

THE SAN FRANCISCO WATERFRONT

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Labor/Management Relations: On the Ships and Docks

Part Two:

Modern Longshore Operations

Since the efficiency with which a conventional operation was carried on was in great measure dependent upon the initiative and innovative skills of the men, the employer was peculiarly dependent upon their cooperative good will. This being the case, he had a direct and very substantial interest in abiding by the contract, respecting the men, and maintaining at least a reasonably 'just and equitable' on-the-job relationship with them. ¶

As compared to the technology of the good old days, that of the modern era has effected an extraordinary routinization of the work performed by longshoremen. The nature of the work associated with modern operations is essentially a constant. Its overall organization and 'flow' is closely planned. Its performance is continuously monitored, supervised, and controlled. This being the case, and as compared again to the operations of an earlier day, the employer's dependency upon the initiative, innovative skills, and cooperative good will of those who are working a modern operation is drastically reduced. It also follows that the new technology allows the employer to be at least relatively unconcerned about the nature of his on-the-job relationships with the men. To put the matter briefly: the technology of modern longshoring creates a fundamentally new 'labor relations' option for the employer, namely, that of being essentially unconcerned about 'a doing of justice' when dealing with the men.

. . . from the introduction to Part One

INTRODUCTION

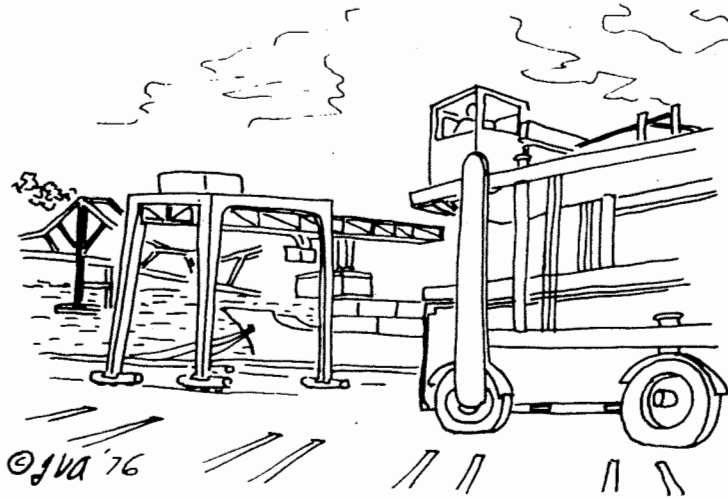
The first part of this paper on the labor-management relations of the San Francisco longshore industry depicted the on-the-job relationships which had been fashioned between the men and their employers by the late 1930's.¹ Despite an extraordinarily tumultuous history, the industry continued to be distinguished by such relationships for nearly thirty years. During the early 1960's, however, on-the-job relationships of a quite different sort began to be spawned between the men and their employer. This occurred as the employers began by contract to utilize a new technology. By the end of that decade, the relationships which had come to exist on the modern operations of the port were utterly different from those of "the good old days." It is these relationships, together with the circumstances which were destined to underwrite their emergence and maintenance, which will now be depicted.

THE OPERATIONAL CHAIN OF COMMAND

The Company Superintendent

Modern longshore work, as compared to that performed with conventional technology, is utterly routine. This results from an integration of three technological components: standardized sling-loads (i.e., standard units or packages of cargo), shipboard areas of stow which are specifically designed for those sling-loads, and the dock equipment and hoisting gear which can move those loads to and from stow.² To the extent a technology of this order is being utilized, the operational circumstances remain unchanging. To that extent, the sequencing of the shipboard and dockside work is also planned prior to the arrival of the vessel and thereafter very

closely supervised, controlled, and monitored.



STRADDLE TRUCK WITH CONTAINER - CONTAINER CRANE - CONTAINER SHIP

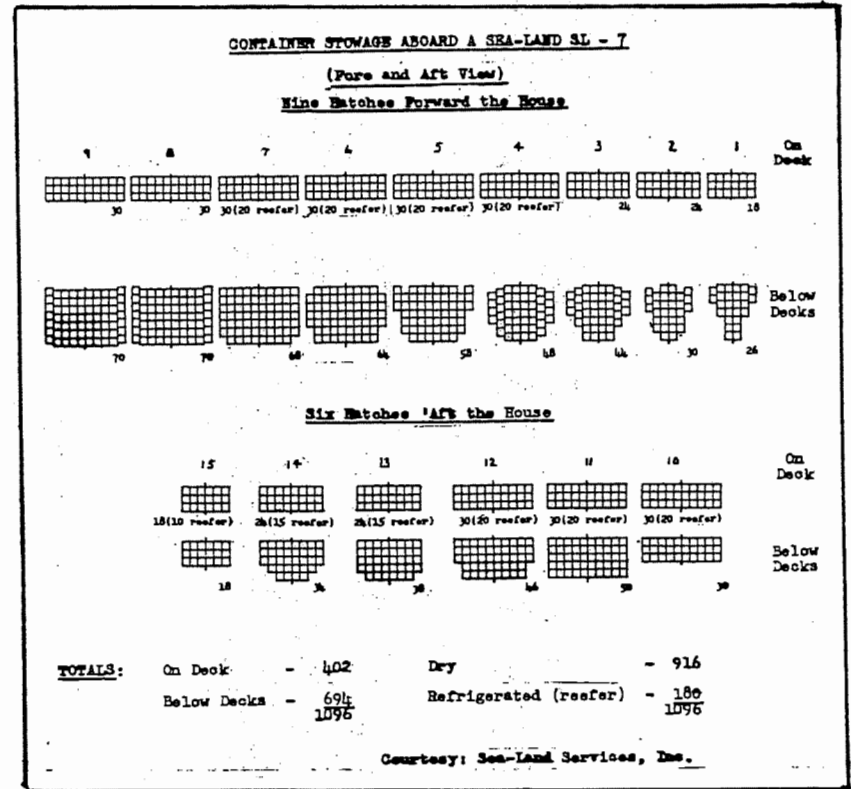
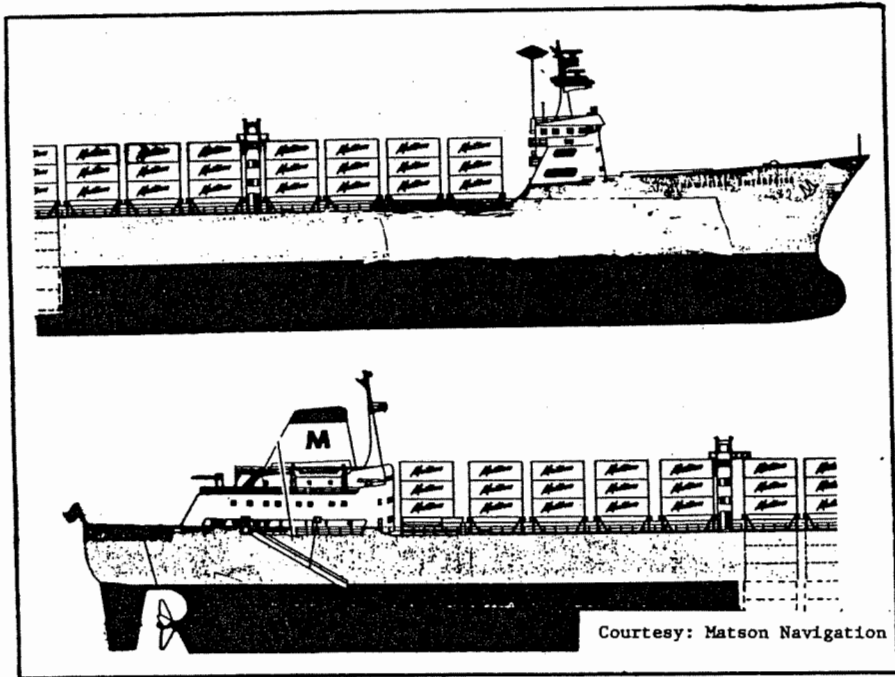
Planning is done by computer. Indeed, in the most modern operations, the work which was traditionally performed by a very complex decision-making structure is essentially performed by a remote and obscure computer team. Thus, the work of supervision, as well as the men, has been highly routinized by a new technology. By the same token, the richly textured social relationships which the work of an earlier day produced between the superintendents, the clerks, the walking bosses and gang bosses, and the longshoremens have not been sustained by these operations. On the contrary, since efficient planning, supervision, and execution can be secured through superior

- subordinate relationships, modern longshoring has negated the social

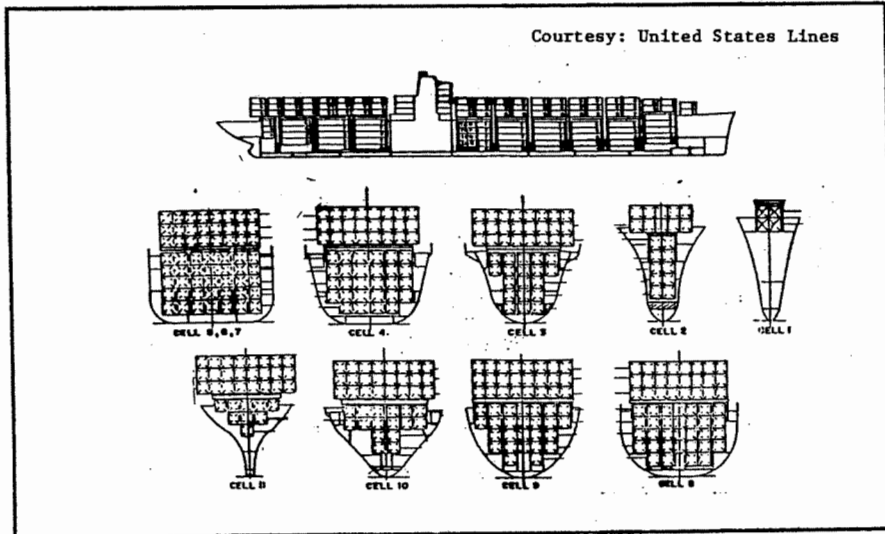
organization which distinguished the industry for many years.

Within this setting, the modern superintendent is "the man with the plan." He controls, directs, and integrates the terminal, dock and ship-board work via print-outs of the dock storage of cargo units and the discharge/loading sequence of the next several vessels. These are supplied him and kept up to date by a traffic department. Since some vessels can accommodate over one thousand cargo units (containers), the plans may sequence a large number of discharge/loading "moves." When a vessel arrives, the superintendent transmits successive portions of the shipboard sequence and dock storage plan to the ship and dock walking bosses and to the chief clerk with appropriate instructions. During the operation, the walking bosses and chief clerk in turn issue such instructions to their subordinates. Finally, the master of the vessel and/or the cargo officer is provided a copy of the stowage plan simply for information.

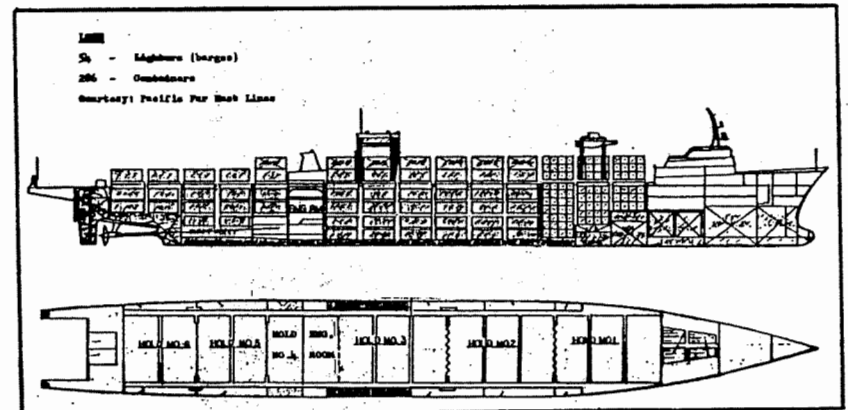
These circumstances have allowed (or encouraged) the stevedore companies to utilize superintendents who define themselves as "boss." Those who most readily do so are relatively young and without prior experience in the maritime industry. Their posture "of being in authority" is rooted, however, in "the plan" and in the nature of the operations. Their work is routine. Their inputs do not require any particular operational knowledge, innovative skill, or even experience with respect to longshoring. On the contrary, the modern superintendent is essentially a manager. He schedules work. He coordinates and integrates the utilization of the technology and the assignment of tasks amongst the men. He does not deal with difficult and challenging operational problems. Since his inputs are based simply on a monopolistic control of information, his work cannot generate the kind of respect which was routinely generated by the work of his earlier counterpart.

