

As its title and opening quote make clear, this web site is focused on a still evolving development in the "capitalistic civilization" of the United States: its Pacific Coast version of what by the early 1960's had been dubbed "the container revolution". And since that revolution, like its many regional counterparts, together with the developments which it called forth in "information technology" ("IT"), have now underwritten the globalization of the world's economies, its parameters should also now be suggested. What, then, were quickly known in much of the world as "intermodal containers" can be loaded by their shipper with up to twenty tons of freight and - with that cargo secured against theft - moved to its consignee *via* road, rail, ship or barge, and also air by being transferred back and forth in any necessary sequence between those modes of transport. Such containers and a technology to thereby move them along were introduced on the nation's east and gulf coasts in the August of 1956 by Malcolm McLean, the owner of a North Carolina trucking firm and the subsequent founder the SEA -LAND Service. * And on its west coast, a somewhat different technology for so moving "containerized freight" was introduced by Matson Navigation in the August of 1958. And when in 1976 Matson reported on the use of containers, it began with this: in 1959 the U. S. maritime industry was loading and unloading 0.627 tons of freight per man-hour worked and with containers that figure had risen to 4,234 tons. It then reported that over that time and for that reason, too, the average length of time a ship would be on berth to load and / or discharge cargo had been reduced from three weeks to eighteen hours. And it also reported this: in 1950 the "conventional" cargo vessels in use could transport 19,000 tons of "conventional" freight at a speed of 18 knots and that with the introduction of "container ships" (i.e., those built to transport only containers) those figures had risen to 40,000 tons at speeds of nearly 25 knots.

It should next be noted that virtually all of the great many writings about the dockers on the nation's west coast have found that from their "big strike" of 1934 to the early 1960's -- and especially with their departure from the east and gulf coast International Longshore Association (ILA) and their founding of the International Longshore and Warehouse Union (ILWU) in 1937 -- they have been distinguished by a progressive and militant unity and a uniquely democratic strength. Virtually all of those writings have also viewed those circumstances as the product of an avowedly "left-wing ideology" and the dedicated work of a so-minded "cadre". By contrast - and while, of course, the union of those years was often influenced to some extent as thus routinely concluded -- the papers on this web site view those historic realities as the social products of (1) the nature of the work performed, which was in turn a product of the technologies and vessels which were then in use and the nature of the cargoes worked, 2) the contract provisions which by 1937 and to the early 60's governed the manning and technology used on all operations, as well as the introduction of various "labor saving devices", and (3) the structure and functioning of the "hiring hall" which the union had secured by the arbitrated settlement of its "big strike" of 1934.

* Sea-Land's international services were sold to Denmark's Maersk Line in Dec. 1999 and having been renamed Maersk Sealand the new combined company became a division of the A. P. Moller Group. In 2006 that company dropped the word Sealand from its name and again became the Maersk Line.

The many ways in which these dimensions of their existence would thereafter influence the personhood and character of virtually every San Francisco docker and, hence, of course, too, the nature of their union and community, will be set out in some measure in virtually all of the papers to follow. The very great influence which the hiring hall would have in all of these respects -- which, of course, those papers will also frequently detail - should, however, be briefly touched on here. So - first of all - the hall was established by an arbitrated settlement of the '34 strike as demanded by in detail by the strikers. * And with it so secured, the first and immediate obligation of the local and employers of each port was to draw up a list of those who because of their previous work on their waterfront were to be given a "registration number" as a "jointly registered Class A longshoreman" of their port. ** Those with such a number would have the right to be rotationally dispatched from the hiring hall of that port in accordance with its subsequent rules and procedures for job dispatch. And with those sequenced numbers having been assigned to those on every such list by a lottery, they would also be used to determine their respective seniority.

The parties in each port would also then jointly establish the job categories in which -- with sufficient seniority and training and /or experience -- an agreed upon number of Class A dockers could volunteer to work and hence be so dispatched in rotation. Thus, to begin with, such categories as those which follow were established as job dispatch "boards" in the San Francisco hiring hall: walking boss, ***

* That settlement is briefly discussed in Paper 17 -1 and also reprinted in 17 - 3. For the strike, also see paper 34 which reprints the appendix to The Big Strike, a justly famous - if not always quite accurate - book by Mike Quin. In ways set out below, the hall as thus established did what the union had thought and hoped it would do: it put an end to the waterfront employers' corrupting and relentlessly exploitative "shape-up". That way of hiring a labor force began each day in every port with an early morning gathering in front of a dock of those who hoped to get a job on or "against" a ship at that dock which was scheduled to be worked. Those who then got a job had got the nod of a "hiring boss" of the employer involved. Given this circumstance, each such nod was virtually always prompted by a cash bribe already paid or agreed upon with that boss or some kind of "pay-back" in kind to him.

