division of the ILA and hopes soared.

Section 7(a) of the National Industrial Recovery Act (NIRA) required that industries establish minimum working conditions and guarantee workers the right to bargain collectively with their employers through a union of their own choosing. From the hearings held to establish a code for the maritime industry emerged the demands which the longshoremen were to make repeatedly: recognition of the ILA as the longshoremen's exclusive bargaining agent, a coastwide contract to prevent shippers from diverting cargoes to nonunion ports, the elimination of surplus labor through the registration of full-time longshoremen, who would receive preference (if union members) in securing work through ILA-run dispatch halls from which the employers would be required to obtain the employees they needed, and a 6-hour day, 30-hour week, with wages of $1.00 per hour and time-and-a-half for overtime. The code was approved by the NRA administrator but F.D.R. refused to sanction it, later citing various international treaty obligations which the code would have violated.

Despite the absence of a code for the dockworkers and the NRA Board's decision that the Blue Book was a legitimate union, the conservative leadership of the Pacific Coast ILA opposed any job actions. Holman and his supporters were of the opinion that

eventually a code would be promulgated, and the ILA would then be recognized by the employers and a contract would be negotiated. However the more militant faction, which included Harry Bridges and Henry Schmidt, members of the union's executive board, conducted work slow-downs throughout the summer of 1933 to counter the speed-up; they felt that only through a successful strike by all the maritime workers would the union get a contract, regardless of whether or not an NRA code was adopted for the industry.

The NRA decision that the Blue Book's contract with the employers was valid also stipulated that the shippers were not to discriminate against ILA members. However within a few weeks of the decision, Matson fired 4 employees for membership in the ILA. Bridges' proposal that a strike be called was voted down by the local's executive board. Bridges and his supporters took their case directly to the rank and file who were not allowed to vote on the resolution or on any other union policies. A 5 day strike ensued; it was settled after federal officials, some of the other employers, and the threat of a national boycott of Matson cargoes by the ILA convinced Matson officials to fire the strike breakers, rehire the strike participants, and arbitrate the fate of the original 4 men who were fired. (Matson was ordered to reinstate them.) The strike had established the union in the eyes of the workers; the question now was one of how to procure employer recognition and a contract.

A coastwide convention was convened in the Fall of 1933 to determine the strategy to be used to obtain a contract. It was decided that a committee would seek a meeting with the employers and if there was no response by December 10, 1933, a strike vote would be taken.

The employers proved unwilling to talk, so in January, 1934, the San Francisco longshoremen proposed that the convention scheduled for May be held in February in order to decide upon a course of action. The other locals agreed and convention

delegates elected from the rank and file (an unusual occurrence at the time) attended the convention together with the various local and district officers. The militant factions were successful in getting resolutions passed providing for a new democratic constitution and the creation of a federation of all maritime unions. The convention heard from the NRA that the federal government had no authority to order representation elections due to the absence of a code for the industry. Further, the delegates were read a telegram from Joseph Ryan, the national president of the ILA, stating that the shippers were reluctant to meet with the union because radicals were in control of the Pacific Coast Division of the ILA and had decided "...to meet the situation no matter what the cost." Ryan then advised that those locals loyal to the International should"...negotiate conservative agreements and let the radical ports take whatever course they see fit." (Larrowe, p.24).

In response to the telegram, the delegates voted a resolution assuring Ryan of the loyalty of the West Coast locals. A committee was elected to meet with the employers and express the union's insistence on coastwide bargaining and a closed shop, opposition to arbitration, and the intention to take a strike vote on March 7 if their demands remained unsatisfied. The employers subsequently rejected all demands and informed the Committee that at least 16 communists had been among the 55 delegates attending the convention.

The March strike vote passed 6,616 - 619 in favor of the strike. Despite the resounding strike support, Holman felt that it was a policy forced upon the membership by a radical minority. The strike was to begin on March 23 directed by a strike committee elected from the rank and file and headed by Harry Bridges rather than the district's officers. However, Roosevelt intervened and asked the union to postpone the strike until a specially appointed mediation board could study the situation and

render a decision. Burglar Bill Lewis, the Pacific District president, acquiesed and called off the strike.

Once impaneled, the mediation board had to decide whether bargaining was to be coastwide. The shippers maintained that they represented San Francisco only. When the union professed to speak for the entire coast, the employers countered that there was no proof that longshoremen in all ports supported the ILA. The board decided that if the union won the elections to be held by the board in the various ports, the employers would have to negotiate on a coast-wide basis.

However, neither side cared for the board's recommendation. The employers were split into two camps: the San Francisco shippers--who were willing to recognize the ILA and operate a joint hiring hall, but did not favor a coast-wide contract--and the employers in the other ports -- who refused to recognize the union. The union also rejected the board's recommendation because the board proposed a system of proportional representation which the membership felt would result in unwieldy negotiations involving several minority unions.

The longshoremen struck on May 9, followed the next day by the MIWU, the largest seafaring union with 2,000 members. On May 15, the International Seaman's Union of the AFL voted to strike largely because of the pressure of the MIWU's militant stance in support of the strike.

The strike was marked by violence and death as the employers attempted to keep their operations going. The strike came to a climax on July 5, 1934 -- known as Bloody Thursday-- when the employers made a concerted effort to reopen the docks. Two strikers were killed. Strike leader Harry Bridges called for a general strike; within 10 days most Bay Area unions except the typographers had voted to join the strike with the Teamsters being the first. On July 14 the San Francisco Labor Council met and elected a committee dominated by the AFL establishment to coordinate the general strike. By the end of the second day the committee, despite Bridges'

vehement objections, urged that the strike by settled by arbitration. The employers agreed to arbitration of their differences with the longshoremen but not the seamen. The general strike committee then voted to end the strike on noon of the third day, 'though the vote was close: 191 to 174. However, the longshoremen remained on strike in support of the MIWU but were later forced to return to work when the National Longshoremen's Board held elections coastwide on arbitration: 6,504 longshoremen voted in favor with 1,525 opposing. The longshoremen returned to work on July 31 and the arbitration award granted most of the union's demands: the coast-wide contract, sole representation of longshoremen by the ILA, a 6-hour day, a 30-hour week, with wages of 95 cents an hour (time-and-a-half for any work over 6 hours a day), and a compromise solution concerning hiring halls.

After a precarious existence--indeed nonexistence--of nearly 40 years, and a brutal and bloody 83 day strike, the union of longshoremen had become a power to be reckoned with.

LABOR-MANAGEMENT RELATIONS IN THE PACIFIC COAST LONGSHORE INDUSTRY, 1934-1950s: THE ILWU ACQUIRES JOB CONTROL

One of the major issues of the 1934 strike, and indeed throughout the ILWU's existence at various points, was the establishment and control of the hiring halls. From the union's perspective, control of the dispatch halls was essential due to the nature of the industry and past experiences with employer-run halls and other methods of hiring longshoremen.

Longshoring is a quintessential example of a casual labor market: many small employers and relatively unskilled jobs of short duration. In addition the total demand for labor on any given day fluctuates erratically concomitantly with the variations in overall port volume. As a result of these inherent characteristics of the industry and the existence of a glut of qualified laborers, there is chronic underemployment, substantial unpaid time required to find work, low average earnings, and great inequality in individual earnings in the absence of measures mitigating these tendencies (Hartman, p.28). In the years prior to 1934, employer practices served to exacerbate these inherent sources of humiliation for the workers. Men and gangs were either hired directly off the streets by means of the shape up or through employer-run hiring halls in some ports.

The shape up entailed that men desiring work gather near the piers where hiring foremen would select the gang bosses who in turn would gather the necessary number of men to make up a gang -- usually 16. Picked first were the preferred gangs: those gangs who worked as much as possible for the same stevedore and in return were given maximum employment opportunities by the firm. Those men not selected at the morning shape up often spent the rest of the day looking for work at busier piers. The men who were selected worked anywhere from one hour to more than 24 hours consecutively on a single job. Members of a gang working a ship who could not or would not keep

up with the pace of work or tolerate the hours were routinely discharged and replaced by other laborers roaming the waterfront in desperate need of work. The process of the shape up in general was felt to be unfair becasue employers tended towards favoritism and nepotism in the selection of men and gangs. In addition, kickbacks amounting to 5% of a man's pay were commonly demanded and paid as a condition of employment.

Employer-controlled hiring halls (i.e., employer-run decasualization) were no improvement. Unequal work opportunities and low average earnings were characteristic of this hiring method also. In addition, these halls blacklisted union members and thus were a means of breaking the unions.