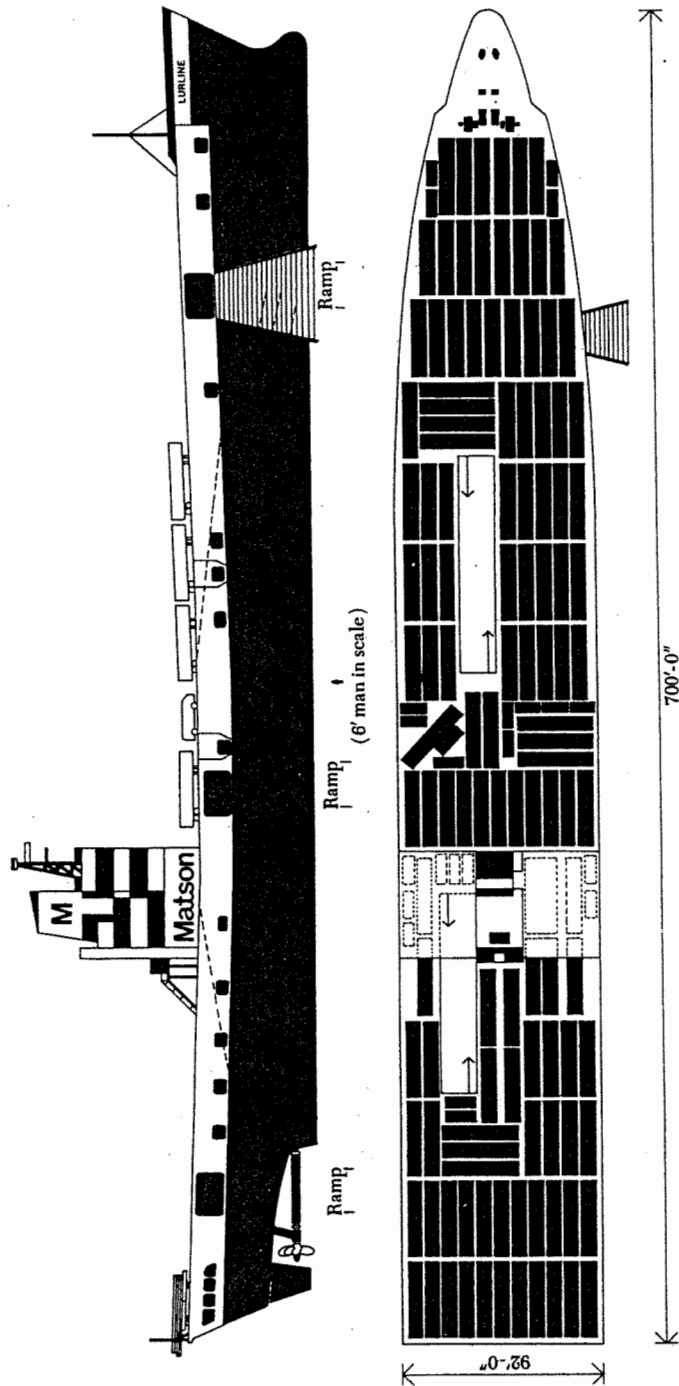


Courtesy: United States Lines



Legend:
Sh - Lighters (barges)
206 - Containers
Courtesy: Pacific Far East Lines





ROLL ON - ROLL OFF ("RO - RO")

Courtesy: Matson Navigation

As compared to that counterpart, the modern superintendent is also free to play boss because his dependency on the men has been so drastically reduced. He needs neither their respect, nor their good will. Having been freed of any reliance on their initiative or innovative capacities, he is freed, too, from any particular concern as to the nature and "quality" of his relationship with them. As compared to his earlier counterpart, he need not know "how to treat people" or "handle men." He need not "relate to" those in his employ, nor be overly concerned with anything that might resemble "justice and equity." Indeed, modern technology has in some measure allowed the company superintendent to evolve into an outright misanthrope: "The contract doesn't say anything about me having to like everybody or even anybody. I'm not supposed to abuse anybody and I don't, but the contract doesn't say I have to be nice to people. I don't have an obligation to smile."

Given the routine and his possession of the plan, the modern superintendent takes a very active and directive operational role. He is inclined to literally haunt the walking bosses, both shipboard and on the dock. So, too, the supercargo and the clerks. He frequently gives advice and counsel to the dock equipment operators. It is not at all unusual for him to dog the very steps of the shipboard lashers. He routinely intervenes at all operational levels in a most vigorous and officious manner. He busies himself with everything. The modern superintendent is therefore rather frequently viewed as "a real pain in the butt." If he is given to a sharp-tongued sarcasm, he may also be tagged "a first class, honest-to-goodness, son-of-a-bitch."

While some men seem especially interested in and fitted for this role, it is essentially a product of the nature and structure of modern longshore operations. The new technology had greatly routinized the work of the men, but they are not, as in a factory, tied to a machine and paced by an assembly line. There are no machines and line which physically locates, starts,

integrates, and paces each distinct and successively necessary activity. On the contrary, those who are to perform each activity must be started and re-started in a proper sequence and in successively proper locations. Seeing that this is done, and always at the earliest possible moment, is the central responsibility of the superintendent. By the same token, the essential function of a modern chain of command is to commence, integrate, and pace the performance of routine tasks in a pre-planned sequence of locations.

The Walking Boss

The interventionist role which the superintendent has assumed in the modern operations cuts directly across what was for years the sacred province of the walking boss -- the ongoing, overall supervision of the operation. As the industry's modernization proceeded, that intervention became increasingly detailed and continuous. It also became "public," i.e., it frequently occurred "in front of the men." Given the traditional role and pride of the walkers, they were of course embarrassed by these evolving circumstances. Indeed, some eventually refused to work the modern operations because of a growing promise of being "interfered with." Thus, for example, a man who had been on the front for thirty-nine years and who had walked for twenty-three:

It just doesn't do, what happens on those jobs. Why, some of the new superintendents are downright crazy. They act like they don't even know there's a union and a contract or, if they know, they just don't give a damn. Jesus, they go marching around like they're the drill sergeant of some basic training outfit. They think they're shaping people up. And they've always got the drop on you, too. It's like that horse's ass Reagan said about the redwoods. Once you've seen a containership, you've seen them all. And what's a walking boss or anybody else supposed to do? He don't

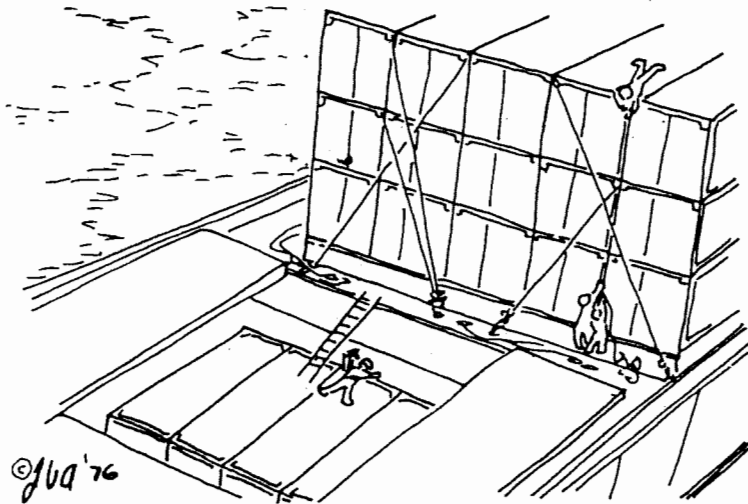
have the ship's plan or the yard plan. All he's doing is waiting for orders. Fact is, that's all he can do. And once you've got your marching orders, well, then, there's only the marching left to do. So, what am I supposed to do? Get in step, that's what. But, I've said screw that and screw them, too.

("So, what are you going to do?")

Well, for me, I got three years to do down here and I'm going to stay the hell away from them containers and them ships. I'll get my job out of the hall, stay with the men, and try to go out with a little style. You know, it's funny. I used to actually like coming to work. You could look forward to seeing the guys and doing what had to be done. There was never a dull moment. It's funny. We worked like fucking mules, but for some screwy reason we liked it. But, that's going and it's going fast. So, now I'm ready to get the hell out. And, that's funny, too, because I used to think I'd never want to leave.

As time passed, sentiments and behavior of this order were also occasionally precipitated by a circumstance still more foreign to a walking-boss -- his being publicly upbraided by a superintendent. Indeed, an incident of that sort would not only embarrass the walker and the men, but also the older superintendents who were present or were told of it.

The walking boss on a modern operation has of course responded to the role assumed by the superintendent. Generally, he has felt a need "to make himself visible" by anticipating his superior and by emulating his style, demeanor, manner, and language. So as to justify his employment, he has also been prompted to simply do the work of a longshoreman. Thus, as the superintendent has increasingly invaded his province, the walker has increasingly invaded that of the men. For the most part, the work is that of a lasher, i.e., a man who helps lash and unlash a vessel's cargo. Occasionally, a walker will perform all of the work of a lasher. Usually, he "helps" by simply dragging the lashings, turnbuckles, shackles, and other gear about the deck. It is not unusual for him to "temporarily" tend hatch,



LASHING A DECKLOAD OF THREE HIGH CONTAINERS

i.e., work as the signal man for the crane driver. He may go ashore to "assist" the men working under the crane. In an "emergency," he may drive the equipment used to move the sling-load to and from the hook. If a man must leave the job due to injury or illness, the walker can now be expected "to fill in" for him until another man shows up, if, indeed, a replacement is ever ordered. While he routinely "looks the other way" when a superintendent himself begins to do longshore work, he may also feel obliged "to lend a hand."

The men's reponse to such actions runs from a considerable antagonism, through a "slow burn," to some measure of compassion. Thus, for example, the following polarity:

Replacement: "Who's the walking boss?"

Lasher: "Oh, that's _____. Just find the guy who's running around like he's crazy and working his ass off. You just can't miss him."

Dockman: * * *
(to partner) "Jesus, we've sure come a long way and there's the proof. A walking boss with forty years down here working 'atop four-high containers."

The walking boss local has also been conflicted by these developments. Some years ago, it passed a motion which levied a fine of fifty dollars on a member who did longshore work. Despite a sometimes endemic situation, no such charge has ever been made. This is partly explained by the walkers' "appreciation" of their operational circumstance. It is also explained by a defense which is difficult to breakdown and always available: "Sure I did some longshore work. Two guys were missing, or at least I couldn't find them. I was covering for them. What I should have done, maybe, was to fire them and order replacements. But, I don't like to do that. And I'm glad I didn't, too, because they showed up after awhile."

It should also be mentioned that the modern walking boss, unlike his earlier counterpart, does not routinely contest a superintendent's order which might seem in violation of the contract. But here, too, there is a ready defense: "I don't know. Those are my orders. You can call the business agent, but I don't know the contract anymore and I'd be the first to admit it. It's not like it used to be. We used to know where we stood, but now you've got to be a goddamned Philadelphia lawyer. I've been told, even by business agents, that you're supposed to work as directed, except on safety and onerousness. So, I got my orders and you know where the phone is."

The Longshoremen

For years, almost all of the work both on and against a ship was

performed by regularly constituted gangs. In the heyday of "the gang system," there were over two hundred gangs. On each successive job, the gangs were "beefed up" by hall men in accordance with operational need. By contrast, none of the modern operations utilize gangs. Manning is instead provided, first, by hall men. These men are rotationally dispatched to a walking boss, either as a member of a "unit" or as a "swing man." Unlike a gang, a unit exists only so long as the operation to which it is dispatched continues. Its composition, unlike that of a gang, is determined by the employer and not by contract. At the end of a shift, members of a unit may be "peeled off" and returned to the hall, if no longer needed. As for a swing man, he may be "swung" into and out of a unit and between the dock and vessel. If no longer needed, he, too, may be returned to the hall at the end of a shift. To the employer, the "key" manning of a modern operation is not provided by hall men, however. It is provided by equipment operators who, in return for a monthly income guarantee, have agreed to work for him on a steady basis and who are therefore no longer rotationally dispatched to other employers. For reasons which will now be explored, these circumstances have also allowed the employer to be relatively unconcerned about the nature of his on-the-job relationships with the men.

Units and Swing Men. Between 1934 and the coming of World War II, the San Francisco longshoremen were fairly successful in their struggle "to make all work, gang work." During the war, however, the employers gained ground with respect to the use of units and swing men. That occurred because of severe government pressure for greater productivity and a desire on the part of some sections of the union "to free the longshoremen for a total struggle against fascism." Following long and bitter strikes in 1946 and 1948, a compromise was finally affected. That compromise, which was partly secured by the employers because the union had been placed on the defensive by "the Cold War,"

was codified in the 1948 port working rules.