** This designation would allow for "new hires" in any west coast port to be granted the status of "partially registered Class B longshoreman"- but not, that is, membership in ILWU local of the port in question -- for five years or more by their volunteering for a rotational dispatch to the work to be done in the hold of a ship.

*** As a rule, one such dockers was hired to walk every conventional cargo vessel to be worked so as to direct and supervise the work of longshore gangs through their "gang boss". Occasionally, a second such boss would also be hired so that one might be so employed for the hatches "forward the house", i.e., the ship superstructure, as the second was so working those "aft the house." When a ship on berth was to be worked, a walking boss or two would also be hired to supervise and direct the longshoremen dispatched to the dock "to work against the ship." And in the absence of a ship, longshoremen dispatched to work on a dock would also be so directed. With the Taft - Hartley Act being passed in 1947 over a President Truman veto, the employers sought to remove the "walkers" - as being "supervisory" - from the union's bargaining unit during the west coast longshore strike of 1948. As a compromise, however, the parties agreed that the walkers of Southern and Northern California, of Oregon, and of Washington would each establish an ILWU local as their contract bargaining and enforcement unit. For an internet outline of the complex history of those locals -- Local 94, 91, 92, and 93 -- see that provided by "ILWU - Walking Boss Locals. org."

gang boss, * "hold" men, ** , " front" men, *** and a varied, but with each hiring, a specific number of "dock" men to move the sling loads of cargo to or from the "hook", i.e., the dock location where the sling loads would be landed or hoisted and the pier shed and often, too, to de-palletize discharged cargoes or to palletize those to be loaded, and "car" men to unload and /or load trucks, trailers, and rail cars. It was also anticipated, of course, that the number and the nature of the agreed upon job categories would evolve over time. Such adjustments -- together with the adjustment of the number of dockers working in the categories -- were to be part of the work of a "Joint Port Labor Relations Committee" -- the "JPLRC", which in every port came to call "the L R C". The LRC's would also make repeated adjustments in the number of dockers who steadily worked for a single employer in certain skills, e.g., "mechanics" - for motor vehicles, "coopers" -- for repairing damaged wooden crates, boxes, casks, barrels, and other wood cargo containers, "gear" men" - for the maintenance and safety of an employer's hoisting, towing, and hauling gear, and those who steadily worked for an employer as a "sweeper" and who had been hired from a pool of permanently disabled dockers who still needed work. The union side of each LRC was to be elected for one year terms by the local of their port and the other side was to be named by its employers. And, as might be supposed, the sides would have an equal vote on all questions coming before them and all disagreements could by motion of either side be placed before a port arbitrator who had been jointly appointed by the "Joint Coast Labor Relations Committee." The two sides of each port LRC would also equally share all of the expenses associated with maintenance and functioning of their port hiring hall. And each would also jointly determine the number of job dispatchers the hall of their port would have. The local union, however, would elect the dispatchers for one year terms from those of its Class A dockers who it also had determined were eligible to run. Each local would also determine who of those elected would serve as "Chief Dispatcher" and who as "Assistant Chief Dispatcher" would so serve in the absence of the Chief. ^

As for the rotation of work opportunity amongst the San Francisco dockers which the Local 10 hiring hall was intended to achieve, these were these two ruling dictum in the '34 settlement. Section 2: six hours would constitute "a day's work" and thirty hours would constitute "a week's work" and Section 11: "gangs and men not assigned to gangs shall be dispatched so as to equalize their earnings as nearly as practicable." And, thus briefly put, these are some examples of the basic and ever-evolving "practicalities" which therefore repeatedly called for a "fair" adjustment: since weekend days are "voluntary", need hours then worked be added to the "hours worked" sign-in total; how many times a week, if at all, can a docker "take a day off during the week" with no addition to his "total hours worked" - it would come to be said that on such a day the docker had "squared-off"; if a docker "flops", i.e., fails to answer a dispatcher call of his registration number without his having squared off, how many hours -- if any -- must he add to his "total hours worked" sign-in ; how

* The position of "gang boss" and the composition of the gangs will presently be discussed.

** Dockers dispatched to a vessel to do the work of loading and /or discharging cargoes to its hold and / or its weather deck.

*** Dockers stationed on the dock and beneath "the hook" to secure or release the sling loads of cargo to or from the hoisting gear of a vessel.