Due to the prevailing conditions and abuses delineated above, longshoremen demanded hiring halls controlled by the workers in order to limit the size of the workforce and thus increase individuals work opportunities and average earnings. In addition, hiring rules decided upon and enforced by the union would substantially decrease the unpaid hours spent job seeking, allot the available jobs on an equal basis, prevent employer favoritism, and protect union members from employer discrimination. No wonder the hiring hall is considered to the linchpin of the West Coast longshore unionism: "The hiring hall is the union."

The National Longshoremen's Board's award in 1934 was a shrewd compromise between the union's insistence upon control of the hiring hall and the employers' contention that such a hall would abrogate their freedom to choose the best men for a particular job. The award stipulated that the halls were to be jointly operated in each port with the expense shared equally by the two parties. A register of full-time longshoremen was to be maintained by a joint labor relations committee composed of 3 representatives from each side; no discrimination was allowed in work assignments due to a man's union or nonunion status, but registered longshoremen were to be employed before casuals. The board instructed the labor relations committes to

dispatch men and gangs so as to equalize earnings as much as possible. Most importantly, the dispatcher was to be elected by the union members; this provision gave the union de facto control of hiring much to the chagrin of the employers in years to come.

The board's decision also attempted to satisfy the employers desire to retain control of hiring by providing that they would have the right to have dispatched the gangs they felt could best perform a particular task and when they hired single employees rather than a gang they would be free to select specific men on the register. Further, the board stipulated that employees must work as directed, could be fired for incompetence or insubordination, and finally that employers were free to introduce new work methods. These provisions became the focus of the union job actions to secure job control in the years to come.

Not only did the 1934 award provide the basis for the establishment of hiring halls, it also set up a procedure to handle disputes between the parties. The Joint Labor Relations Committees (JLRCs) in each port were ordered to serve as the second step in the grievance procedure in addition to their other functions of legislating and promulgating the regulations for the operation of the hiring halls and determining which workers would be registered as full time longshoremen. The JLRCs were to meet within 24 hours of a request from either side. Appeals were to be heard by port arbitrators agreed upon by both sides. Shortly after the contract was in force the Secretary of Labor was asked to appoint an arbitrator for the entire coast.

In the years immediately following the 1934 award several issues emerged which were dealt with through a combination of union job actions, arbitration decisions, and negotiations: sling load limits, manning requirements, and the work to be performed by longshoremen.

Sling load limits were of paramount importance to longshoremen; the size of the load determined the pace of the work because it was a source of pride as well as tradition enforced by the workers (and the supervisors) to "meet the hook." The 1937 agreement codified on a coastal basis the load limit of 2,100 pounds, won by the longshoremen in various ports through slowdowns.

Another source of employee dissatisfaction which became the object of job actions was gang size. An increase in the number of men constituting a basic gang was desired by the men because it would increase the number of jobs, and lessen the debilitating aspects of longshore work. While the union was unsuccessful in obtaining coast-wide uniformity, as it had with the sling load limits, manning scales were largely the same from port to port on regular break-bulk operations: 8 holdmen on loadout, 6 holdmen on discharge, 2-3 skilled men (winch driver-hatchtenders) depending on the ship, and two hook-on men on the dock. On operations other than break-bulk, manning tables were negotiated on a local basis and included in the port's work rules, as were the number of dock men in a gang in addition to the two hook-on men.

During this period other work rules came into being on largely a port-to-port basis which prohibited the transfer of men from dock work to ship work, and established gear priority (the right of the first gang working a particular hatch to all work entailed in loading or unloading that hatch). Dispatch rules which forbade the assignment of various specialty gangs to general cargo jobs and vice versa also evolved. These practices were necessary from the union standpoint to prevent discrimination and favoritism on the part of the employers and to secure the right of longshoremen to chose the type of work for which they were best suited.

The employers felt these rules were restrictive, and together with the slingload limits and increased gang size, had caused productivity on the waterfront to plummet. During the 1940 negotiations the employers opposed a wage increase on the grounds that

efficiency on the docks had been drastically impaired. In the subsequent hearings before the coast arbitrator, the employers submitted a productivity study which alleged a 38% decline from 1938-1940 in San Francisco and Los Angeles. However, the study was quite crude, using tonnage figures that failed to distinguish between various types of cargo and the different means of handling them. Even though the arbitrator agreed with the shippers that union and worker practices impaired efficiency, he ruled that the study was woefully inadequate as proof and granted the wage increase. The employers repeatedly made similar claims in later negotiations and arbitration proceedings, but met with a similar fate each time due to the difficulty in procuring accurate measurements.

Another controversy which served to poison the relations between the employers and the longshoremen was the advent of liftboards and lift jitneys on the docks; since the 1934 award had specifically granted employers the right to direct work and introduce more efficient work methods, this matter was the subject of several conflicting arbitration decisions. The issue involved not only the right of employers to introduce new machinery but also the questions of the union jurisdiction vis a vis other unions, especially the Teamsters. In 1935 it was held that longshore work did not include bringing cargo to place of storage but was confined to moving it from "the last place of rest" to the ship. However in 1938 another decision held that indirect cargo movement on the dock was indeed longshore work. In 1940 a new contract provision was included which provided that the union had the right to negotiate the conditions under which new equipment and work practices would be utilized. However, the union never invoked the provision preferring the use of job actions instead; arbitration of such matters would almost invariably be decided in favor of the employers because arbitrators tend to support employers' efforts to increase productivity.

Another right granted to the employers in the 1934 award, the power to discharge men for incompetence and/or insubordination, was also negated by concerted union

action. From the outset the union claimed the sole right to discipline workers and refused to negotiate or submit to arbitration either specific cases or a penalty schedule. Employer attempts at unilateral discipline were countered by the dispatcher's refusal to send replacement gangs and various job actions. In 1935 and 1935 there was a complete breakdown in the arbitration machinery due to the union's intransigence concerning matters of discipline. In the 1937 agreement the status quo was recognized and the union was given the right to discipline members; the joint LRCS in each port were to assume jurisdiction if the union didn't act in good faith.

In the period from 1934 through 1947, the longshoremen were able to attain a degree of control over both the work conditions and entry to the occupation that has been achieved by few unions with the exception of the printing and some of the building trades. The union was successful in the mitigation if not the outright abrogation of most of the employers' powers under the 1934 award including the right to direct work, introduce new work methods and practices, select specific gangs or individuals, and discipline workers. These gains however were not achieved without fighting every step of the way. There were constant work stoppages, slowdowns, and other job actions notwithstanding the 98-day strike in 1936-1937, and a 52-day strike in 1946.

Dating from 1937 on, admission to the permanent (registered) work force required mutual approval of both the number to be admitted as well as the specific men, with disputes settled by arbitration. The union was faced with a dilemna: if the number of permanent longshoremen were enough to satisfy peak labor demands, then equalization of work opportunities would entail substantial underemployment and low average earnings. As a result, the union chose to keep the number of permanent workers at a level where they could be relatively assured of full employment (Hartman, p.34).

This approach necessitated the hiring of substantial numbers of casual laborers to meet periods of peak labor demand, but under the 1934 award, as interpreted, only

registered men were to be dispatched unless the port Joint Labor Relations Committee specifically approved exceptions. In the years after 1934 most committees empowered the dispatchers to use casuals to meet labor shortages. In time the dispatchers began the practice of issuing permits to men who worked with some regularity. Since these men were recruited by the union, and arbitration decisions established longshore experience as an important criterion for admission to the registered work force, the union in effect controlled the admission process. The union's control over entry to the work force was codified in a contract provision obtained in the 1937 negotiations giving preference in registration to union members. In addition, if the port JLRC refused to admit a specific person to the registered work force, functionally it made no difference because the dispatcher could continue to send the person to jobs on a casual basis (Hartman, p.34).

In addition to the loss of joint control over who was to be employed on the waterfront, the employers lost their right to have preferred groups dispatched. The union voted in the 1939 convention to casualize all gangs in order to facilitate the equalization of earnings.

These developments led the employers to make repeated attempts to hire men directly off the docks and place management personnel in the halls to handle employer requests for workers. These efforts were repeatedly rebuffed; arbitrators consistently held that employers could neither bypass the hall nor interfere in its day-to-day operations (Hartman, p.32).

However, with the end of the war and emboldened by the public's antilabor mood and the passage of the Taft-Hartley Act in 1947, the employers mounted a counterattack which ironically led to a 23 year period of no coastwide strikes.

During the negotiations which took place in 1947-1948 "...in an atmosphere of hostility unequaled since 1934," (Larrowe, p.293) the employers demanded alterations

in the contract which would have given them control over the hiring halls. Unlike past negotiations they pressed this demand rigorously. A strike vote passed overwhelmingly but before the strike commenced, an injunction under the Taft-Hartley Act was obtained. Under the provisions of the act a vote was held by NLRB on the employers' last offer. Not a single longshoreman voted in the mandatory election when the 80 day "cooling off" period was over; the longshoremen struck for some 3 months after the injunction had expired.