On all general cargo operations, including steel and palletized unit loads when handled by mechanical equipment, no less than a standard ship gang or shovel gang shall be employed. Existing practices whereby additional swing men have been employed shall not be changed.

The following work shall not be classed as general cargo, but will be known as specialty cargo operation on which Employers shall determine the number of men employed, the supervision and methods and devices to be used: Bulk, when handled by mechanical equipment, grabber or magnet on other than ship's gear, store jobs, lashing, tomming, crane operations, lining and baggage.

As it happened, the employers' utilization of units and swing men was destined to be very greatly expanded under the first "Mechanization and Modernization" (M & M) agreement (1961-1966). It was there provided that steel and unitized cargoes could thus be handled. This manning was increasingly used, too, as the employers purchased the technology for new "specialty cargo operations." Indeed, since the thrust of their mechanization was focused on crane and mechanical bulk operations and on the reduction of shipboard work to lashing, the gang system was seriously threatened by the end of that contract. These developments also continued during the second M & M agreement (1966-1971) and beyond. By the mid-1970's, the gang system had virtually collapsed. The gangs then numbered thirty-five on the dayside and twenty on nights. Even with that, day gangs were working three shifts every seven days, while those on nights were working two. More recently, these figures have been reduced by one shift.³

The historic effort of the men to expand and protect "the gang system" is partly explained by their desire "to maintain manning." However, it was also rooted in an understanding that the relationships which that system produced amongst them provided the social bedrock of their on-the-job unity and

militancy. Compared to a gang, a unit is an exceptionally casual social entity. Men in a unit will "buddy-up" to perform the work, but such partnerships are again very casual compared to those of gang men. That is still more true of the partnerships of swing men.

Because of the nature of the work and the physical distances which exist between them, the operational relationships between those who are performing the only shipboard work in a modern operation, lashing, are especially casual. Lashers do not work together as gang men do or even as men of a unit do on a present day conventional operation. Nor are they "working with" the crane operators, the dock equipment operators, or such dock men as may be stationed beneath the crane. Indeed, no one in a modern operation is, in any meaningful sense, "working with" men employed in other job categories.⁴ During the 1960's, the lashers and dock men were also fairly new to the industry. They were relatively inexperienced and at best only casually acquainted with men in other categories. They were seldom joined by experienced and older union men and never, of course, by a gang boss or gang steward. While the employers routinely took advantage of these circumstances, it should be stressed that even an experienced man who is both "union-wise" and "contract-wise" has relatively few "cards in his hand" when so employed.

The Steady Men. The struggle between the San Francisco longshoremen and their employers over "steady men" had been extremely bitter and protracted. It began with the 1934 strike when the union sought to end both the "shape-up" and the use of steady men and gangs. Those forms of employment underwrote an unbridled speed-up and exploitation; a remorseless discrimination on the basis of race, nationality, and political persuasion; and a grossly unequal income distribution. To end these circumstances, the union sought and won a rotational job dispatch through a central hiring hall.

Since the issue of steady men historically goes to the heart of the industry's labor-management relations, the statement which the employers submitted during a government inquiry into the 1948 strike is still pertinent.⁵

The Employers have proposed the restoration of preferred gangs and men, that is, gangs and men who work regularly for a given employer instead of being rotated through the hiring hall. The Union has rejected this proposal.

Prior to 1934, each employer had regular longshoremen and carloader employees to whom the employer was able to furnish steady employment and who formed the nucleus of his labor force. At times when a particular employer's volume was greater than his steady employees could handle, such employees were supplemented by casual employees who worked first for one employer and then for another, as their services were required. The casual labor force was a supplementary force, and a supplementary force only. For their basic work needs the employers relied upon their steady employees who were familiar with the respective docks upon which they were employed, and with the cargoes and practices peculiar to those docks, and with whose abilities the respective employers were acquainted. These employees inevitably were more efficient than the casual workers, and their presence inevitably increased the efficiency of the casual workers when casual workers were employed.

In 1934, the Union embarked upon a campaign to casualize all waterfront labor. It proceeded first with the elimination of steady or preferred gangs of longshoremen at the various ports, and by early 1939 was able to boast in a bulletin issued by it, that San Francisco was the only port "where preferred gangs are still in existence." In April of 1939 the Union, at its Convention in San Francisco, adopted a resolution "advocating the elimination of preferred gangs." At a meeting of the San Francisco longshoremen's local shortly thereafter, a motion was placed "that all gangs should go casual tomorrow." Following the adoption of the foregoing motion, all steady or preferred gangs disappeared from the San Francisco waterfront.

Following close upon the elimination of steady gangs was the elimination of individual steady dock employees, both longshoremen and carloaders. By 1938, such employees had been eliminated in all ports but San Francisco. Their

employment continued in San Francisco until February 13, 1946, when the San Francisco local of the Union adopted a resolution calling for the elimination of all steady dock employees. By the following Monday, all such employees had left their jobs and had begun reporting to the hiring hall to be dispatched as casuals.

"At the present time," the employers then observed, "there are no steady long-shore or carloader employees on the Pacific Coast."

After briefly discussing the union's "less successful" effort to casualize the employment of clerks, this statement continues:

One of the reasons that the Employers desire to have steady men to the extent that this is possible is that a steady employee has a certain sense of responsibility and loyalty to his employer which is lacking in a casual employee. It is because of this very fact that the Union regards casualization as a virtue...

The Employers' proposal is a modest one, calling only for an employment relationship which is regarded as normal in all other industries. Every dock has its own peculiar problems and practices arising from the nature of the particular trade in which it is used and from other variables.

The employers summed up thusly: "It goes without saying that greater value is received from a steady employee who is familiar with the problems, practices and routine of the dock, with whose aptitudes and limitations his supervisors are acquainted, and who has a certain sense of responsibility and loyalty to his employer, than from a casual employee who may not work more than a week on the particular dock in a period of months."

Understanding that the cornerstone of their monumental victory in 1934 was the hiring hall and its rotational job dispatch, this proposal simply galvanized the men. Indeed, since they had for years understood that "The ILWU is the hiring hall," this proposal did nothing but help destroy the

employers' own collective bargaining association. In the end, the hall and the union remained intact.

Not until the early 1960's did the employers again raise the question of employing steady men "in production."⁶ Since a new technology had been largely planned and partly purchased, an appropriate rationale was fashioned: a safe and efficient use of that technology would require such men. This was also offered in a broader context: the industry could be "modernized" if it was "freed from restrictive rules and practices standing in the way of progress." Despite this move for steady machine operators, the first M & M did not provide for them. In 1962, however, the employers secured a contract supplement which allowed them steady crane drivers.⁷ This development was partly due to the vigorous support which the above rationale was by then receiving from the International. As a result of that support, the employers also secured what they wanted in the second M & M agreement. Thus, Section 9.43 of that contract read:

In addition to other steady employees provided for elsewhere in the Agreement, the Employers shall be entitled to employ steady, skilled mechanical or powered equipment operators without limit as to number or length of time in steady employment.

It was also provided that "The employer shall be entitled to assign and shift such steady men to all equipment for which, in the opinion of the employer, they are qualified."

When this language was discussed in San Francisco, an identifiable opposition emerged. Despite that, the second M & M, like the first, was voted up very handily.⁸ However, when the employers began to replace their steady crane drivers with "nine point four three" men, an extremely tumultuous period of labor-management relations (and internal union "politics") commenced. Indeed, for San Francisco the strike which followed the second M & M was largely

underwritten by "the 9.43 issue." As for the contractual consequences of this provision and the parameters of the ensuing struggle, recourse may again be made to a paper already cited.⁹

Section 9.43 and its adjudication through the grievance machinery negated the otherwise "sacred" contractual principles of rotational job dispatch, seniority, joint training and skill certification, and joint promotion. It also undercut the "one man, one job" principle of restricting a man's work to the job category in which he had been dispatched. Finally, and because the relevant contract language was not sufficiently precise, union efforts to utilize the grievance machinery for the purpose of equalizing the work opportunity of the skilled hall men and the 9.43 men were unsuccessful.

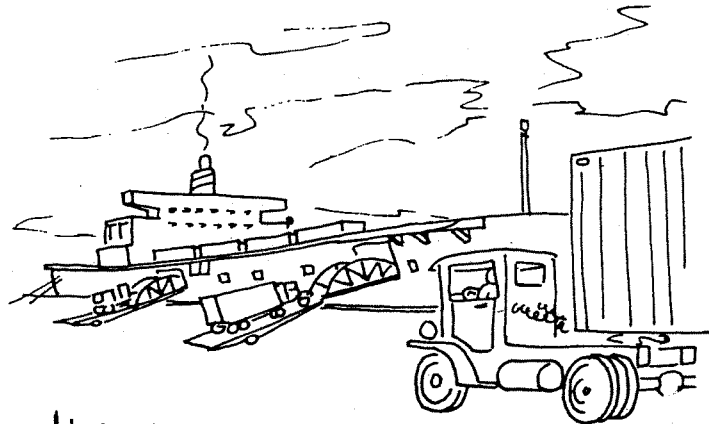
"In short," it is there concluded, "this modernization of the terms of employment totally undermined the basic principles of the hiring hall."

Beginning in 1967, the pace of technological change in the San Francisco longshore industry was greatly accelerated. There was an increasingly sharp decline in the use of gangs and a corresponding increase in the use of unit, swing men, and 9.43 men. Within another year and a half, the spectre of permanent "underemployment" began to haunt the local. While these developments helped underwrite the 1971 strike, they also weakened the community and union of the men. Indeed, 9.43 was to threaten that community and union with near collapse. At the same time, and it is to this circumstance that the discussion may now turn, the terms and conditions of 9.43 employment were central to the "modernization" of the employer's chain of command.

The employers could make a twofold offer "for going 9.43:" (1) a guaranteed minimum monthly income, which might be revised upwards through private negotiation,¹⁰ but which in any event would be higher than a man could anticipate as a hall or gang man; and, quite literally, (2) a "future." Thus, the employer invariably made the following observation when presenting an offer: "You know yourself that this is where the dough is. And this equipment is the

future, too. You owe it to yourself and your family to take this opportunity." The employer would also remark that seniority did not govern the selection of 9.43 men, that men with less seniority were being considered, and that "all of them are anxious to come with us." Given a growing job insecurity and a routine (if private) encouragement by the International and much of the local leadership, this was "pretty strong medicine." Indeed, for these reasons the employer could even march around as the "friend" of those approached. For the recruit, this friendly victimization also continued because a man's 9.43 status could be terminated at his employer's option. To put the matter baldly, his only protection was "to get along" with that employer.

Since the 9.43 man's sense of dignity and union brotherhood could thus be assaulted, many eventually returned to the hall voluntarily or were fired. However, by the late 1960's, when the local membership was approximately twenty-seven hundred, there were over two hundred and fifty such men. It was also commonly imagined that "for every 9.43 man, there's two or three other guys trying to get his job." The employers played this circumstance to the hilt. Every now and then, but especially when a 9.43 man hesitated "to work as directed," they reminded him of the men "who are knocking at our door." Then, too, each employer occasionally sent a number of his 9.43 men back to the hall in an effort to insure the "motivation" of those who remained or were then recruited. At the same time, they routinely asked gang and hall men who were seeking that status to violate the contract in all sorts of ways. In a word, the employers had thus arrived at a contractual position from which they could systematically undermine the contract and relentlessly attack the working conditions of all the men. By the same token, the union and community which the men had for many years enjoyed with one another began to succumb to the cancer of a shape-up and an inequality of income.



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Since 9.43 men became very familiar with their employer's operations, they were also increasingly chosen "to walk" those operations. In this way, 9.43 came to be advertised as a "career," and especially so as life in a gang clearly became a "deadend." This was again made possible by the lack of any need for modern supervision "to relate to the men," but it greatly exacerbated the already strained relations. Indeed, the men viewed this emergent practice as simply "a blatant reward for going 9.43" and as a provocative negation of the traditional and deeply ingrained notion that a man should "deserve" such station. Thus, while the particulars might vary a good deal, new selections were increasingly greeted in the following manner: "What do you mean, 'He doesn't deserve to be a walking boss?' He does deserve it, but that's not because he's a good longshoreman. And it sure isn't because he knows something about people. He deserves it because he's one guy who's kissed a whole lot of

ass."

Thus, to sum these matters up, it may first be said that the relationships which were destined to be fashioned between the man and the modern walking boss are a mirror image of those which have come to exist between the walking boss and the modern superintendent. By the same token, if more generally speaking, the relationships which presently distinguish the modern operations can be viewed as representing little more than a simple "cash nexus." As might be supposed, this multi-dimensional evolution of the industry's entire social organization has occasioned a pervasive and dramatic "deterioration" of its day-to-day, labor-management relations. Amongst other things, that deterioration has entailed an extraordinary proliferation of on-the-job disputes. It has also entailed an unprecedented "jamming" of the across-the-table grievance machinery because, as will presently be seen, an immediate resolution of those disputes is fairly rare.