^ The members of Local 10 decided early on that the candidate with the highest vote would be declared the "Chief Dispatcher" and the one with the second highest vote would be the "Assistant Chief Dispatcher".

many hours must be added to a "total hours worked" sign-in for hours worked at a skill rate of pay (e.g., lift, winch, crane, mechanic, gearman) ; and how many hours - if any - must be added for hours worked at a penalty cargo rate.*

In the absence of such vexing considerations, however, the rotation of job opportunity was achieved in the following way when in early 1982 the author was last dispatched by the Local 10 hiring hall. 1) During each quarter of the year and having completed or otherwise left each job to which he had been dispatched, each docker had several hours from that time to "sign-in" on their job dispatch "board" at the hall (or to have their partner or another pal do that for them.) 2) That was done by entering his registration number and the total number of hours he had thus far worked in the quarter on his job category "sign-in" sheet provided by the dispatchers. ** 3) With sign-in time over the dispatchers collected the sign-in clipboards and from them drew up what for each job category would be its next rotational dispatch sheet. 4) That was done by sequencing the registration numbers of those on each board so as to go from the docker with the lowest number of total hours worked on the shift in question to the one with the highest number. 5) Meanwhile, the employers were also required to call the hall with their requests for dockers and / or gangs no later than two hours prior to their thereby scheduled dispatch. 6) As those requests were received, the work in question would be posted in chalk on a very large "Dispatch Board" (i.e., of some 10' x 30') mounted on the west wall of the hall so that each docker could decide what job he would most like to work (and would therefore be "shooting for") and -- if that work had been dispatched by the time his number was called, what would then be his choice(s) 7) And, of course, at dispatch time the registration numbers would be called starting with the number having the lowest number of total hours worked *** 8) And all of the dockers thus called, except, of course, the last one, having responded by going to the dispatch window to which they had been called, would be free to pick his job from those which remained.