The employers represented by the Waterfront Employers' Association (WEA) refused to deal with the union until its officers signed the noncommunist affadavits required by the Taft-Hartley Act. The employers calculated that such a demand would create a schism between the rank and file who wanted to return to work and their officers who were card-carrying communists. However, the WEA grossly underestimated the ILWU's solidarity. Just as in the past, when the membership steadfastly supported Bridges during the government's 2 attempts to deport him, so they did this time. Bridges called a coastwide referendum on whether to sign the affadavit; the rank and file voted 10 to one in favor of refusal.

The strike was ended when the large ship operators took control of the negotiations from the WEA and dropped their demand that the union's officers sign the affidavits and the demands for control of the hiring halls (the legality of the hiring halls would be litigated anyway). The new agreement provided for no changes in the work or dispatch rules but it also contained a no-strike, no-lock-out, no-work-stoppage clause excepting only helath and safety matters (the union had had explicit language allowing the cessation of unsafe work in the contract since 1940). Additional provisions streamlined the grievance procedure by providing for 4 area arbitrators on call 24 hours-a-day and empowered to render decisions on the spot. The contract was the result of a change in attitudes on both sides. The new employer leadership and

organization (the Pacific Maritime Association) gave up their struggle to emasculate or eliminate the union; the ILWU leadership decided that the realization of job control through work stoppages and the like should be discontinued largely because they felt the union had attained about all it could hope for and further gains would now be won thorugh negotiations.

Thus 1948 marked a turning point in the labor relations of the longshore industry. Neither side felt any longer that they were embroiled in a life-and-death struggle and the tensions eased considerably. During the next decade relations were relatively harmonious; negotiations were characterized by employer attempts to achieve better contract enforcement by the International to prevent the locals from whipsawing vulnerable employers, in return for increased wages, a pension plan, health insurance, and other fringe benefits.

Even though an armed truce had come to prevail over longshore labor-management relations, in the period after 1948 the federal government was still at war with the union and its leadership. The organized labor establishment was none too fond of the ILWU either, expelling it from the CIO for the union's alleged domination by Communists. In 1949-1950 the government prosecuted Bridges, J.R. Robertson, and Henry Schmidt for criminal conspiracy (Robertson and Schmidt had testified at Bridges' naturalization hearing that Harry was not a communist). This latest attempt to deprive the ILWU of its duly elected officers was thwarted by the Supreme Court in 1953, just as an earlier order to deport Bridges was overturned by the Court in 1945. Despite the sharply worded decision condemning the government's harassment of Bridges, the Justice Department made a fourth attempt to rid the country of Harry Bridges in a 1955 civil suit seeking his denaturalization. This last attempt failed also and brought an end to more than 2 decades of government persecution of a man whose only "crime" was that he was one of the most effective, militant, and incorruptible

(even his enemies conceded Bridge's absolute honesty) labor leaders this nation has ever known.

Another manifestation of the federal government's general and diffuse hostility to autonomous, viable, progressive, and powerful working class organizations was the passage of the Taft-Hartley Act. The purpose of the measure, enacted by a Republican Congress over Truman's veto in the wake of massive labor unrest following the war, was to render existing unions impotent and make the organization of new ones much more difficult. This law can best be characterized as reactionary, even for the United States, which has historically ignored the problems of the working class.

The promulgation of Taft-Hartley's provisions affected the ILWU in several ways. In addition to the provisions cited above (80 day strike injunctions amounting to involuntary servitude, and the filing of anti-communist affidavits which was declared unconstitutional in the 1960s), the Act required that the walking bosses (second level suprevisory personnel -- immediate supervision was the task of the gang bosses), heretofore members of the same locals as the rest of the longshoremen, have a separate bargaining unit. Subsequently, the walking bosses formed their own locals within ILWU.

The Taft-Hartley Act also contained provisions outlawing the closed shop. In framing the bill, Senator Taft had stated that he had had the maritime industry hiring halls in mind. This provision was particularly heartening to the employers because they had been effectively denied any role in determining how the supposedly joint hiring halls were to be operated. The Act stated that it was an unfair labor practice for unions and employers to discriminate against nonunion workers in hiring and conditions of employment. Employment preferences for union men had been written into the contract in 1937 and were now invalid. This restriction was circumvented initially by simply closing the registration lists and giving preference in the contract to the registered men. This was possible because there was a sufficient number of fully registered men to handle even peak demand in the early post-war years due to the

wartime expansion of the labor force. But with the advent of the Korean War, new men were needed. Failure to register men who worked with any regularity would lead to costly litigation because these men were untitled to sue for wages lost due to discrimination, full time employment, and registration.

This state of affairs led to the creation of a second registration status: the so-called "B" men. The position they held in the industry was roughly equivalent to that of apprentices or probationary workers in other industries: they would generally be admitted into the ranks of the fully registered workforce (A men) when needed and would then have the right to join the union. In the meantime, these men were subject to tighter availability regulations, and were only eligible for dispatch when all the "A" men desiring to work on any particular day were employed. In practice this meant that B men did the more distasteful jobs, e.g., hold work, and worked the less desirable hours. Also B status afforded much less job security, greater fluctuations in weekly earnings, and little input into the determination of wage rates and working conditions than A status did.

In summary, during the first 20 years of the ILWU's existence, the union achieved a rarely equalled degree of job control despite prolonged and concerted employer resistence and a largely unsympathetic if not overtly hostile political structure. Through the mechanism of the hiring hall, controlled in all fundamental aspects by the union, the ILWU had established its "...hegemony in size, flexibility, and allegiance of the longshore work force." (Hartman, p.30). The union had also succeeded in attaining working conditions and wage levels which transformed the once back-breaking, lowly, and dismal job of longshoring into a dignified, even prestigious, occupation.

None of these accomplishments could have been achieved ahd there not been an overwhelming degree of solidarity among the men. This cohesiveness was rooted in the longshoremen's strong sense of occupational community; they lived in the same

neighborhoods, were proud of the work they performed, and the nature of the job itself fostered close and lasting social relationships. Or to put it in the longshoremen's own words, "We struck together and stuck together."

MODERNIZATION AND MECHANIZATION AGREEMENT: THE ILWU SURRENDERS JOB CONTROL FOR A PRICE

The Modernization and Mechanization Supplement to the Pacific Coast Longshore Agreement, concluded in October, 1960 after four years of discussion and five months of negotiations, was widely acclaimed in the popular press and industrial relations literature as a pragmatic and innovative solution to the social problems inherent in the rationalization of a technologically backward industry. The New York Times described M & M as "a pioneering operation that will be closely watched by labor and management in every industry." (Farley, p. 167; 1979).

The leadership of both the PMA and ILWU enthusiastically endorsed the agreement. Paul St.Sure, president of the PMA, described the contract as "most significant" because "now management and labor agree to see how the job can be done more effectively." (Fairley, p.167; 1979). Harry Bridges in his Dispatcher column was ebullient: "... this new agreement...is the greatest achievement of the union - and the greatest step forward since the establishment of the hiring hall, decasualization and union security after the 1934 strike." (Fairley, p.167; 1979). These hearty endorsements were belied by later events and dissension within the membership of both organizations. By 1971, M&M was dead and the longest strike in maritime history had commenced. What follows is an examination of how and why the PMA and ILWU came to such an agreement and why they later abandoned it. In a following section the short- and long-term effects on the industry, the union, and the workers will be examined as manifested by the present state of labor-management relations.

In 1957, as International Vice-President J.R. Robertson put it, "We saw the handwriting on the wall..." Robertson was referring to the quickened pace of technological change. What had begun during World War II with the introduction of lift trucks on the docks and the consequent elimination of the long gang by the War Labor

Board was now of sufficient magnitude to prompt a change of attitude on the part of the union's leadership (Robertson, p.3; 1960). By the mid-1950s new techniques for handling bulk and speciality cargoes were becoming increasingly common, as were unitized loads. And with the advent of the first fully containerized vessel in 1959, the leadership felt that it was time to consider an alternative to continued resistance: the relinquishment of restrictive work rules in return for a share of the resulting savings.

The policy of guerilla resistance was thought to be untenable because arbitration awards would invariably favor the shippers' attempts to introduce new techniques (the union had historically avoided the grievance machinery in favor of job action on this issue bacause contract language dating to the 1934 award gave employers the right to determine how the work was to be performed) and even favorable rulings would not represent abeyance of the inevitable. In addition, if the PMA were to adopt a hard line (very probable in the event of an economic downturn) and a prolonged strike were to ensue , little public sympathy and probably government intervention would be forthcoming.