THE UNION PRESENCE

Constitutionally, the duties and powers of the stewards and the stewards' council are today what they were in "the good old days." However, the steward system collapsed in the mid-1960's, and since then has virtually disappeared from the job. Compared to an earlier day, then, there is no "union presence" on any present day operation. Given this collapse, the extraordinarily important role which the stewards had performed with respect to on-the-job disputes necessarily fell to the business agents. By the same token, this collapse helped underwrite the evolution of what has become a distinctive feature of the port's labor-management relations -- a profoundly bureaucratic way of dealing with such disputes.

The decline of the steward system may be dated to the late 1950's when much of the local leadership began to undermine the council. The council was

"targeted" in an effort to preclude a potential opposition to the industry's anticipated "modernization." Following ratification of the first M & M, the system also suffered from the loss of many old-timers through retirement and an influx of new men for whom there was no educational program. However, since the backbone of the system had been the gang, it was the decline of the gang which sealed its fate.

By the mid-1960's, the system had largely atrophied. Its collapse was so pervasive that men who continued as gang stewards lacked the support which could make them routinely effective. This was especially so when the steward (as was increasingly the case) was fairly new to the industry, the contract, and supervision. Such men also lacked status and longstanding friendships amongst the men. Given these circumstances, some gangs even began to work without a steward. In an effort to stem the tide, to recruit new members, and in the hope of policing the new operations, the council began to stress the relatively new category of "travelling steward." Any man working out of the hall might volunteer for this, but few have ever done so.

Since a handful of stewards can only provide very spotty coverage, the resolution of most on-the-job disputes requires the presence of a business agent. Indeed, since even a steward can only rarely affect a resolution, a business agent is routinely required for that purpose. This is especially true on the modern operations because the employer is not then dependent upon the initiative and good will of the men. On the contrary, a modern operation can routinely proceed in a highly efficient manner while there is disagreement on a contractual matter. Then, too, a steward who is working such an operation is normally precluded from even investigating a dispute because the men work in relative isolation. Thus, to put the matter broadly: "A 'good' steward? Well, he's no different than a 'good' rank-and-filer, except he has a

button that he sometimes wears. But he's a guy, like any good rank-and-filer, who'll spend a dime on his union and give the B.A. a call when there's a problem."

While the resolution of on-the-job disputes has been bureaucratized for these reasons, it has also been effectively bureaucratized still further because a business agent is frequently unavailable. The reasons for this are several. To begin with, since disputes are very common, he may already be involved in one. He may also have to choose between several which have been reported to him by phone. His decision on where to go is usually influenced, too, by the wide dispersion of the port's facilities. Finally, the business agent has other duties to perform. For example, if he's in an arbitration or a meeting of the Labor Relations Committee, he will generally decide to stay where he is, unless the dispute involves safety. In any event, the men are for these reasons frequently left with no on-the-job representation. In many instances, information and advice can at best be supplied them by phone. Occasionally, a business agent can also resolve a dispute by a phone call to the employer. However, if he cannot get to the job, the men must usually go to the union the following day to file a formal complaint, if that is warranted.

In a moment, the discussion will return to the business agent's present day functioning. At this juncture, however, several additional circumstances which fundamentally affect the functioning of the employer's chain of command -- and therefore that of the business agent -- must be set out.

The employers have the contractual obligation to comply with all of the terms and provisions of the contract. By the same token, they are obliged to direct the work of the men "in accordance with the specific provisions of the Agreement." For many years, the men had the corresponding right to refuse to work in violation of the contract, i.e., to refuse to work as directed and,

if necessary, to stop work, if in their judgment the employer's order violated the contract. They also had the right and obligation to "standby" pending the resolution of such a dispute.¹¹

The language which established these employer obligations was not changed by the M & M agreements. Indeed, that language is still in the contract. However, after the signing of the first M & M the San Francisco employers began to deny the corresponding right of the men. Indeed, they began to relentlessly argue, as they do today, that "the men must work as directed," except in three specific sets of circumstances. They acknowledge the right to stop work and standby if the men feel they have been ordered to work in an unsafe and/or "onerous" manner. They also agree that the men can refuse to cross a picket line until such time as they may be ordered to do so by an arbitrator. When any other contractual question arises, however, they have argued that "the men cannot legitimately stop work, but must process their grievance through the Labor Relations Committee," i.e., the across-the-table, grievance machinery.

Since the arbitrators of the San Francisco longshore industry have come to routinely sustain this "work now, grieve later" doctrine, several things about its functioning must also be noted. By narrowing the circumstances in which the men can refuse to work in violation of the contract, it literally invites the employer to breach that agreement when that will be to his advantage. By the same token, this doctrine has come to underwrite "the contract posture" of the modern superintendent: "If you've got a beef, other than safety or onerousness, take it up at labor relations." Indeed, a superintendent has occasionally put the matter even more bluntly: "I don't need to read the contract. The men are supposed to work as directed, unless there's a picket line or they've got a safety or onerousness beef." In a word, this doctrine both multiplies

the number of on-the-job disputes and bureaucratizes the way in which they are handled. As for the men, they have long since viewed it as simply "legal cover" for deliberate violations of their contract.

The chain of command is also very vitally affected by the costs associated with the modern operations. Those operations are capital-intensive, i.e., the fixed and operating costs of the technology are very high compared to the labor costs incurred by its utilization. As a result, any delay in their performance is extremely expensive to the employer. That is still more true because they take place within an intricate, nationwide "pipeline." For these reasons, the modern superintendent is structurally induced -- and therefore routinely and very strongly prompted -- to violate the contract when that seems possible and when compliance would mean delay.

With respect, then, to the functioning of the modern chain of command and the circumstances which therefore quite regularly confront the business agent on a modern operation, three things may now be observed. First of all, modern technology and the "work now, grieve later" doctrine relieves the employer of any real concern, i.e., any operational concern, as to the nature of his on-going, working relationships with the men. That technology and doctrine also presents the employer with a standing invitation to violate the contract whenever that will serve his purposes. Finally, the costs which are associated with these operations are such that the employer is frequently prompted to disregard both the contract and the nature of his relationships with the men so as to minimize delay.

Assuming then, that a business agent can get to a dispute which has erupted on a modern operation, he must begin, like the steward of an earlier day, by finding out what it involves and how it arose. Unlike the bygone steward, however, he starts with little, if any information. As a rule, this

task is therefore difficult and time-consuming. If his initial information suggests that the employer has ordered something in violation of the contract, he may convene a meeting of the men involved. This is done, as it was by the steward, to secure the facts and settle upon a contract position and tactical approach. The fashioning of an "approach" is especially critical partly because the employer can "stick to his guns" as a result of the work now, grieve later doctrine and his technology. It is also critical because there is usually no way to slowly escalate his problems since he is not dependent upon the voluntary, innovative, and collective inputs of the men. On the other hand, if the prospect of "raising the ante" and therefore the risks is discussed, it may also be difficult to get all of the men "on board" because everyone is alive to the employers' favorite doctrine.

The business agent may also see the men in small groups to advise them that, in his judgment, the contested order is contractually legitimate. He will also proceed in that manner if he concludes that the order, while of doubtful legitimacy, should be complied with and contested through the grievance machinery. As might be supposed by now, the response to an order of doubtful legitimacy is usually based more on the tactical possibilities offered by the operational circumstances than on the nature of the dispute.

While it is true, then, that an immediate resolution of an on-the-job dispute routinely requires the presence of a business agent, it also happens that a business agent cannot routinely resolve a dispute which has arisen on a modern operation, unless it involves safety and/or onerousness. The reasons for this are twofold. In most instances, such resolutions are a product of a work-stoppage or at least the threat of one. On the other hand, the opportunity for a stoppage is only provided by certain types of disputes and by a limited range of operational circumstances. It follows, too, of course, that

most such disputes can at best be resolved at the Labor Relations Committee. Within these parameters, however, a business agent's recourse to that machinery has always been partly rooted in the social and "personality" factors which have underwritten his functioning. Indeed, and as elsewhere in the affairs of this world, the character and posture of the office holder and his relationships with others in the industry have been of critical importance. At this juncture, then, the discussion must at least briefly turn to these factors.

During the first M & M and well into the second, the business agents did not routinely seek to immediately resolve on-the-job disputes. On the contrary, they usually told the men they had "to work as directed," except when there was a picket line or an issue of safety or onerousness. When contacted by phone, they might at best be expected to say: "Well, you've got to work as directed, but if you think you've got a beef, come on in and we'll take a look at it." This was virtually inevitable if the caller was "a Johnny-come-lately," i.e., a relative newcomer to the industry. This posture was of course central to the emergence of a work now, grieve later doctrine. It also helped insure the demise of the steward system. For these reasons, stories of the following sort are still repeated amongst the men as "classics" from that era.

Well, we had a manning problem. I remember it real well. It was on a Saturday at Pier 30. We had a loading job of general cargo like we never see anymore. Anyway, I was the gang steward, so I said I'd call the BA. So I did and the answering service said he was home, but they'd hook me up. When a woman answered, I figured it was his wife, so I asked for him and she said he wasn't home. I guess he was at the racetrack or something. Then she says to me, "What's the problem?" I figured she was going to give him the message, so I started telling her. You know how you would. Kind of trying to explain something to somebody who doesn't really know anything about longshoring. So, I get started and right away she cuts me off. And then, you know what she said, man? She says to me, "You're supposed to work as

directed." Christ, that really blew my mind. But I was glad I spent that dime, 'cause I sure found out where the union was.

The bureaucratization to which most business agents of the 1960's contributed was symbolized by their dress. For many years, those officers, as well as the President and the Secretary-Treasurer, had dressed in a particular fashion. They wore black, heavy twill work pants (which are called "'Frisco jeans"); a heavy cotton work shirt with narrow white and dark blue stripes (a "hickory shirt"); a white, short-billed cotton cap (a "West Coast Stetson"); wool socks and workboots. If an outer garment was needed, that was frequently a heavy, black wool shirt (which following a seamen's practice was referred to as a "CPO", i.e., a chief petty officer shirt, or "a thousand miler"). This "ensemble" had been traditional with all of the men since the '34 strike. It was also worn at ceremonial events and social occasions. However, in the early 1950's the officers began to favor slacks and a sportcoat. For the President and Secretary, this was at least partly explained by their increasing need to represent the men and the local "uptown." By the mid-'50's, the officers were increasingly "dressed up". This trend was accelerated, too, when the local moved from the Embarcadero to the much more fashionable Fishermen's Wharf area in the late '50's. By the early 1960's, the business agents were usually "decked out" in an expensive suit, shirt and tie, expensive shoes, and a fedora. As a result, it was nearly impossible to get them to go into the hold of a ship to view and discuss an operational problem. Indeed, it was sometimes difficult to even get them aboard ship. In the best of circumstances, they would often stand on the weather deck, lean over the coaming, and shout: "What's the problem?" They also began to see the superintendents and the walkers prior to seeing the men who called them, if, indeed, they ever "looked him up." It followed too, that the longstanding practice of patrolling the docks and ships

"to keep the employer on his toes" was discontinued by these officers.

By the late 1960's, men who had entered the industry in 1959 began to be elected business agents. They did not emerge by being stewards. They emerged because they had the support of the older local leadership and the International or because they were critics of the M & M agreements. While the former routinely functioned like their counterparts of the 1960's, the critics functioned differently. They began again to patrol the waterfront. They were particularly aggressive in one of the areas where the men had the unquestioned right to stop work: health and safety. When they came across such a problem, they did what the steward had done for years: they ordered the men to stop work and standby until it was dealt with. They also began to contest the "work as directed" formula and the work now, grieve later doctrine which had fully emerged by then. Their use of an answering service which could page them to a phone by activating a pocket radio "beeper" was symbolic of this move "back to the rank-and-file." Their dress compared to that of a winch or lift driver who wore coveralls while working.

The support which these men received as critics of M & M was of course broadened and strengthened by these activities. However, due to their youthfulness in the industry, they were not supported by the kind of social relationships enjoyed by their counterparts of "the good old days." By definition, they were relatively unacquainted with "the old-timers." They were even less acquainted with the old-time walking bosses. Indeed, they only had a relatively small number of close and long-standing friendships amongst their initial supporters, the younger and more recently initiated members of the local. At the same time, their previous contact with supervision had largely reflected the controversies generated by the M & M agreements. In these respects, their circumstances eventually improved, of course, but for quite

some time even the task of investigating a dispute was difficult and demanding.