For other reasons, the leadership argued that the time was right to proceed upon such a course. As-of 1958 there was actually a shortage of fully registered longshoremen, so the resulting displacement would be minimal. Also, since the PMA members, the large American companies engaging in international trade in particular, were anxious to invest in new ships and equipment to counter foreign competition, they would be willing to pay dearly for the relaxation of work rules that would prevent them from realizing the full benefits of increased capital investment.

To buttress it's arguement, the leadership pointed out that work was being lost despite the union's resistance due to high costs which drove a considerable volume of coastal and intercoastal cargo to trucks and rail. In addition new techniques of cargo handling such as unitized loads and containerization had been introduced which transferred what had formerly been longshore work away from the docks to other

workers, notably Teamsters. The leadership argued forcefully that rather than refusing to face the inevitable, it would be better to attempt to recoup some of their losses through a new strategy which recognized the new circumstances.

The leadership was thus able to convince the Longshore Caucus to sanction the informal talks taking place during 1956-1958 despite the doubts expressed by many delegates that the employers would be willing to share a significant portion of the savings and misgivings about proceeding upon both a modernization and mechanization deal simultaneously. In the 1959 negotiations, the M&M talks became formal. The basic objectives were agreed upon: in return for a relaxation of the work rules inhibiting the introduction of labor-saving devices and practices, the PMA would guarantee the maintenance of the 1958 registered work force, esstablish a fund which would be the mechanism for sharing the decreased labor costs with the longshoremen, and provide safeguards against individual speed-up and safety hazards.

The 1959 contract, as a first step in the realization of these objectives, provided for an 8-hour work guarantee for the longshoremen in return for greater management flexibility in the assignment of gangs, an easing of the gear priority rules and an end to late starts, early quits and 'four-on, four-off.' The 3-year contract stipulated that a 1.5 million dollar payment be made as a token of good faith since the PMA asked for another year to study the probable effects of M&M. The payment also liquidated any union claims to a share of the mechanization benefits realized prior to June, 1960, when the talks were to reopen concerning the M&M supplement. Another reopening was slated for June, 1961. If the parties failed to reach agreement on M&M, the differences were to be arbitrated.

A development which greatly enhanced the PMA's unit vis-a-vis the union and made its members less wary of the International's guarantees of contract compliance and thus more willing to embark upon the precedent shattering agreement was the success of the 1959 Performance and Conformance program. The 1959 program represented another

effort by the larger U.S. flag shippers to assert greater controls over their operations which had begun in 1948 when they pushed the WEA aside and organized the PMA to handle the shippers' labor relations.

The essentially cost-plus nature of the industry resulting from federal subsidies for shippers and a basically cost-plus scheme of paying the stevedore contractors and terminal operators (also members of the PMA) provided little incentive to cut costs. Therefore union job actions to institute or sustain extra-contractual practices (e.g. late starts, early quits, four-on, four-off) met with little resistance because the increased costs entailed by such practices were usually less than the costs which would have been incurred due to the increased ship turnaround time; and in any event, these costs could be passed on by the stevedores.

Unlike past "Performance and Conformance" programs, the one initiated in 1959 had teeth. A Coast Steering Committee was established to handle member complaints that another shipper or stevedore was not operating in accordance with the contract. If the charge was found to be valid then the offending member was fined. But even more effective and novel was the "grieved ship" tactic whereby an employer who suffered an illegal work stoppage was required to immediately notify the Committee which would then release all gangs from the other ships and order no replacement gangs except for the grieved ships (Hartman, p.92; 1969).

The effectiveness of the grieved ship strategy and the intensity of rank and file opposition (especially in the Southern California ports) to decreased manning scales were poignantly demonstrated during the course of the 1960 negotiations with the refulsal of the San Pedro local to work Matson's fully containerized Hawaiian Citizen as it had been in San Francisco according the the manning scale agreed upon by the JLRC. Negotiations were suspended and the port was closed for 14 days. The Los Angeles City Council threatened to replace the ILWU members with civil service employees

-a move even the PMA opposed. Fairley terms the outcome a complete surrender to the PMA: the agreement provided for penalties for men or gangs who walked off the job or didn't work as directed. Even more humiliating was the stipulation that the local officers would be subjected to the same penalties which included possible deregistration for a fourth offense (Fairley, p.133, 1979).

The major issues in the 1960 negotiations concerning the M&M supplement were the determination of the basis on which PMA contributions to the fund were to be calculated, the purpose and disposition of the fund, and the extent of the work rules liberalization.

The union took the position that contributions to the fund should be made on the basis of man hours saved: for each hour saved the employers would contribute an amount equal to an hour's straight time pay. Since total labor costs were approximately $4.00 an hour and the straight time rate was $2.74, the employers would realize savings in excess of a dollar per hour. However, the PMA's counter proposal of an annual flat rate was ultimately adopted. Why the PMA insisted upon a yearly lump sum contribution and the Union acquiesced is due to several factors.

Paul Hartman posits three reasons why the employers were successfully able to oppose the union's attempts to tie the funding to productivity increases: (1) a failure to collect good figures on productivity largely due to the reluctance of stevedoring firms to reveal the basis upon which their bids are made; (2) opposition in principle on the part of some PMA members to the workers' claim of a share of the benefits especially those savings obtained through increased capital investment; and (3) the success of the 1959 Performance and Conformance program (Hartman, p.9).

The ILWU agreed to an annual lump sum payment of $5 million which was the equivalent of a 4-5% wage increase for the following reasons. First, even though the union negitiators did not distrust the measurement system worked out by Max Kossoris

of the Bureau of Labor Statistics (Fairley, p.131, 1979), the negotiators wanted a concrete figure to which they could point as having been won in the negotiations. This is a tendency quite common to collective bargaining relationships because it is often easier to secure contract ratification by the rank and file if the contractual benefit provisions are easily quantifiable rather than amorphous. Second, if the employer contributions were contingent upon actual savings, then the union would have been under great internal pressure to make the program a success. Third, many of the caucus delegates obviously felt it would be possible to receive the guaranteed contribution without making any real concessions on the work rules in practice due to the past successes in resisting PMA attempts at contract compliance on the part of the locals - notwithstanding the PMA's victory in the San Pedro containerization dispute.

The purpose and disposition of the fund was a second major issue resolved by the 1960 negotiations on the M&M Supplement. At the behest of the employers the 1957 "Statement of Objectives" had stipulated that the means of sharing the savings be in some form other than wages so as not to"distort" longshoremen's wages in comparison with other workers in the industry. In the opinion of this observer, wage supplementation was steadfastly opposed by the PMA for at least two reasons. A pay supplement would exacerbate the wage demands made by other workers and in turn those of the longshoremen who presumably would become adamant in demanding that the differential be maintained; secondly, a cessation of payments to the fund (the agreement provided for the abatement of the employers' contribution in the event of a work stoppage in any port) would invariably precipitate a coast-wide walk-out if the longshoremen's take-home pay were affected rather than the level of some relatively intangible fringe benefits.

Ultimately the parties agreed that $2 million of the annual contributions would go towards a fund to guarantee fully registered A men 35 hours of pay a week. However, a provision was included that relieved the PMA of any liability for funding the guarantee over the $2 million payment. In addition, the guarantee was to apply only to a decrease in work opportunity that was not the result of an economic downturn. However the requirements for eligibility were so "...restrictive that it is difficult to escape the conclusion that both parties were eager or avoid ever using the guarantee " (Fairley, p.137, 1979).

The union insisted that coverage be extended to those workers who were promoted to A status during the life of the contract but the employers were successful in denying this demand. However, the IRS later held that all men fully registered were eligible notwithstanding their date of registration.

The remaining $3 million was to be the "men's share of the machine" (the mechanization fund). Sentiment among the rank and file as reflected by the Caucus delegates clearly favored some sort of cash distribution; the leadership was opposed but compromised; each fully registered longshoreman upon retirement at age 65 with 25 years would receive $7,920 or a man with 25 years experience at age 62 could retire and receive the $7,920 in amounts of $220 a month until age 65. Also workers retiring with less than 25 years at age 65 would receive a pro-rated share as would those who were disabled who retired prior to age 65. These provisions were designed to "shrink the work force from the top," thus insuring increased work opportunities for the younger men and a younger labor force (the average age was then over 50) for the employers.

An issue which was the subject of misunderstanding on both sides was the nature of the obligation imposed by the agreement; was there a continuing obligation on the part of the employers to pay for the surrender of the work rules after the 5½ year contract expired in 1966? In other words, were the employers committed to funding the modernization portion of the agreement after 1966? The leadership of both the

ILWU and the PMA agreed that the $11 million was indeed the sale price of the longshoremen's work rules; but that the mechanization contributions were ongoing. However other members of both organizations had differing conceptions of the employers commitments.

Many employers failed to distinguish between modernization and mechanization. They felt that for $29 million ($5 million for 5½ years plus the $1.5 million for 1959) the employers had purchased an end to the unions restrictive work rules and that further payments were contingent upon the longshoremen making additional concessions as evidenced by the PMA demands at the 1966 negotiations. This "COD" attitude rather than a feeling of continuing commitment to share the actual savings realized as a result of the relaxation of the work rules and the introduction of new machinery was attributed in 1964 by a PMA spokesman to the success of the Performance and Conformance program since 1959: "The earlier thinking |sharing the actual savings with the workers| had been born of the industry's mistrust of what could be accomplished, and it was now put aside" (Fairley, p.130, 1979).

Within the ranks of the ILWU there too were varying opinions concerning the type of obligation imposed by the agreement. Some members of the negotiating committee were of the opinion that since the benefits procurred by the employers as a result of the liberalization of the work rules would continue to accrue even after 1966, then so should the payments. Other members of the union's negotiating committee agreed with the PMA hardliners in their contention that the work rules had been bought out for $29 million (Kossoris, p.182, 1966). To this writer it appears that the negotiators (i.e., St.Sure and Bridges) deliberately objuscated the nature of the employers' M&M obligations in order to secure ratification. In fact this strategy is a quintessential feature of many collective bargaining situations: if either labor or management can't secure their respective preferences, the language is made vague and confusing.

In addition to the issues of how M&M was to be funded, and the purpose and disposition of the fund, another major issue concerned the specific work rule changes to be made. It was agreed that the slingload limit of 2,100 pounds would be abandoned for altered operations and new commodities, but would continue to apply "where conditions...are the same as in 1937" (Fairley, p.194, 1979). Either new machines or an increase in the number of men was sufficient to constitute a new work method. These new sling load rules were the subject of many grievances: the employers would assert that a particular operation had changed while the union would claim that it had not. Not only did the ILWU surrender the 2,100 pound sling load limit but multiple handling was also prohibited in the 1960 contract. The basic gang which consisted of 8 holdmen was cut to four-virtually putting an end to the four on/four off practices so despised by the employers. But if the work required more than the placing of slings two more men were to be used on discharge and four more on loading. These men were designated swing men and the employers were permitted to use these men in any hatch or dock, unlike gang members (Fairley, p.155, 1979). This development presaged the dissolution of the gang system which by the later 1960s had almost completely gone out of existence.

The manning scales were incorporated for the first time into the Coast Agreement which heretofore had been set in the local port rules. Both parties were attempting to assert greater control over their local members. In practice, this greatly enhanced the power of the Coast Joint Labor Relations Committee which had original jurisdiction over manning changes (Fairley, p.157, 1979). The Coast Committee in effect became the policeman of the contract much to the ire of a large segment of the rank and file who felt their leaders were working against them.

Another matter dealt with during the 1960 negotiations was the problem of the ILWU's jurisdiction. The parties agreed that all dock work, as well as the new jobs created by mechanization belonged to the longshoremen. Training the men to operate

and service the new equipment became the responsibility of the employers. This portion of the pact was contested by the Operating Engineers - the WLRB ruled in the ILWU's favor - and by the Teamsters with whom prolonged jurisdictional disputes (and loss of work) became a fact of life.

Thus through the mechanism of the M&M Supplement the ILWU surrendered the better part of its job control in return for guarantees from the PMA that there would be no individual speed ups in addition to the older one of safe work, and an annual contribution of five million dollars. Max Kossoris points out what a bargain the PMA received. He notes that the longshoremen got only an 8¢ raise while the ILWU's warehousemen got 21¢: the longshoremen subsidized the employer contribution at the rate of 13¢ an hour. Since total M&M costs were approximately 17¢ an hour, Kossoris reckons that M&M cost the PMA 4¢ per man hour worked (Kossoris, p.8, 1961).

By 1966 when the M&M agreement came up for renewal, the immense savings procured by the shippers as a result of the work rules liberalization (mechanization had not proceeded to any great extent) were manifest. Even though the productivity measurements were abandoned early in the contract, the first year's figures (1961) showed that PMA members had realized at least $6.5 million in savings. Kossoris estimates that by 1966 the employers had saved well over $150 million (Kossoris, p.169, 1966). The distribution of these savings among PMA members varied: those who unitized their loads, utilized containers, and otherwise sped up operations through capital investment profited more than the operators who did not. But all profited handsomely from the relaxation of the restrictive work practices. In addition, the shipping companies were able to exert much greater control over the stevedoring firms. In short, the PMA members received even more than they had anticipated.

The first 5½ years of M&M were also good to the union, not as a result of the pact, but due to fortuitous circumstances: a 32% increase in tonnage ironically the result of the escalation of US military activity in Southeast Asia (the union had

historically opposed military adventurism). This served to keep the number of man hours worked constant despite sharp productivity gains - about 24% (Kossoris, p.1069, 1966). In fact, death and retirement shrunk the longshore labor force to the point where new workers had to be added; the B men taken on in 1959 who were frozen that status by the terms of the agreement were promoted to A status in 1963 and the B rolls were opened in 1963 and again in 1965. The provisions of the pact that were intended to "shrink the workforce from the top" through early retirement had little effect since most opted for regular retirement with 25 years service at age 65 and the vested benefit of $7,920.00. Although a change in the pension agreement in 1961 allowing "pro rata pensions" induced heavy retirements during the first year, most men worked until they were eligible for full benefits (Fairley, p.228, 1979).

The 1966 5 year agreement reflected a further erosion of the ILWU's protective work rules. Former ILWU Research Director, Lincoln Fairley, explains:

> The process begun in 1959, when the Union first made concessions on flexibility in order to win the 8-hour guarantee, had now continued to the point where the employers had an almost completely free hand to assign men where they pleased and to shift them as they pleased from one job to another. In the main, the only exception lay in the prohibition of shifting skilled men to unskilled work - an exception which did not apply to the two skilled holdmen in the basic gang when no machines were operating - and in the prohibition against shifting men on the Dock Preference Board into the hold. (Fairley, p.249, 1979).

The employers' control of the work force was only mitigated by provisions allowing the men to stand-by if the superintendent and the business agent were unable to agree on a claim of onerousness (individual speed-up) or unsafe work. However if the arbitrator - who would be called immediately in the event of such a disagreement - ruled in the employer's favor then the men were not paid for the idle time and could be required to work up to 2 hours

after the scheduled shift had ended. In addition, employers were given the perogative of shifting men involved in an onerousness dispute to other tasks.

The 1966 renewal of M&M also saw for the first time, PMA inroads into the operation of the hiring hall through implementation of Section 9:43 which stipulated that the employers would be allowed to retain skilled men on a steady basis "without limit to number or length of employment." This concession was the object of intense rank and file opposition throughout the life of the contract as evidenced by the fact that many locals initially prohibited their members from "going steady."

Other provisions of the 1966 agreement concerned the PMA contributions to the Modernization and Mechanization funds. The ILWU's leadership and the PMA representatives agreed that there was no obligation on the part of the employers to continue funding the Modernization portion of the agreement (sale of the work rules) much to the chagrin of many union members. However this opposition - mainly from the younger men - was overcome by several features of the new contract (a 50¢ an hour wage increase, retirement at age 63, an increase in the vested benefit to $13,000 and increased pensions) and the disposition of the wage guaruntee fund - $1,223 for each man registered in 1960 and still active in 1966. The wage guarantee fund was discontinued as was the no-lay-off provision in favor of an extra 10¢ per hour wage increase.

The 1966 negotiations also saw an about-face by the PMA concerning the basis for the determination of the contributions to the Mechanization Fund ("the men's share of the machine "). Whereas in 1960 the PMA demanded that contributions be in the form of an annual lump sum, in 1966 the PMA proposed that the contributions be based on a 50-50 split of wage cost savings. International President Harry Bridges rejected the proposal out of hand, calling it a "gamble" and an "incentive plan" (Fairley, p.239, 1979).

It was ultimately decided that employer contributions would be at a level sufficient to fund the union's vested retirement benefits of $13,000 per eligible worker. The level of contributions was set at $6.9 million annually.