Assuming, however, that this was in some measure accomplished, one of these officers could not then base his effort towards resolution on the things which had been available to his earlier counterpart. To begin with, he had to be very careful with the argument that the men were not required to work in violation of the contract. As a rule, and especially in the modern operations, he was also no longer dealing with an employer whose profitability was dependent upon "getting along with the men" and abiding by the contract. Finally, and due to the complex decline of "the longshore community," he was not routinely in the presence of something which had for many years distinguished the men, the gang bosses, and the walkers, namely, "a very substantial social pressure radiating in all directions. . . to remain good union men, to respect the contract, to get the work done, and to thereby maintain the mutual respect which had been fashioned over long experience."¹² Indeed, neither the emergent business agents of the late 1960's, nor any of their successors has ever fully enjoyed the circumstances which underwrote the functioning of those who held that office in "the good old days."

The most urgent and difficult task which therefore fell to these "modern" business agents was to fashion the social basis upon which they might immediately resolve a dispute on a modern operation. One component of this social equation related to the employer and his representative, the other to the men. In turning, then, to the internal dimensions of this equation, it should be emphasized that even under the best of circumstances its fashioning took many months.

On the employer side of this equation, it was of course essential for supervision to view the business agent as someone who "might just know what he's talking about." This was true, not only with respect to the contract and its adjudication, but with respect to the port working rules and practices,

the safety code of the contract, and a host of government safety regulations. It was essential, too, that supervision gain a respect for his knowledge of the operations, of the ships and their gear, of the stevedore gear and equipment, of the cargoes and their handling. Unlike his earlier counterpart, the emergent business agent had to establish these credentials after his election.

It was also very important for supervision to learn that the business agent "says what he means and means what he says." They had to realize that failure to thus understand a conversation would lead to a "deterioration" of the situation and perhaps a costly one. Equally important was the understanding that "given half a chance, that BA will shut the job down." At a minimum, this meant two things: (1) the business agent could not be fooled, kidded, delayed, or put off on a safety problem and (2) a shut-down could be expected if supervision made a serious mistake regarding the grievance procedure. For example, if the business agent wished to discuss an operational problem, the superintendent who refused to view the operation or who was "simply not available" would invariably show up once the operation was stopped. It was important, then, for the business agent to be viewed as "somebody who'll escalate a beef real fast, if he doesn't think he's getting a prompt, proper, and at least halfway sensible response and accounting." With superintendents who "only learned the hard way," this could take some time and a number of deliberately planned encounters.

For reasons already suggested, a business agent's success was fundamentally dependent upon supervision gaining a respect for his tactical abilities. Psychologically, it was very important, too, for his opponent(s) to imagine that "he's probably been looking into all sorts of things" and might therefore take the initiative with something of an ambush. In brief, it was crucial that the business agent be viewed as "dangerous."

The effort to instruct supervision along these lines was a complex and sometimes hit-and-miss affair. It could only be partly planned and deliberate. On the other hand, "targets of opportunity" were in no sense rare. In any event, however, once this instruction had been in some measure accomplished, a business agent would generally get a sensible response and an occasional assent even on a modern operation.

The other component to this equation was equally complex. The emergent business agent of the late 1960's had essentially risen to office because of his opposition to the M & M agreements and the leadership which had negotiated and supported those agreements. However, it was one thing to share a man's views on the contract or even more generally, and quite another thing to have confidence in him as a business agent: "He's right enough about nine point four three and holidays and all of that. And what he said at the last meeting about the Nixon gang and Viet Nam was really right on. But that won't help us one bit on the job. We need business agents who know what they're doing and he hasn't shown me that much. Then, too, I haven't even worked with him on the job, so I barely know the man." As noted earlier, the steward system had allowed a man to demonstrate his knowledge of the contract and related matters, his ability to talk to and deal with the walking bosses and superintendents, his tactical sense, his militancy. Typically, that proving ground had also proven a lengthy one for the man elected business agent. By contrast, the generating of confidence amongst the men was now compressed and difficult. On the other hand, they could be provided a rough, but handy measure: a rapidly growing and fairly creditable win-loss record. Indeed, if that record was produced by an aggressive and public behavior, even its loss column could be appreciated: "Well, for a change, he's at least trying to do something." In any event, a measure of confidence was an essential ingredient to the unity so

necessary in a work-stoppage. It was crucially important, too, for supervision to realize that the business agent, because of the confidence which the men had come to have in him, could quickly fashion such unity.

While it was of course important for the men to also see the business agent as someone who "says what he means and means what he says," it was equally important for them to know that he said the same thing to them as he did to the employer. As a result of the 1960's, there was considerable scepticism on this point. Thus, the emergent business agent again had to overcome an inherited and serious liability. However, and by reason of the activities already mentioned, slow progress was made even amongst the most sceptical.

To put the matter briefly, these officers faced a difficult situation. The entire contractual, social, and technological setting of their work had been transformed from what it had been in "the good old days." Naturally, their situation was also made more difficult by those who opposed their views on the M & M agreements. However, upon their election to a second term, there was more than just a carry over of what they had accomplished. Their success tended to accrue to those who shared their views and posture and who were thereafter elected business agent for the first time. On the other hand, those men, and all who have held the office since then, have also had the task of "instructing" supervision and consolidating their position with the rank-and-file with something of a "track record."

ON-THE-JOB DISPUTES

In turning to the disputes which occur on the modern operations of the port, it should first be noted that the parties routinely agree, if only implicitly, that they involve a bone fide contractual question. However, the understanding of these disputes (as well as those which erupt on a present

day conventional operation) requires an appreciation of their social, technological, and economic setting. The same is true with respect to their subsequent passage through the grievance machinery, should such occur. In a word, and as was true in days gone by, things of this order simply cannot be understood solely in terms of the contract. On the contrary: at any given point during the course of these disputes, the functioning contract is a product of (1) the language of the contract and (2) the power which each party has shown a capacity and willingness to exercise so as to enforce its view of the matter. In this respect, then, the San Francisco waterfront of either today or yesterday is no different than elsewhere: there are no unenforceable "rights."

Any explication of the eruption and development of a present day dispute also requires an appreciation of the intended and actual functioning of the work now, grieve later doctrine. As noted earlier, this doctrine forbids the union from seeking to immediately enforce its understanding of the contract, except on issues of safety and onerousness and when there is a picket line. With these exceptions, the employer's view of the matter is to prevail until such time as the union affects a reversal through the grievance machinery. To rationalize this, the doctrine necessarily assumes a number of things: that the burden which is thereby placed upon the union officers can be and will be shouldered when they in good faith conclude that the employer violated the contract; that the union will therefore affect a reversal when such is warranted; that any contract violation on the part of an employer has a contractual and meaningful remedy; and, finally, that the appropriate remedy will be awarded the union in the event of a reversal. In short, the doctrine assumes that in the end justice can and will be done.

However, and for reasons which must at least be touched upon, these assumptions are only very rarely satisfied.¹³

To begin with, the assumption that a reversal will be affected when the union has "a good beef" flies in the face of the difficulties which the grievance machinery inherently poses for the union. It also ignores the number of violations which occur each day and the strain which is accordingly placed on the resources of the union, its officers, and the men. As for the "remedy" side of this judicial equation, none exist for many violations. This has certain predictable consequences. Then, too, such remedies as are available are rarely meaningful to the men and their union and painful for the employer. Indeed, the savings which an employer can realize by a contract violation routinely outweigh the cost of the remedy which might be awarded. In a word, the justice which is routinely available through the grievance machinery is at best a very limited justice and one which is rendered only by sufferance of the employer. Since the superintendent on any operation is well aware of these circumstances, his response to an on-the-job dispute is routinely underwritten by the following propositions: (1) the contract understanding which he is then expressing and seeking to enforce will not be reversed through the grievance machinery and (2) the penalty of a reversal will in any event be less costly to him than contract compliancy. By the same token, then, the superintendent on a modern operation has neither a contractual, nor an operational interest in abiding by the contract or seeking an immediate resolution to such disputes as do arise.

Contract Disputes

In San Francisco, the M & M agreements effectively underwrote a transformation from labor-intensive to capital-intensive. That transformation was rooted in what appeared as Section 15 of those agreements: "Efficient Operations." Section 15.1 and 15.2 were the key provisions:

15.1 There shall be no interference by the Union with the Employers' right to operate efficiently and to change methods of work and to utilize labor-saving devices and to direct the work through employer representatives while explicitly observing the provisions and conditions of this Contract Document protecting the safety and welfare of the employees and avoiding speedup: "Speedup" refers to an onerous workload on the individual worker; it shall not be construed to refer to increased production resulting from more efficient utilization and organization of the workforce, introduction of labor-saving devices, or removal of work restrictions.

15.2 The employer shall not be required to hire unnecessary men. The number of men necessary shall be the number required to perform an operation in accordance with the provisions of 15.1, giving account to the contractual provisions for relief.

These provisions facilitated the "mechanization and modernization" of the industry because they were radically open-ended regarding the employer's use of men and machines and because there was a new technology available.

Section 15.11 was intended to avoid the disputes which these provisions were expected to generate. It stipulated that "the employer shall make every effort to discuss with the Union in advance the introduction of any major change in operations." However, since the "Union" here referred to was the International, this meant that even the discussion of such changes was removed from the local. Then, too, this did not mean that the employer would routinely and openly discuss "minor" changes with the local. On the contrary, such discussions were both rare and private.

This centralized manner of affecting the mechanization and modernization of the industry was reinforced by Section 15.3:

The Employers shall have the right to propose changes in working and dispatching rules that they claim are in conflict with the intent of provisions incorporated in this Agreement. The Joint Coast Labor Relations Committee may refer proposed changes that are of only local significance to the local level for negotiation. Any such change agreed to at the local level must be approved at the Coast level before being put into operation. Any proposal referred to the local level and not resolved within thirty (30) days thereafter shall automatically

return to the Joint Coast Labor Relations Committee.

In the second M & M, Section 15.31 was also added:

15.31 Any provisions of the agreements (Port Supplements and Working Rules) for the various port areas covered hereby which are in conflict with this Contract Document shall be changed. Any other changes in the agreements can be made only by mutual agreement with the parties at the Coast level.

A capstone to this centralization was provided in both contracts by a catch-all provision, section 15.4: "Any disputes concerning the interpretation or application of provisions of this Contract Document relating to the subject matter of this Section 15 may be submitted directly to the Joint Coast Labor Relations Committee."

As it happened, the manning on virtually every new operation introduced in San Francisco was protested by the men in some manner. As a rule, they also protested the way the work was assigned to the various job categories. These protests frequently erupted on the job, but because of the emerging work now, grievance later doctrine and Sections 15.3 and 15.4 work-stoppages rarely followed. By the end of the second M & M, one hundred and fifty-two new operations had received the blessing of the Coast Labor Relations Committee. Some of these operations were not conducted in San Francisco, but most of them were and many were only conducted there. The San Francisco employers also behaved as though the manning on any new operation was applicable to "similar" operations in their port. This posture again occasioned many on-the-job disputes and an occasional work-stoppage.

Over the years, disputes and work-stoppages were still more frequently occasioned by the shifting of men from one job assignment to another and from one operation to another. The same was true as the employers repeatedly sought to redefine the ways in which a unit might be constituted, utilized, and

thereafter dismantled. In these respects, the long-term thrust of their effort to secure an "efficient utilization and organization of the workforce" had two dimensions: (1) to reduce the number of job categories and (2) to expand their right to shift men within the remaining categories. Other problems stemmed from the differences between the working and dispatch rules of San Francisco and other ports. Still others arose from the uniqueness of the contract supplements and "miscellaneous" agreements of each local. Despite such differences, the San Francisco employers routinely sought to apply the rulings of the coast which had addressed such matters in other ports. Again, the disputes were legion.

Disputes over the "peel-off" of men at the end of a shift were also very frequent (see page 12). The legitimacy of a peel-off depended on a change in operation which allowed a different organization and manning. However, and despite a shuffling of units and swing men, it often appeared that no such change had occurred. In that event, it also quite regularly appeared that the employer was simply trying "to chisel on the manning." While the men and their union could get very "exercised" in these situations, they could not routinely prevent them or secure a remedy. Once men were returned to the hall, a work-stoppage could at best serve as a warning. On the other hand, the task of establishing the facts and proceeding through the grievance machinery was typically monumental. Then, too, the complexity (and urgency) of a peel-off was not infrequently compounded by the employer having also placed an order for new men with the hiring hall.