During the last five years of the period covered by the M&M agreement, the serious shortcomings of the pact (from the ILWU's standpoint) and the shortsightedness of the union's leadership became apparent. Work opportunities and average annual earnings decreased dramatically as a result of the winding down of the war in Southeast Asia, and the increased rationalization of the industry due largely to the great increase in containerization. The leadership had planned for neither possibility. In fact, there was no reference whatsoever to container operations in the 200-page 1966 contract. Even though some 1766 Caucus delegates wanted the wage guarantee retained on a stand-by basis, the leadership felt that a decline in tonnage could be adequately countered through shifting members from slower ports to the busier ones and also through compulsory retirement. In addition, it was noted during the Caucus that the wage guarantee did not apply to work lost as the result of an economic downturn. Another factor which exacerbated the exogenous shocks of decreased tonnage, increased containerization and inflation, was the length of the contract; five years with no wage and pension opening, along with a no strike pledge. Another instance in which the Union's leadership proved to be less than prescient was their rejection of the PMA's proposal to equally share the savings incurred with the union. The adoption of such formula would have netted the ILWU some $294.3 million rather than the $34 million it received from the PMA during the years 1966-1971 (Fairley, p.239, 1979).

The failure of the union's leadership and negotiators to assert the ILWU's jurisdiction vis a vis other unions and the resulting loss of work was still another manifestation of the leadership's ineptness. By 1968 the delcine in hours and earnings called attention to the fact that most of the stuffings

unstuffing of containers was being done away from the docks by other workers-mainly Teamsters. During that year the Container Freight Station Supplement was negotiated with the PMA after a work stoppage in all the major ports was ended by court orders. However the earlier failure of the union to assert its work jurisdiction prejudiced later attempts to secure it through NLRB and court proceedings.

The resulting agreement was a separate contract covering all stuffing and unstuffing done in the dock area. It created a new category of ILWU labor: CFS utility men who worked 8 hour shifts (no overtime after 6 hours) and could be used by the employer for any work, skilled and unskilled, except clerical. It was hoped that these provisions would induce PMA employers to have container work done on the docks by ILWU labor instead of subcontracting the work to other than PMA employers who used mostly Teamster labor. However, the CFS resulted in little change of the prevailing practices, with the exception of the Oakland CFS, and actually made matters worse because the membership roles were opened in anticipation of increased work opportunities which never materialized.

By 1971 opposition to the renewal of M&M had reached the point where its extension was not even seriously considered in the Caucus proceeding the 1971 negotiations. Opposition among the younger men had been apparent at the time of the 1966 contract vote when the tally was 6,488-3,985 for ratification with the Los Angeles, Portland and Seattle locals where the younger members were concentrated voting "no."The older members centered in local 10 (San Francisco) and the ports of the Northwest voted overwhelmingly in favor. However many of the older longshoremen retired during the period prior to the 1971 contract talks with the result that the opponents gained a majority within the union.

The confluence of several factors explains why those opposed to M&M - a minority in 1966 - had become a majority: the loss of M&M supporters due to death and retirement, the apparent inability of the union to prevent production speed-ups due to the elimination of sling load limits, the increased centralization of power in the Coast Committee which often pitted the rank and file against their own officers on matters of contract enforcement, inflation, loss of work to the Teamsters, the growing disparities in earnings between those who worked steady and those who were dispatched from the hall, and the fact that the ILA had been able to conclude better contract provisions during the 1960s.

The experience of the ILA in dealing with the same problems that plagued the ILWU during the 1960s poignantly illustrates the inadequacies of the ILWU's approach to the problem of technological unemployment. In stark contrast to the accomodating tactics employed by the ILWU, the ILA followed a militant confrontational policy which resulted in the East Coast Longshore strikes of 1959, 1962, 1964 and 1968.

The ILA's leadership confronted the problems of containerization and jurisdiction early on rather than largely ignoring them until 1968 as the ILWU had done. ILA President Thomas Gleason contended that containerization was inevitable and that the jobs of perhaps 30% of their membership were threatened, in a speech given at the ILA convention in 1959 (Ross, p.401, 1970). In 1958 the New York longshoremen refused to handle filled, shipper-loaded containers. Even though the employers won an arbitration decision requiring the longshoremen to handle containers, subsequent negotiations provided that the use of containers did not justify a reduction in gang sizes or the loss of clerical jobs (Ross, p.401, 1970).

The 1959 ILA strike settlement contained several provisions dealing with containerization. It gave employers the right to utilize containers as they

saw fit, but in return the union nailed down their claim to all work performed in the Port of Greater New York, and secured a provision calling for royalty payments of from 35¢ to $1 per ton on containers loaded or unloaded away from the docks.

In 1962 another strike ensued. Unlike the 1959 strike which mainly concerned economic issues, the 1962 walkout was over employer demands for a reduction in gang size and increased flexibility in work assignments. The settlement, made primarily upon the recommendations of a three-man mediation board appointed by President Kennedy and headed by Senator Wayne Morse (who had been the coast arbitrator for the PMA and ILWU before his election), provided for a hefty wage increase and continuation of the basic gang size together with a study of the problems of man power utilization and job security by the Labor Department.

The report issued in 1964 recommended that technological change be accepted, but that the burden of these changes not be entirely borne by the workers. To this end the report suggested that measures by taken to reduce the work force by restricting entry, inducing retirement and that the employers should provide severance pay and retraining opportunities to the displaced workers. In addition, the report suggested that "a system of minimum guarantees" might be called for (Fairley, p. 300, 1979).

The atmosphere of the 1964 negotiations was clouded by the admonition of President Johnson that if peaceful adjustments could not be reached then legislation would be enacted. The union feared that a prolonged strike would lead to an ad hoc compulsory arbitration law. Just such a law had been passed in 1963 to deal with the manning controversies embroiling the railroad industry (Ross, p. 403, 1970).

The 1964 pact squarely addressed the problems of job security posed by the inevitable technological changes. It provided for a significant wage increase and a guarantee of 1,600 hours of work annually. In return the union closed its membership rolls, and agreed to a reduction in basic gang size from 21 to 17 men by October, 1967.

1968 saw yet another East Coast longshoremen's strike and Taft Hartley injunction. Phillip Ross notes that unlike 1964 when the spector of Congressional action loomed ominously, in 1968 with the resumption of the strike, the New York Shipping Association had little hope of government intervention and "virtually capitulated to most of the union demands" (Ross, p.407, 1970). The ILA won an increase in wages of $1.60 per hour over three years and a guarantee of a full years work (2,080 hours). In addition, a new container provision stipulated that all consolidated or less than truck load (LTL) containers owned or leased by the signatory employers which either originated or were destined to a point within a 50 mile radius of any port would be stuffed and unstuffed by ILA labor at longshore rates on a dockside facility (Ross, p.408, 1970). The contrast with the ILWU's CFS agreement which provided for utility men working at less than longshore wages is dramatic.

The ILA's new agreement contained specific provisions plugging the loopholes so as to prevent other workers from doing container work within the 50 mile radius. The provisions included one that stipulated: these rules "are intended to protect and preserve the work jurisdiction of longshore and all other ILA crafts at deep sea piers and terminals" (Ross, p. 408, 1970). Another provision provided that if the rules were unsuccessful in preserving the work jurisdiction of the ILA then the union had the right to renegotiate these provisions. In addition it was agreed that pending settlement of any container dispute, employees may refuse to work any containers involved and that such a refusal was not subject to arbitration (Ross, p.409, 1970). Even though the

provisions establishing the 50 mile rule were later overturned by the courts, the ILA experience shows that the ILWU could have done much more to preserve its jurisdiction had its leadership had some modicum of foresight.

Professor Ross posits that ILA's policy of maintaining a militant and continual state of alert on any possible encroachment into its jurisdiction resulted not only in the the preservation of its jurisdiction, but also in an extension of it. He notes further that the ILA seized the containerization and associated issues as an "opportunity to make gains on a wide front which strenthened the union at minimum cost" (Ross, p.418, 1970). By 1971 the ILA had indeed made some impressive gains and had surpassed the ILWU in securing higher wage rates, paid holidays and a 52 week wage guarantee (of the latter two, the ILWU had neither).

Ross notes that despite the fact that the working conditions of West Coast Longshoremen remain enviable, the "erosion of their jurisdictional interests - whose origin predated the onset of containerization - casts a shadow over the union's future "(Ross, p.418, 1970). He also points out that the costs to the ILWU in terms of straining its collective bargaining relationship and antagonizing "a powerful union ally" in its belated attempts to recover lost work from the Teamsters, are and will continue to be high (Ross, p.419, 1970). These costs have added "unrest to the union rank and file whose instincts on job protection appear much closer to those held by the ILA (Ross, p. 419, 1970). Indeed the 1971 ILWU strike - the longest in maritime history - was a minifestation of this rank and file dissatisfaction and indicates the great costs the union must now pay if it is to serve the interests of its members.

Ross concludes that the containerization experience of the ILA and ILWU offers two lessons: first, "a union's jurisdictional interest means jobs and it also means some degree of control over collective bargaining...Secondly,

to welcome technological change without safeguards is to invite unforeseen difficulties." (Ross, p.418, 1970). Ross notes that while long term change is inevitable, the short run provides:

> an opportunity for unions to guard their members' welfare by controlling the rate of change. The abandonning of these controls by the ILWU - which resembles the earlier action of the UMW in removing every impediment to technological change - does more than encourage change; it weakens the ability of the union to protect its members." (Ross, p.419, 1970).

Thus the last years of the Modernization and Mechanization agreement found the ILWU in a factionalized and weakened state. It is truly ironic that one of the country's most cohesive unions, at the very height of its power, should embark upon a program to accomodate the rationalization of its industry that abandoned the interests of a very sizeable portion of the industry's labor force - the younger registered men, the B men and the casuals. M&M was indeed an "old man's contract," but as President Harry Bridges has stated several times, "They built the union." To this author, M&M was a blunder. The deal paid off the older men handsomely (i.e. those who retired in 1961-1971), but left the younger members - the future of the union - in an almost untenable position. They had to play catch-up with the rest of organized labor (the Teamsters and the ILA in particular) possessing less economic muscle than at any time since the union's founding, because their highly respected leadership had traded away the union's job control for a pittance.

POST M & M: THE ILWU LEARNS TO COPE WITH A NEW ENVIRONMENT

In the years since the termination of the M&M agreement, the West Coast Longshoremen have been confronted with a radically different work environment. By the mid-1970's, only some 15% of the cargo tonnage handled was in the form of the traditional break-bulk variety. M&M had indeed been successful in allowing the shipping industry to modernize and ensuring the viability of most of the PMA firms - especially those investing heavily in containerization. But for the ILWU this rationalization along with the relinquishment of the longshoremen's protective work practices posed a grave threat to the strong sense of occupational community among the workers which had been the paramount source of its cohesion and thus of its economic power.

The modernization of the industry profoundly altered the day-to-day work experience of longshoremen. Since the work required on containerized vessels and ships specifically designed to haul a certain type of cargo (e.g., automobiles and timber) is of completely routine nature, the opportunities for worker input into the operations have virtually disappeared. This has given rise to a new set of relationships among longshoremen, walking bosses, clerks, and the company superintendents.

In modern longshore operations the sequencing of the shipboard and dockside work is planned in advance of a ship's arrival by a computer team rather than by the walking bosses working with the longshoremen, their gang bosses and the clerks at the time of the ship's arrival. This development has greatly enhanced the role of the superintendent because he alone possesses the computer printouts detailing the dock storage of cargo units and the

discharge/loading sequence for any given vessel.

The modern superintendent is basically a manager: he schedules the tasks to be performed and frequently takes a very active and direct operational role. His inputs are based no longer on his knowledge of the industry, but rather upon his monopolistic control of information. This state of affairs does little to generate the respect of the workers as the traditional operations had done. Conversely, the modern operations negate the need for the superintendent to secure the good will and respect of the men because he no longer has to rely upon their experience or inputs. The work environment which formerly fostered egalitarian relationships has given way to superior - subordinate relationships (Mills, pp.1-8, 1978, Part II).

The "interventionist" role of the modern superintendents has curtailed the importance of the walking bosses in the overall supervision of longshore operations. It is no longer uncommon for a walking boss to be publicly upbraided by the supervisor and for the walking bosses to perform longshore work. In the past such practices were not tolerated. In addition, walking bosses no longer routinely contest orders that appear to be in violation of the contract due to the provisions stipulating that the men will work as directed except under onerous or hazardous conditions. In short, a great deal of authority formerly possessed by the walking bosses has accrued to the superintendent - from the union to the employer (Mills, pp. 8-11, 1978, Part II).

The mechanization of the longshore industry and the concomitant changes in manning scales have destroyed the gang system: the very foundation of the relationships that "provided the social bedrock of [the longshoremen's] on-the-job unity and militancy" (Mills, pp.13-14, 1978, Part II). Regularly constituted gangs have been replaced in most instances by "units" which exist only as long as the operation to which it is dispatched. Men working out of

the hall are dispatched as either members of a unit or as "swingmen." Unit members may be "pulled out" (sent back to the hall) at the end of a shift if no longer needed; "swing men" may be shifted between units and also between ship and dock work. In addition hall men no longer constitute the backbone of an employer's labor force. Instead, this role is taken by the equipment operators who work steadily for a single employer in return for a monthly guarantee: the "9.43 men."

Since members of a unit only work together for the duration of a single job, the relationships among the men so employed are extremely casual as compared to the close and lasting friendships engendered by gangs. Gang members in many instances worked with one another for years, often lived in the same neighborhood, rode to work and socialized after work together, and not uncommonly were related. Another factor militating against greater cohesion and militance among unit members is the nature of the work. Herbert Mills, the Secretary-Treasurer of Local 10, points out that not only are they separated on the job by physical distances that greatly inhibit interaction, but also they are no longer "working with" men employed in other categories "in any meaningful way" (Mills, p.14, 1978, Part II). This latter effect is due in part to the fact that many of the new men hired in the 1960s often worked in newly created job classifcations such as lashers (those who secure containers) and as a result seldom worked with the older men and never with gang bosses or gang stewards. In fact the deployment of workers by units rather than gangs spelled the end of the steward and gang boss systems.

The demise of the gang system - almost complet the the mid-1970s - also eroded the sense of equal justice among the men which was the hallmark of their occupational community. Gang bosses were elected by the gang members and walking bosses were invariable selected by the employers from their ranks.

With the advent of units and steady men, gang bosses and stewards disappeared, and walking bosses were more commonly selected from the ranks of the 9.43 men on the basis of employer loyalty rather than skill in longshoring and handling workers.

One of the most bitterly opposed of the M&M legacies which probably did the most to factionalize the longshoremen was provision 9.43 which gave the employers the right to hire equipment operators on a permanent basis. Opposition to this provision is rooted in several factors. As mentioned above, the so-called "9.43 men" were more likely to be promoted, but even more important is the opposistion that is rooted in the principle: "the union is the hiring hall." The provision allowed employers for the first time since 1934 to bypass the dispatch hall and hire men of their own choosing without regard to seniority or rotational dispatch. Thus it militated toward the transferrence of worker loyalty from the union to the employer. The provision also created a schism between the steady men and those dispatched from the hall, because the latter's work opportunities and average earnings were frequently significantly less than those of the former. In short, a majority of the ILWU's membership, in contrast with the leadership, came to view Section 9.43 as a threat to the viability of the Union.

Due to the changed social organization of the industry, the result of the factors and circumstances delineated above, there has been what Mills terms "a pervasive and dramatic deterioration of its day-to-day labor-management relations." This deterioration is evidenced by and is a cause of "an extraordinary proliferation of on-the-job disputes" and "an unprecendented jamming of the across-the-table grievance machinery because...an immediate [i.e. on the job] resolution of those disputes is fairly rare." (Mills, p.21, 1978, Pt. II).

The general inability of the men and the union to deal with and resolve alleged contract violations at the time and place that they occur is rooted not only in the collapse of the steward system but also in the "work now, grieve later" doctrine which had its origin in the early years of the first M&M contract. Prior to M&M, the employers had the right to direct the work of the men "in accordance with the specific provisions of the Agreement"; the longshoremen had the corresponding right to refuse to work in violation of the contract and also the right and obligation to standby pending the resolution of such a dispute. However after the promulgation of the first M&M agreement, the employers began to insist that the men must work as directed except in cases involving one of the following: (1) an onerous individual work load, (2) unsafe conditions, or (3) a picket line (until ordered to cross by an arbitrator). This contention that the men had no right to stop work except under the circumstances enumerated above was routinely sustained by arbitration decisions (Mills, pp. 22-24, 1978, Part II).

The result of the "work now, grieve later" doctrine has been to encourage contract violation by the superintendents because it is often to their advantage when compliance with the contract would mean delays which are extremely expensive to the employers. Therefore it is frequently less costly for the employers to order the men to work in violation of the contract, and then accept a loss in the subsequent formal grievance proceeding, where the penalites imposed are minimal.

The feeling on the part of much of the rank and file that contesting the order of a superintendent was hopeless, was exacerbated by the actions of the business agents who handled most grievances due to the absence of stewards and the diminution of the walking bosses' authority. Mills notes that "during the first M&M and well into the second, the business agents did not routinely

seek to immediately resolve on-the-job disputes." (Mills, p.27, 1978, Part II) Except in clear-cut cases of onerousness, safety violation or in the event of a picket line, they usually told the men to continue to work and to come to the hall and file a formal complaint the following day. This procedure not only served to overburden the official grievance machinery but also to further entrench the "work now, grieve later" doctrine. This doctrine was reinforced further by the reluctance of the men to support each other in the event of a dispute (i.e. to take spontaneous job actions). This is the result of the erosion of the workers' solidarity due to the several factors delineated above not the least of which were the absence of gang bosses and stewards, and the simple fact that on any given operation the men working it rarely knew each other well.