Even when a peel-off was contractual, a very serious problem routinely arose on the modern operations simply because there was no rule for determining which men were to be retained and which returned to the hall. For many years, the gang bosses had ordered a peel-off in accordance with a union rule: the

last man dispatched from the hall was the first one returned. Initially, the old-time walking bosses also followed this rule on the modern operations. However, as the superintendent gained sway, it, too, became a thing of the past. As a result, a peel-off from a modern operation could always be viewed as tinged with favoritism and discrimination. Suspicions were strengthened, too, by the employers' determined (and invariably successful) resistance to the local's repeated effort to secure a peel-off rule through the grievance machinery. As might be supposed, explosive situations were sometimes concocted for these reasons, but the union could only rarely shoulder the burden of proof.

Shortly after the second M & M went into effect (July, 1966), the Coast Labor Relations Committee began to gingerly discuss the meaning of Section 9.43. The minutes of the committee's first official meeting on that subject (delayed until October 11), began as follows: "The Employers inquired as to what the Union had in mind in implementing the 'Steady Skilled Man' provision of the new Agreement" (CLRC Meeting No. 14 - 1966, Item 1). This record then continues:

There was considerable discussion following which the employers stated they would discuss this matter further and be prepared to talk about it again in the afternoon session.

The Employers stated they reviewed the matters discussed at the morning session and feel the following proposal will meet the needs of both parties.

The proposal dealt with the pay guarantee of the 9.43 men, their rates of pay, and the ways they might complement gangs and hall skilled men. The union responded by agreeing "in principle" with the proposal and agreeing further that the employer could therefore "begin discussing such employment with the men and employing steady men."

When these minutes were published, the San Francisco and Los Angeles employers proceeded to recruit 9.43 men. Within a month, however, the committee

was obliged to meet again. The minutes began with the employers' view of the situation.

The Employers stated for the record that they strongly protest the action taken by Locals 10 and 13 in calling back to the dispatching hall all the men who had accepted steady employment and by the membership vote on the motion that no man is to accept steady employment. The Employers also protested the 24-hour stop-work meeting in Los Angeles scheduled for 8:00 today, in that the employers did not receive reasonable notice of this meeting so as to enable them to make appropriate plans, and particularly in light of the fact the meeting was called to discuss a subject on which the Coast parties had already reached agreement during negotiations and at CLRC Meeting No. 14-66, Item 1.

These minutes then continued:

The Employers maintained that the actions taken by both Locals is a flagrant violation of the Agreement, and the contractual right of the Employers to seek steady skilled men was one of the quid pro quo items for the \$34.5 million M & M Fund recently negotiated* While the Employers certainly have no quarrel with the need to answer specific questions of application that may arise under Section 9.43, there can be no answers given to the procedural questions unless and until the International reaffirms what was agreed to during negotiations and in CLRC Meeting No. 14-66, Item 1, which Item is to be followed.

The union response was next recorded: "The Union members of the Committee reaffirmed the agreements reached and stated for the record that they, as well as the Employers, are obliged to follow the agreement, and they intend to enforce it."

The committee went on to discuss "certain specific questions that have arisen relative to the implementation of Section 9.43." These questions included the relationship of Section 9.43 to provisions governing the promotion of men to the skilled categories; the selection of 9.43 men and the manner in which

*The M & M Fund was the basic quid pro quo. It was to underwrite a reduction of the compulsory retirement age from 68 to 65 and a reduction of the "normal" retirement age of 65 to an "early" retirement age of 63.

seniority would function, if at all; the 9.43 employment of men who had been working in the skilled gearman and crane supplement categories; and a particular question as to how the 9.43 man might be used in a gang operation. The question of equalization was raised and "answered" in the following manner:

What protection will the rotational skilled men working out of the dispatching hall have against dilution of their work opportunity by reason of the employment of large numbers of steady skilled men? Will there be any provisions set up for equalization of earnings, hours, or work opportunity as between steady men and hall men?

No benchmarks will be established. However, should economic conditions warrant, the Union is not precluded from raising the matter through the grievance machinery, subject to review at the Coast level by motion of either party.

To the men of San Francisco, the understandings which were reached on these (and many subsequent) questions left much to be desired. Evidently, the same was true of the Los Angeles men since the employers in that port there-after backed away from 9.43. They moved, instead, if only very slowly, toward a job category rooted in their original crane supplement, a gearman-crane driver. Since then, the employers' 9.43 program has also been exclusively focused on the San Francisco local.

At this point, several quite general circumstances which routinely distinguished the disputes already touched upon and many of those which will presently be discussed should be briefly noted.

As was true with respect to Section 9.43, there was of course a standard CLRC piety: the parties have an obligation to follow and enforce the contract. However, there was by definition no "contract" on the many questions left open by the M & M agreements and, it may be added, by all subsequent agreements. As a result, the CLRC clearly and routinely "made law" by its rulings. On the other hand, the union side invariably sought to mask this circumstance, to defend its action, and explain its routine failure to even use an arbitrator by

an Olympian, non-partisan "logic": "We're just the administrators of the contract." It followed, too, of course, that the rank-and-file was invariably held responsible for a circumstance it complained of: "If the men didn't like the contract, they should have voted against it and gone on strike." As might be supposed, such banalities were also invoked by the local officers who had supported those agreements.* Thus, for example, those officers routinely found it possible to "wave" the CLRC minutes when asked about a new operation or manning.

The open-ended character of these agreements also affected the on-the-job behavior of the men. Since the contract was literally being created through the grievance machinery, its readily available, printed version could not be relied upon. Indeed, by the mid-1960's, there was a very current saying: "The thing we call a contract isn't worth the paper it's printed on." Since the contract was also being adjudicated in four geographic areas (Southern California, Northern California, Oregon, and Washington), as well as at the coast, one simply could not know it as it had been widely known in "the good old days." As a result, there was still another and often substantial reason for the men to "tilt" towards caution when dealing with supervision.

The very definition of "longshore work" was another type of contract dispute which proved endemic with the M & M agreements. As new ships and machines were introduced, the waterfront became the site of work which had never been performed there and, in some instances, anywhere else. There were new requirements for repair and maintenance. There was a growing need for sheetmetal, fiberglass, and refrigerator work on containers. New stevedore gear had to be

*Since a majority of the Local 10 men voted for these contracts, this posture could more easily be assumed there than in a local, such as 13, where a majority had voted it down. Presumably, the employers' decision to concentrate on Local 10 as regards 9.43 may also be partly explained by this circumstance.

built, serviced, and maintained. There was a growing need for welding and machine shop work. Given a relentlessly increasing "underemployment," the men were of course vitally interested in securing such work.

The difficulties faced by the local were partly historical. The contract language on jurisdiction reflected the craft-type jurisdiction which came from the days when the union was part of the American Federation of Labor. It could not be easily adjusted to the new realities. There were also several other unions interested in such work, some of which had been similarly affected by the employers' new technology. Then, too, the employers frequently found it both economically and politically advantageous to deal with other unions. Finally, and because of the ILWU's longstanding organizational independence, the local had no formal arena where it could discuss the problems facing transport workers with other unions.

Difficulties also arose when an employer was willing to discuss the performance of new types of work. The basic problem was to locate men with the necessary skills. This required the local to ignore its seniority and job promotion system. Then, too, the employer invariably insisted that he alone would pass on the qualifications of the men proposed by the union, that those selected would be steadily employed, and that there could be no provision for equalizing their earnings or work opportunity. Since the local was in many ways held hostage by such demands, the employer who simply proceeded to assign new work to others could always point to its lengthening history of difficulties.

The contractual framework of these assignments was again provided by a singular set of circumstances. The right of an employer to make them was rarely challenged by the business agents of the 1960's. When a challenge was made, those officers also invariably agreed with the employer (1) that "any question of jurisdiction must go directly to the coast," (2) that the employer's

assignment stood, pending a ruling to the contrary, and (3) that any "job action" would violate the contract. However, the coast representatives of the union invariably refused to "push" any such appeal: "We don't arbitrate our jurisdiction." This mock-militancy was compounded by an initiation that the matter would be very handily dealt with during the next negotiations. The business agent would then assume the task of passing such reassurances along to the rank-and-file. However, when the emergent business agents of the late '60's began to more frequently challenge such assignments, they, together with the rank-and-file, were again held responsible: "I think there's an effort to embarrass us with these appeals. We don't arbitrate our jurisdiction. The locals just take what belongs to them." In the absence, then, of an extra-contractual effort to have it otherwise, the bureaucratic circle of the industry's mechanization and modernization was thereby closed once again.

In recent years, the employers have also increasingly permitted seamen to do longshore work, e.g., lashing. In such instances, the contract provides for a "time-in-lieu" payment to the longshoremen whose work has been infringed upon. These violations typically occur in order to more quickly ready the vessel for sea. This, of course, explains the frequency of such violations: the savings which are realized far exceed the time-in-lieu expense. If a business agent learns of such a violation during its commission, he can generally tip the employer towards compliance by threatening a work-stoppage. The reason is simple: it takes several hours to arbitrate any stoppage. On the other hand, such disputes routinely end in "disagreement" at the LRC: "It's another case of our word against theirs."

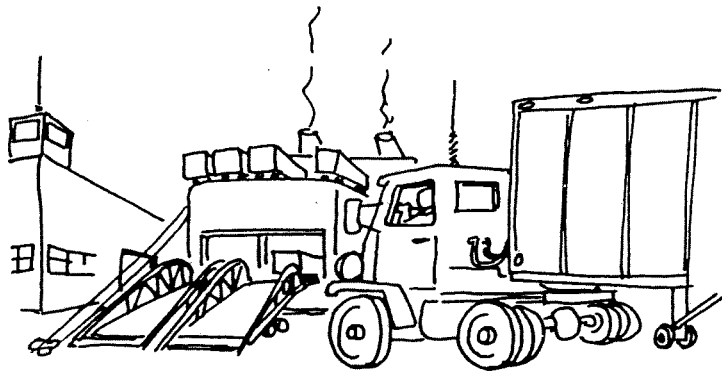
While the employer's interest in reducing the "turn-around-time" of each vessel (i.e., the time it spends in port) has always been there, it is greatly

increased by the economics of a modern operation. This circumstance frequently prompts him to violate the contract provisions concerning the extension of the normal, eight hour workshift. The employer has retained the right to work the men an additional two hours so that a vessel can sail or be shifted to another berth. The men can also be worked an additional hour on the shift immediately proceeding the one before a vessel sails or shifts. From the employer's point of view, however, there has always been a "catch." Overtime can only be worked to finish a hatch or vessel. If a hatch is worked an extra hour, it is thereafter "dead." It cannot be worked again, excepting it lie idle for twenty-four hours. The same is true of a vessel which has been worked an additional two hours. The employer therefore runs a risk when exercising these options.

For many years, the language governing one hour extensions seemed clear enough. With the introduction of ships which had no conventional hatches, however, disputes became endemic. Indeed, not until the 1973-1975 contract was there language on this matter for container, "LASH", and "roll-on/roll-off" (RO/RO) vessels. Despite a certain imprecision in that language, disputes became less frequent. However, hatches and vessels which are contractually "dead" are not infrequently worked on newly initiated operations and when the employer is under an unusually heavy pressure "to get the vessel out."

The employer sometimes explains such violations as the result of a "good faith" mistake. A "gear priority" payment is then made to the men infringed upon. However, since these payments are less costly than the realized savings, there is no contractual motivation to avoid "mistakes." A much more typical explanation is that the work of the hatch or vessel could not be finished for reasons "beyond the control" of the employer, e.g., the breakdown of a piece of equipment, a late arrival of cargo, a worsening of the weather. Sometimes

the men are blamed: "They just didn't produce the way they should have." The subterfuge, which permits the denial of even a gear priority payment, is endless for two reasons: (1) there is no precise language dealing with "circumstances beyond the control of the employer" and (2) the task of investigating such assertions is routinely difficult and sometimes impossible.



AVR 78

Thus, to sum these matters up, extended shift violations are produced by several factors. They are produced by an imprecise contract language and an inclination of arbitrators to "tilt" toward the employer in the face of such imprecision. They are also occasioned by the employers' success in arguing a circumstance beyond their control in front of an arbitrator. They occur, too, because the union routinely experiences difficulty when trying to find out what transpired. Indeed, those difficulties frequently make it impossible to even file a formal complaint. These violations also and

finally occur because the union is usually in no position "to nip them in the bud" by a work-stoppage. The men on the job who might report one do not have all of the necessary information. By the same token, a report from the job is routinely problematic to the business agent because he, too, is not immediately possessed of sufficient information. Thus, compliance with the extended time provisions and the righting of their violation is essentially dependent upon the employer. Because of the omnipresent profit motive, however, violations are as recurrent as their righting is unusual.

In this connection, then, one additional circumstance should also and finally be mentioned. The most routine of the modern operations have increasingly been scheduled for completion in two extended shifts. While this has reduced the number of overtime violations, it has also meant the loss of the eight hour day. Thus, the men have increasingly observed: "Man, this is really progress. They're not only putting us out of work, they're also taking the eight hour day."

Operational Disputes

While modern operations produce a wide range of contract disputes, they have virtually eliminated something which was endemic in "the good old days:" disputes as to how work should proceed. It could appear, then, that the routinization of work has greatly reduced the "tension" between the men and supervision. On the other hand, the tension which distinguished the conventional operations was economically productive. It also helped underwrite a sense of personhood on the part of the men and supervision. By contrast, and for a number of complex reasons which must at least be touched upon, modern operations are distinguished by an unproductive and exceptionally pervasive malaise.

The routinization of work has eliminated the need for "good" longshoring

and "good" supervision. The challenge has been eliminated. There is little or no opportunity to take pride in one's contribution. The work no longer functions as a "fun" event and source of self-esteem and mutual respect. On the contrary, these operations are permeated with a distinctive, if subtle "sourness." This is so partly because there is an exceptionally vivid and widespread memory of a time when things were otherwise. The malaise frequently erupts into "personal" disputes between the men and supervision. This occurs because the men are "set in motion," not by a machine and assembly line, but by another man. Thus, in contrast to "the factory system," the discipline and regimentation to which the men are subject is experienced in directly social and highly personal terms. As a result, an extraordinary range of disputes and personal hostilities can be precipitated by the manner and language, demeanor, style and deportment of those who are working a modern operation.

The complexity of these "encounters" is frequently compounded by other factors. The parties may already have an unhappy history with one another. A man may feel that a supervisor's "station" is not associated with "merit." Encounters may be exacerbated by differences in either race or age or both. In any event, a distinctly modern type of dispute and hostility is not infrequently produced by the manner in which the work of the men and supervision is "meshed."

The union usually tries to define this type of encounter as a legitimate, operational dispute. However, that is not always possible. Indeed, it is never very easy for either the men on the job or a business agent to convince a supervisor that his antagonist was "just trying to help out." Then, too, the man involved may in no way wish to have his "go-around with that son-of-a-bitch" defined in this manner. In any event, when a go-around leads to a firing the supervisor usually files an LRC charge of "insubordination" or "a failure to work as directed." As a rule, the union in turn grieves an unjust firing.

However, such disputes cannot be readily subsumed under the terms of the contract. By the same token, the warp and woof of the charges and countercharges which they inspire cannot routinely be dealt with by the LRC. Such disputes are simply too idiosyncratic and too heavily laced with "personalities." For example, disputes which relate to how a man "should be treated" or "the sort of response the employer is entitled to expect" are almost never resolved by the LRC and only very infrequently resolved by a business agent who appears on the job. In a word, such encounters are not actionable in the grievance machinery by either party, but for that very reason the supervisor "who did the firing" again has the last word. Now, given these circumstances, antagonistic interpersonal histories have of course become increasingly common and increasingly unresolvable. By the same token, an important source of the industry's present day "instability" can be located in (1) an authority structure which assumes a continuous and detailed role amongst men who view it in strongly personal and highly cynical terms and (2) a grievance machinery which simply cannot "render justice" with respect to the disputes and grievances which therefore occur.

Safety Disputes

While safety issues have always been common on conventional operations, they are fairly rare when modern technology is utilized. Two factors explain this: (1) each function within a modern division of labor is routine and (2) the manner in which those functions are integrated is unchanging. However, the modern operations are also distinguished by certain safety problems and disputes.

Certain problems are created by the employer's interest in accelerating the pace of the operation. That interest has always been there, but it is greatly enhanced by the costs of modern technology. That technology also allows

him to easily affect what the men may come to view as a "speed-up." As a rule, a speed-up is initiated through orders to the steady dock equipment operators. They begin to drive at excessive speeds and "crowd" the men who are stationed beneath the crane. If the vessel is a RO/RO, the men aboard her may be similarly jeopardized. Those of the dock may be still further endangered by operators taking "short-cuts" to and from the crane or ship. As this occurs, the crane operators also accelerate by hoisting containers over those beneath the crane and the shipboard lashers. The lashers may then be ordered to accelerate in a number of very risky ways, e.g., by jumping from one stack of containers to another; by ascending portable ladders which are neither secured, nor attended by another man; by dropping lashings, turnbuckles, and other lashing gear from excessive heights atop the containers; and/or by hoisting such gear with insufficient manpower or in an otherwise unsafe manner.

While the working and spatial relationships on a modern operation make it difficult for the men to resist a speed-up, a business agent can end one. He moves from man to man advising him to slow down and to work in a safe and sensible manner. He briefly stops each man for this purpose, but only rarely stops the operation. There are several reasons for this. To begin with, the unsafe conditions could not then be witnessed by an arbitrator. They could only be attested to by the men. Supervision, however, would no doubt contradict such testimony. Then, too, supervision cannot be expected to repeat the orders which occasioned the speed-up. That is also true of the steady men who may have received those orders. On occasion, the Union has also been placed in a Kafka-like situation: if there were safety problems, the men are to blame because they have a contractual obligation to work safely. Finally, and most importantly, a "slow-down" works. It works because the men will do as they are asked and because the employer's options are then reduced to firing them all and terminating the operation -- not exactly what he had in mind and something which could only

entail further risk. Sometimes, however, a business agent will order a work-stoppage. Having done so, he immediately informs supervision that the stoppage will be brief and that work will resume when the problems created by the speed-up have been clarified to all involved. In other words, a work-stoppage may be ordered for "instructional" purposes. In that event, the employer's "option" is again available, but never exercised.

While other types of safety problems are produced by the employer's relentless effort "to get their money's worth" from their 9.43 men, one example must suffice. Men employed under the original Crane Supplement began their shift by driving crane for two hours or working as a crane signal man for two hours. Positions would then be changed for the second two hours. This rotation continued throughout the shift. It followed a longstanding practice whereby winch drivers and hatch tenders rotated. It was accordingly viewed by the men as fair and sensible. Initially, 9.43 men were also utilized in this manner. However, since climbing to and from a crane cab takes a few minutes, the operator and signal man were presently ordered to rotate at the mid-shift meal. A few men grumbled at this, but none refused on the grounds of onerousness. This was also true as the operator's work was sometimes extended to six hours and then, occasionally, to eight. This occurred as those with the highest average number of "moves" per hour were found. As it occurred, lashers and dock men began to occasionally argue that the fatigue of the operator subjected them to an unsafe condition. However, in the continued absence of an operator who would publicly share that view, the prospect of a successful arbitration of the matter has remained problematic. The same is true of a number of other working conditions to which the 9.43 men -- and therefore -- their fellow workers -- are subjected.

As in the past, safety problems are also occasioned by a failure to properly maintain equipment. Indeed, some employers are so lax in even first

line maintenance that a business agent is occasionally obliged to stop an entire operation simply to have horns, warning devices, head lights and tail lights, windshield wipers, mirrors, door handles, etc. repaired or installed. An event like this begins with a number of casual reports from the men: "When you get a chance, you should get back over there because a lot of the dock equipment is in bad shape again on a whole lot of chicken-shit items." The stoppage begins with the business agent and men taking one machine after another "out of service." As a rule, there is no dispute. Supervision simply joins them so as to jot down "the bill of particulars" on each machine. The machines are then lined up at the maintenance shop. Once returned, they are again inspected. For reasons not altogether clear to the Union, this is necessary with some employers every two or three months. The scenario has even been ritualized. It begins with the business agent showing up shortly before the day shift will be turned-to and telling supervision: "I've been told again that you're just not ready to go to work."

On a day-to-day basis, a dispute over the condition of a particular piece of equipment is usually avoided by supervision shifting its operator to another machine pending the repairs and maintenance the union had requested. By the same token, if the hoisting gear begins to function in an erratic or otherwise unsafe manner, the operator and those who are working against his gear will be ordered to stand-by while it is attended or to shift to other work, if that is possible. As a rule, supervision also responds in this manner when a machine needs an engine overhaul, a brake job, or extensive repair of its hydraulic or air system. However, and because of the expense and time which these things may entail, a brief dispute occasionally erupts.

While safety problems are occasioned by poor maintenance and malfunctions, the very design of the new technology can also pose serious problems. For example, some modern vessels do not have the below-decks access necessary to

remove an injured man. Indeed, some are distinguished by a single hold and single means of access. The risks to which the hold men are thus subjected can also be compounded by the way supervision is sequencing their work. Then, too, the means of access is sometimes located in the area where the cargo must be landed or slung by those men. Since many accidents occur in this area, there is then the additional danger of having the sole avenue of escape made impassable.

Such circumstances clearly pose problems as defined by the industry's safety code and the regulations of various public agencies. For a number of reasons, however, the business agents have had a lot of trouble dealing with them. To begin with, the people who are routinely present at the arbitration of a safety dispute, i.e., the men and their union, the stevedore company, the employer representative, and the arbitrator, do not have the expertise to even suggest a design modification. The same is true of others who are occasionally called to such a proceeding: the master of the vessel, the deck and cargo officers, the terminal operator, and the ship's agent. As for the ship surveyors who are frequently prepared to advise on less technical matters, they could only recommend "a very thorough study of the entire matter." Then, too, and most importantly, the solving of such problems requires something which the arbitrators have been extremely reluctant to order: an expenditure by the stevedore company or the ship owner.

This reluctance is evident even when the expenditure would be minimal. It is dignified by highlighting the lack of technical information and advice, but a study is only very rarely ordered. It is also glazed: "The employer would have to shut down for a week or two to solve this problem and that's not in anybody's interest." There is, too, a slender contractual thread: "The contract says that something is either 'safe' or 'unsafe'. We don't speak of making something 'safer'. Basically, this is a hazardous industry

and only so much can be done for safety." The findings read accordingly: "The men shall be warned about the gear and told to take their time" or "The men shall be cautioned about the situation and be especially careful.

New machinery can also expose the men to levels of carbon monoxide and other pollutants higher than those deemed permissible by public agencies. While the immediate problem of a shipboard build-up of pollutants is dealt with by shutting the machines off, the union has never been able to force the employers into the aggressive maintenance programs which would largely preclude such circumstances.

The noise levels of the new machinery also very frequently exceed those deemed permissible by public agencies. Ironically, the problem of noise aboard the RO/RO vessels is also compounded by high capacity ventilating systems designed to keep the pollutants at "acceptable" levels. For some years, this problem has been "dealt with" by the employer making ear-plugs or "ear-muffs" available. This rather modest expenditure resulted from an arbitrator's order. However, this "protective equipment" is not routinely worn. Most men find it uncomfortable and many report headaches and other stress and fatigue symptoms. Indeed, the stress of having one's hearing reduced by thirty percent while working in the vicinity of moving gear and heavy equipment is extraordinary, e.g., "If that arbitrator thinks I'm going to wear ear-muffs around a bunch of speeding nine point four three men, he's just plain crazy." Indeed, since many accidents occur as a result of "a breakdown of communication" between the men, this "protection" is widely viewed as "a cure worse than the disease." Recently, however, the union has enjoyed some success when insisting that noise be dealt with along the lines proposed by public agencies. This success is partly a product of work-stoppages in which the problem has been dove-tailed into a number of other safety problems. It has also resulted from two other circumstances: (1) there is a much wider understanding of the health problem

occasioned by noise and (2) the organization and staffing of agencies concerned with such matters has been improved since the Nixon administration.

"You're off the payroll"

This expression has been used by supervision for many years when terminating the employment of a man or group of men. In contract terms the language for many years had been "discipline by return to the dispatching hall." From an operational point of view, the grounds for such discipline are again of ancient vintage: "insubordination," "incompetence," and "failure to work as directed." Of similar vintage are the remaining grounds for termination: "intoxication," "assault," and "broaching" and/or "pilferage" of cargo.

A supervisor who fires a man may or may not file a complaint against him with the LRC. For example, a man who is judged to have had "one too many" may simply be told to go to his car "and sleep it off." If the man complains, he may be "counseled" thusly: "Look, I'm giving you a break. I'm replacing you, but there's no write-up." On occasion, a man who has taken an "extended" relief period or who is late in returning from lunch will also be dealt with in this fashion. As a rule, however, a firing is recorded by the drafting of a formal complaint.