In addition, the fear of stiff penalties imposed for wildcat strikes by the JCRCs and arbitrators and the lack of support for such actions by the union's international and coast leadership served to also increase this reluctance.

Despite the changed conditions and circumstances prevailing in the industry, the ILWU made significant and steady progress during the 1970s to counter the major sources of worker dissatisfaction: the absence of a pay guarantee and paid holidays, the effects of provision 9.43 and the inability of the union to effect the satisfactory and timely resolution of grievances. In addition, the union secured health and welfare benefits second to none and achieved parity with or surpassed the ILA in obtaining employer concessions.

The settlement of the 1971-1972 strike provided the longshoremen with a pay guarantee of 35 hours per week for A men and 18 hours for B men, and paid holidays were secured through the 1973 negotiation. However, the funding of the guarantee remains problematic as do the eligibility requirements

for both the guarantee and paid holidays. This is due to the fact that total manhours worked have declined some 35% since 1970 even though tonnage has increased by 25% (a further testament to the sucess of M&M from the PMA' point of view). This decline has at several points rendered the funding level of the guarantee inadequate, as in 1975 and again in 1977 when the Pay Guarantee Plan (PGP) payments were only 53% of the agreed upon level (The Dispatcher, 3/11/77). Eligibility requirements which center upon the longshoremen being available for dispatch a certain number of days per week are also troublesome because historically, one of the most cherished rights of the men has been the freedom to work when they please, at the jobs for which they are best suited. Depsite these problems PGP has largely been a success as evidenced by the fact that PMA contributions are some $11 million annually and average yearly earnings have increased from $8,626 in 1970 to $16,140 in 1977 (Fairley, p.337, 1979).

The issue of the steady men has remained in the forefront of labor-management relations in the West Coast longshoring industry. Notwithstanding the 1971-1972 strike and the successive and overwhelming endorsements of the elimination of provision 9.43 by the Longshore Caucus, the employers have tenaciously and successfully retained the provision in subsequent contracts. Not until 1975 did the union make any headway on this issue when it was agreed that steady men could work no more than 176 hours monthly with the stipulation that if the hours differential between steady and hall men exceeded 5%, then steady men would be limited to 156 monthly hours (The Dispatcher, 8/8/75). A further concession on this issue was secured in 1978 with the creation of the Special Equipment Operators (SEO) job category which provided that seniority would be the primary criterion for selection and that two men would be trained for each steady job. The SEOs will then rotate between steady and

hall employment on a monthly basis (The Dispatcher, 7/14/78). This provision, if properly implemented, will go for towards the elimination of the elite status of the steady men and safeguard the hiring hall and the egalitarian principles on which it operates.

In an effort to increase the on-the-job resolution of disputes, in 1973 the ILWU procured a contractual provision creating a 24-hour time limit on all steps in the grievance procedure in cases of a worker's discharge. However, the subsequent interpretation of the provision by the Coast Committee held that *each* step in the procedure - not the entire process - is limited to 24 hours. This instance underscores the continuing centralization of power in the Coast Committee in a union long characterized by a great deal of local autonomy and the schism between much of the rank and file who elect the negotiators and ratify contracts, and the International leadership which is largely responsible for the contract's administration.

Not until 1977 when International President Harry Bridges and Secretary-Treasurer Louis Goldblatt were eased out of office by the effect of a 1975 convention resolution providing for a mandatory retirement age, did the views of the union's representatives on the Coast Committee become more closely aligned with those of the bulk of the rank and file. This is evidenced by the 1978 Coast Committee ruling that the Coast arbitrator must render a decision on all grievances within 6 months of referral.

During the 1970s the union was also partially successful in effecting the more timely resolution of grievances. Extra-contractual methods were used as a new corps of business agents (B.A.s) arose, most of whom were both opponents of M&M and former B men. [Representative of this new breed is Herb Mills, the present Secretary-Treasurer of Local 10 from whom much of the material presented here has been obtained both through his writings and in an oral interview.]

These new BAs knew what it was to be intimidated by the employers because as B men, performing the more physically demanding and least desirable longshoring tasks, they had had scant protection from employer abuse and speed-up due to their status. B men could be deregistered - the 1963 case of Stan Weir (et al.) set the precedent - and were not full-fledged members of the union. Therefore they could expect little help from the older BAs in settling grievances since they couldn't vote and did as they were told even in cases of blatant contract violations out of the fear of deregistration.

This new corps of activist business agents are particularly aggressive on health and safety matters such as carbon monoxide and noise levels in addition to the hazards imposed by speed-ups. Grievances concerning speed ups became increasingly common because they are easily effected by the employers due to the absence of sling load limits and through orders to their steady equipment operators to increase the number of containers moved per hour. Unlike clearly defined health and safety violations which gave the longshoremen the contractual right to standby pending a settlement, in speed up disputes there was not such a contractual right. In response to these circumstances the business agents worked out extra-contractual, on-the-job remedies. In one such practice, upon arriving at the scene of the alleged speed up, the business agent moves slowly from man to man speaking to each and informing the superintendent that the talks are "educational" and that he is merely clarifying the problem to all involved. This method is quite successful in combating speed ups because an employer will rarely repeat speed up orders and is only left with the option of firing all the men and ceasing operations - quite an expensive move given the high overhead of modern shipping (Mills, pp. 29-35, 1978, Part II). In this manner the business agent is able to resolve many disputes despite the lessened sense of solidarity among the men because he takes the "heat" rather than the longshoremen who could be

disciplined if they initiated a job action.

Even though the ILWU has been successful in the mitigation of many of the sources of member discontent in the '70s, there is one issue that has eluded all attempts: the erosion of the longshoremen's jurisdiction. The union had successfully sought the inclusion of provisions similar to those procured earlier by the ILA designed to protect the longshoremen's jurisdiction over mixed container loads originating or destined to a point within a 50 mile radius. However a federal court of appeals decision together with NLRB rulings held that the ILWU must handle containers which are stuffed or unstuffed by non-ILWU labor just as the courts had thrown out the ILA's earlier provisions. These decisions have facilitated the removal of container freight stations from the waterfront to such places as the right-to-work state of Nevada and have accelerated the loss of work opportunities for the longshoremen.

On the whole, the ILWU has regained much of its former solidarity albeit in a new context. The new leadership is more closely attuned to the men's needs and problems as well as to the transformed nature of the industry. Thus, the union has been increasingly able to deal successfully with the problems engendered by a modernized industry and a new generation of workers. In fact, the members of the ILWU enjoy a unique degree of job security together with working conditions, pay and benefits which are the envy of organized labor in the United States.

CONCLUSION

The 1970s have seen the ILWU make great strides in the amelioration of the effects of M&M and the resulting rationalization of the industry. Though problems still exist, the collective bargaining relationship is basically sound as evidenced by the lack of strikes since 1972 and the gains made through negotiations during the decade. This has been possible due to the maturity of the ILWU's relationship with the PMA and the fact that the highly democratic nature of the union makes it imperative that negotiations face the real concerns of the men. Longshoremen presently enjoy life-time job security, increasing average annual incomes at wage rates surpassed by few workers, and are assured of the new jobs created by mechanization. Although the membership has and will continue to decline, it will do so through attrition only.

Even though some within the union bemoan the lessened sense of the longshoremen's occupations community, the fact is that the entire society has become increasingly atomized due in no small part to transportation advances which allow workers to live farther from their job environments and to the breakdown of traditional familial and religious values and bonds. No U.S. union can resist these social changes. Rather, an effective union learns to deal with the evolving circumstances creating new strategies for new times. The M&M pacts were such an attempt. However the effect of those agreements was to hasten rather than to control the pace and effects on the men and the industry of long-term technological and societal changes. A poignant example is provision 9.43 which may have done as much to precipitate the decline of

the longshoremen's solidarity as did all of the changes in society at large. But even if there had been no breach of the hiring hall, the changing nature of American society would have taken its toll upon the longshoremen's sense of occupational community - albeit at a slower rate.

Despite the threat posed by provison 9.43 and other unwanted legacies of the M&M years, the ILWU has successfully managed to cope with an ever-changing environment. One must realize that in comparison with other unions in the United States, the experience of the ILWU is indeed impressive. For instance, the East Coast longshorement do not and have never enjoyed working conditions comparable to those of the ILWU members, notwithstanding the ILA's lead in guarantees during the late 1960s and early 1970s. In short, the ILWU is not only a viable but also a powerful union of workers quite able and effective in protecting the interests of its members despite the abberations of the M&M years.

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