Complaints are delivered to the employers' representative, the Pacific Maritime Association, and thence to the union at the weekly meeting of the LRC. The union routes them to its Grievance Committee. This is a five man committee elected each year by the rank-and-file. It has the constitutional and contractual duty and power to investigate all such complaints. To that end, the committee has weekly meetings to which those who have complaints against them are cited. The committee also has the contractual obligation

to report its findings to the LRC within fifteen days. If, within thirty days, the employer is not satisfied, he may proceed through the grievance machinery. The local's LRC representatives, the president and business agents, are bound by neither the committee's findings, nor its recommendations. As a rule, however, they defend its actions.

A man who has been fired and written-up may also be placed on "non-dispatch" by the employer involved. This means that until his case is heard and disposed of by the LRC he cannot be dispatched to that employer. For the most part, only those who have been fired for assault and/or "foul and abusive language" or with broaching and/or pilferage are dealt with in this manner. Occasionally, however, a man who has been fired for intoxication and who, in the opinion of the employer involved, "has something of a problem along these lines" will also be placed on this status. Since such action must be reported to the hiring hall, the man and the officers are shortly thereafter advised of it. At that juncture, an officer will usually terminate the status by phoning the PMA to say (1) that the union is contesting the firing, (2) that the call constitutes an LRC meeting, (3) that the parties have therefore reached disagreement, and (4) that the matter is thereby disposed of and remanded to the next step of the grievance machinery.

"In the event," as the contract puts it, "any man feels that he has been unjustly returned to the dispatching hall," the LRC has the power and duty to investigate and adjudicate his grievance. To affect this, the aggrieved contacts a business agent. As a rule, a written complaint is drawn up the following day. It is then delivered to the PMA at the next meeting of the LRC.

In a subsequent paper, the handling of firing disputes in the grievance machinery will be delineated. That paper will also detail the difficulties and costs which the adjudication of such disputes routinely entail for the

union. However, the magnitude of those difficulties and costs must be suggested here for two reasons: (1) they explain why supervision can routinely behave as though a firing will not be successfully contested and (2) they help explain why supervision of a modern operation is frequently prompted "to fire at will."

To begin with, the LRC may reach agreement on any complaint or grievance. If, then, the union concludes that a firing was just, those involved are disciplined by at least the loss of such wages as they would have otherwise earned on the day in question. Depending upon the contractual seriousness of the incident, they may also "be given time off", i.e., their eligibility for job dispatch may be suspended for a length of time. As a rule, "time off" will run from five to fifteen days. On occasion, it runs to thirty. An agreement to give time off may also be "suspended." If that occurs, the term of such discipline is usually six months. However, on the basis of the information developed by the Grievance Committee, the officers, and/or the LRC, the employers may also conclude that the firing was not justified. In that event, the LRC will order the employer to pay the aggrieved "the balance of pay" (for the day). Over the years, agreement has been reached in perhaps fifteen percent of such cases, but a finding against the men has been a good deal more frequent than a finding for them.

Should the LRC instead reach "disagreement," either party may refer the matter to the "area" LRC. Over the past ten years, perhaps forty percent of such cases have been so referred. As for the employers' referrals, these almost invariably involve a specific and significant contract question. The same is often true of the union's. However, the union also quite frequently feels that a referral made by it involves a question of "justice" and "fair play." This may be partly explained in ideological terms, but it is structurally rooted in a particular and very consequential circumstance: The contractual definition

of what constitutes a punishable offense against an employer is much more precise and detailed than is the definition of an "unjust" firing. It follows, too, of course, that the same is true of the "case law" which has been built around these respective violations. Thus, the union is frequently obliged to mention "justice," "equity," and "fair play" because its grievances are not as clearly actionable under the contract. In this connection, then, it remains to be noted that it has long been understood that cases which are left in "disagreement" at the LRC have in effect been dropped by the complaining party.

At area, agreement may again be reached, but that is fairly rare. This is explained by the importance which is usually attached to the cases being dealt with and the fact that the members of the two LRC's are virtually interchangeable. In the event of disagreement, either party may refer the matter to arbitration. With respect to firing disputes, the union is much more likely to make a referral. The reasons for this will be noted in a moment, but it should here be added that an arbitrator's ruling on a firing dispute is final.

Having reached disagreement in the port LRC, the parties may also "waive area" and proceed immediately to arbitration. Since agreement at area is unlikely, this is occasionally done, especially if both parties assign some contractual significance to the dispute. The union also urges this course when in its judgment there is an important issue of justice or equity at stake. In any event, perhaps five percent of the firing disputes are handled in this manner.

Except in one particular set of circumstances, firing disputes are disposed of in this manner. The exception occurs when the union's grievance rests at least in part on the following contract language: "There shall be no discrimination in connection with any action subject to the terms of this Agreement either in favor of or against any person because of membership or nonmembership in the Union, activity for or against the Union or absence thereof, or race, creed, color, sex, national origin or religious or political belief."

Such grievances are directly referred to the Coast LRC. That committee may agree or disagree, but in the latter circumstance the union may then refer the matter to the Coast arbitrator. In the subsequent paper just mentioned, the difficulties which the local has invariably experienced in this area will be delineated, but it should be noted that the nature and magnitude of those difficulties explains the relative infrequency of such grievances.

Thus, to sum these matters up, the handling of most firing disputes is terminated by "disagreement" at either the port or area LRC. The reasons for this are twofold. To begin with, the employer can usually rest content with disagreement simply because a firing per se entails a loss of wages. As for the union, it is given pause by the difficulties which are intrinsically posed for it by an arbitration. It is also given pause by the costs of an arbitration. Indeed, "the price of justice" is such that the costs of a favorable ruling routinely exceed the amount recovered by a factor of four or more. On the other hand, the union is not infrequently prompted to assume the burden of an arbitration by reason of its aforementioned notion of justice.

As it happens, the basic structure of the grievance machinery has existed for many years. However, such machinery was only very infrequently used in "the good old days." That was because firings were rare and the disputes they precipitated were almost invariably resolved on the job. With the introduction of a new technology, on the other hand, firing became increasingly commonplace. The employer's interest in an immediate resolution of such disputes was also drastically reduced. As the local became increasingly emeshed in this machinery, it also became increasingly insistent about securing a procedure whereby a firing might be subject to "instant" arbitration.

Largely in response to this pressure, the 1973-1975 contract stipulated (as does the present one) that either party might request a firing "be processed initially and from step by step within twenty-four (24) hours." This

was not altogether satisfactory to the men of San Francisco, but they were even less happy when within a short period of time the Coast Labor Relations Committee ruled on this language. The provision thereafter meant that each step of the grievance procedure, i.e., the meeting and decision of the port LRC, the meeting and decision of the area LRC, and an arbitration, could take up to twenty-four hours. The employers thereby gained what they were most vitally interested in: the removal of such potentially disruptive proceedings off the job site. Amongst other things, this bureaucratization means that even the witnesses who would have otherwise appeared on behalf of the accused are not routinely available. By the same token, the difficulties and costs of dealing with a firing were again imposed upon the local.

Since the reinstatement of a man who has been fired is fairly rare, the business agents are only occasionally contacted by phone for immediate representation. As a rule, such calls are honored under the following sets of circumstances: (1) when the charge is insubordination, incompetence, a failure to work as directed, or "poor production;" (2) when the firing appears unjust; and (3) when the operational situation seems to offer some possibility of "short-circuiting" the grievance machinery. Such calls are especially honored, however, if it appears that the firing was in some measure related to safety and/or onerousness. On the other hand, if the charge is intoxication and the man is known by the business agent "to take a sip or two, every now and then," it may be concluded that other union business should be pursued. The same may be concluded if the man has been fired for an extended relief or mid-shift meal. In such circumstances, the man will simply be told he has a right to file a grievance. If this response is complained about, the business agent will then add: "Look, brother _____, I don't walk on water and I sure don't have a magic wand. There's no way in the world for me to talk that superintendent into changing his mind." As for a call which is occasioned by a pilfering or broaching charge, that, too, will be routinely honored, but that has more to do with seeking to protect the legal rights of the accused. The

same is true when there is an assault charge, but then there is also an interest in seeking to prevent an "escalation" of whatever may have happened.

Assuming, then, that a business agent can get to the scene of a firing which appears to be distinguished by the circumstances just mentioned, he will begin by asking the man involved what happened. This account is then passed on to supervision in the presence of the man. Having heard the response of supervision, the business agent will not then proceed as if he can simply "argue" the man back on the payroll. On the contrary, he usually begins by saying something like: "O.K., O.K. But what does this mean? It means I'll have to take a real close look at the whole operation." This course is invariably pursued if the dispute is even remotely related to safety or onerousness. As a rule, the business agent will also indicate that he will evidently have to question a fair number of men rather closely. If there is an operational need for the man who has been fired, he may then allude to the problem of getting a replacement for him. At some early point he will inquire, too, about the sailing time of the vessel. In a word, the business agent will proceed as he routinely proceeds when confronted with any contract violation that is not related to safety, onerousness, or a picket line: as though a resolution of the dispute will be based on something other than "the merits of the case."

CONCLUSION

The entire occupational experience of the San Francisco longshoremen has been completely transformed in the past fifteen to twenty years. This transformation has been underwritten by several, interrelated circumstances. To begin with, the nature and structure of the work associated with the modern operations is utterly different from that which distinguished conventional operations. The decline of the gang and corresponding use of units, swing men, and 9.43 has also altered the working and social relations of the men in a

most radical manner. Indeed, 9.43 has had devastating consequences for the union and community of these men. The saying which had been current for years, that "the ILWU is the hiring hall," was not a mere slogan. It was rooted in a vibrant social reality and gave expression to a social system which was profoundly valued by its members. Since the language and functioning of Section 9.43 cuts directly across the egalitarian principles of that social system, it also negates the fundamental sense of distributive and retributive justice which underlies those principles. Together with the contract provisions that had for years structured the career of the men and the allocation of work amongst them, 9.43 totally undermines the formal articulation and functioning of a system which had concretely embodied an equitable system of justice. While it has thus torn the fabric of a highly valued and uniquely encompassing "way of life," 9.43 has also underwritten an employer assault on the most valuable asset working people can have: an unshakeable faith in the viability of their union with one another. In a word, the hall has been breached, the union ruptured, the community fractured.

These circumstances have also helped underwrite an extraordinary transformation of the on-the-job relations between the men and the employer. The contractual centerpiece to this transformation is provided by the work now, grievance later doctrine. On the other hand, since the grievance machinery routinely fails "to render justice" in the many disputes which for these reasons erupt, the entire labor/management relations of the industry has experienced a pervasive and very consequential "deterioration." By the same token, the occupational experience of all of those associated with the industry has been in some great measure transformed.

NOTES

1. Mills, Herb, "The San Francisco Waterfront: Labor/Management Relations - On the Ships and Docks, Part One: 'The Good Old Days,'" (Berkeley, University of California, Institute for the Study of Social Change), 1978, 55pp.
2. The model for the remarks which follow is the most highly routinized and rationalized of the modern operations, namely, those which only involve containers of a standard configuration. However, the circumstances which distinguish the operations involving a mix of containers and other cargo "units", as well as the "LASH" (Lighter Aboard Ship) and the "Roll On/Roll Off" (RO/RO) operations closely approximate those which will now be delineated.
3. For a discussion of gang life since the first M & M, see the author's forthcoming paper: "The San Francisco Waterfront: Today's Conventional Operations."
4. Mills, Herb, "The San Francisco Waterfront: The Social Consequences of Industrial Modernization, Part Two, 'The Modern Operations'," *Urban Life*, Beverly Hills and London: Sage Publications, Vol. 6, No. 1, April, 1977, pp. 3-32.
5. "Statement of Waterfront Employers Association of the Pacific Coast and Pacific American Shipowners," August 10, 1948, pp. 87-89. This statement was submitted to a Board of Inquiry established by President Harry Truman under the authority of the Taft-Hartley Law.
6. The San Francisco local has never sought to end the steady employment of three, "non-production" job categories: gearman, cooper, and sweeper. Indeed, for many years the local had a very strong interest in having steady men in these categories. Thus, the safety of any operation was fundamentally dependent upon the skills and experience of the gearmen and their familiarity with the gear being utilized. Safety was also very heavily dependent upon the skills of the cooper. As for the sweeper category, that was reserved for men who had been disabled.
7. Mills, *op. cit.*, pp. 21-24.
8. *Loc. cit.*
9. *Ibid.*; p. 28.
10. Surprising as it may be, this circumstance was frequently and publicly emphasized by the leadership which supported the provision of such steady men: "They just go out and negotiate their own contract."
11. Part One, pp. 19-20 and n. 18 above.
12. Part One, p. 11 above.
13. The circumstances which will now be delineated will be fully set forth in a subsequent paper: "The San Francisco Waterfront: Labor/Management Relations - The Grievance Machinery, Part One: 'The Modern Era'."