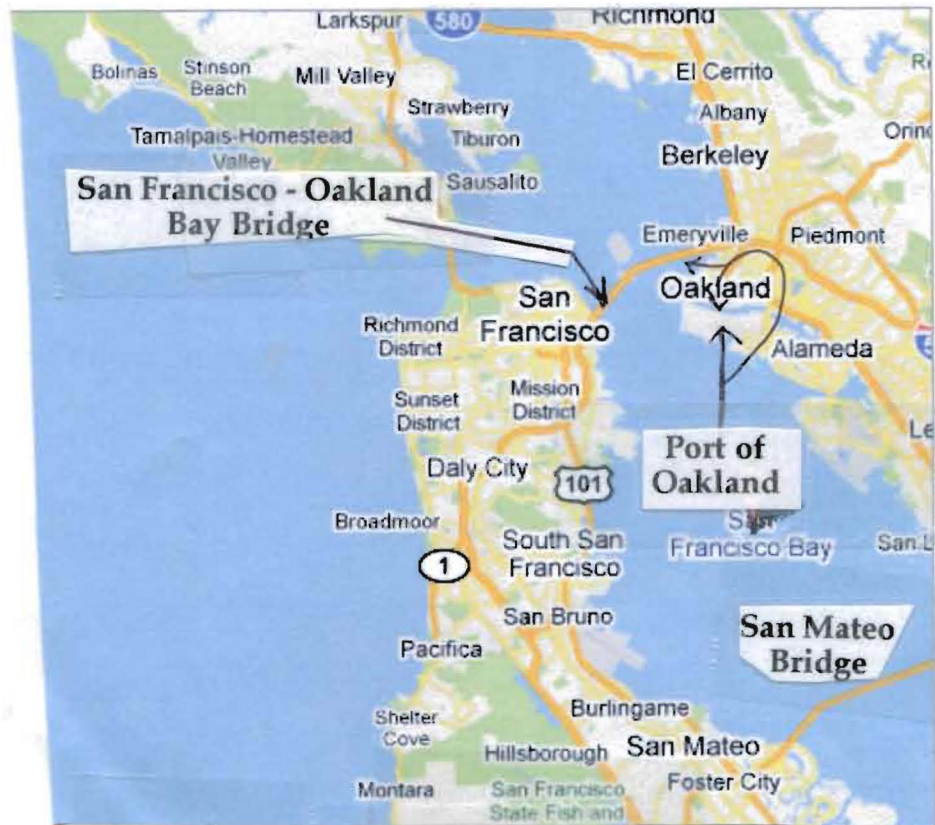
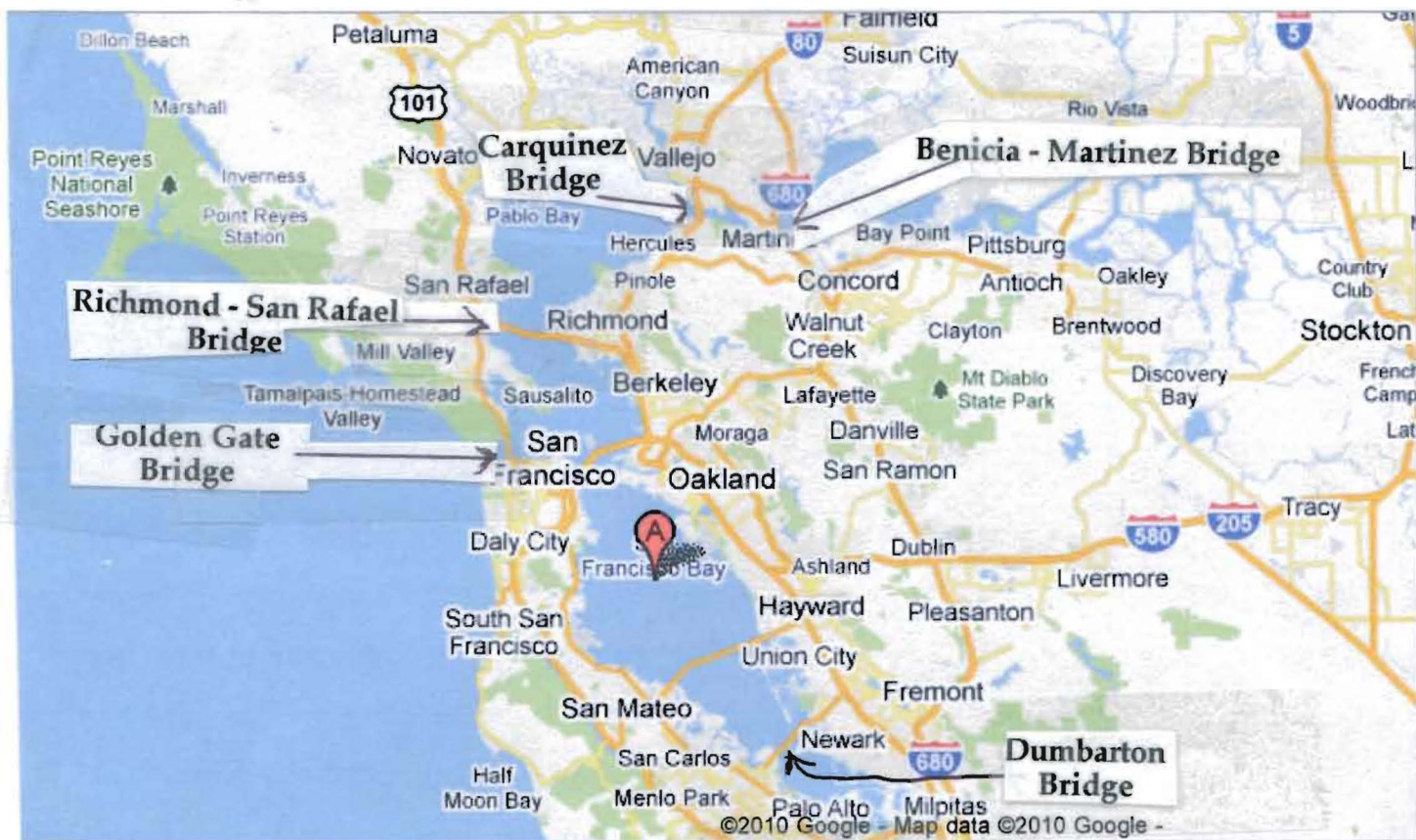
* It should also be noted that shortly after the 1937 start of the ILWU and for a few months thereafter, the hours signed in by the dockers of Local 10 as the total hours worked were called their "Moscow hours". That came about in the following way. By their 1934 demand for a six hour day and a 30 hour week, the west coast dockers had intended to share their work with at least some of the unemployed of every port. It soon was clear, however, that the local economies of every port were thereby greatly disrupted since their rail, trucking, and warehouses services were, of course, working an eight hour day or more and a forty hour week or more. With the full support of the coast LRC, those of each port therefore soon voted unanimously to work two hours of "over time" on every six hour shift, which would also be paid at the overtime ("OT") rate of "time and a half" the hourly straight time ("ST") rate wage of the first six hours. Thus, on "Moscow hours" the dockers of Local 10 began to sign-in their "6 and 2" shift as a nine hour day.

** During the "sign-in time" for each shift the dispatchers would place clipboard mounted "sign-in" sheets for each job category on a 4' high shelf running along the east side of the hiring hall.

*** It thus will come as no surprise that those of Local 10 have always called their method of rotational job dispatch "the low man out system." And it also follows, of course, that when the San Francisco LRC found that a docker had "under reported his total hours worked" when signing-in at the hall -- or , as the ranks always put it, "had chiseled on hours" and had thereby also "cheated on the brotherhood" - the offender was virtually always "de-registered" and thereby lost he right to be dispatched by the hall and also barred from longshore work in every west coast port.

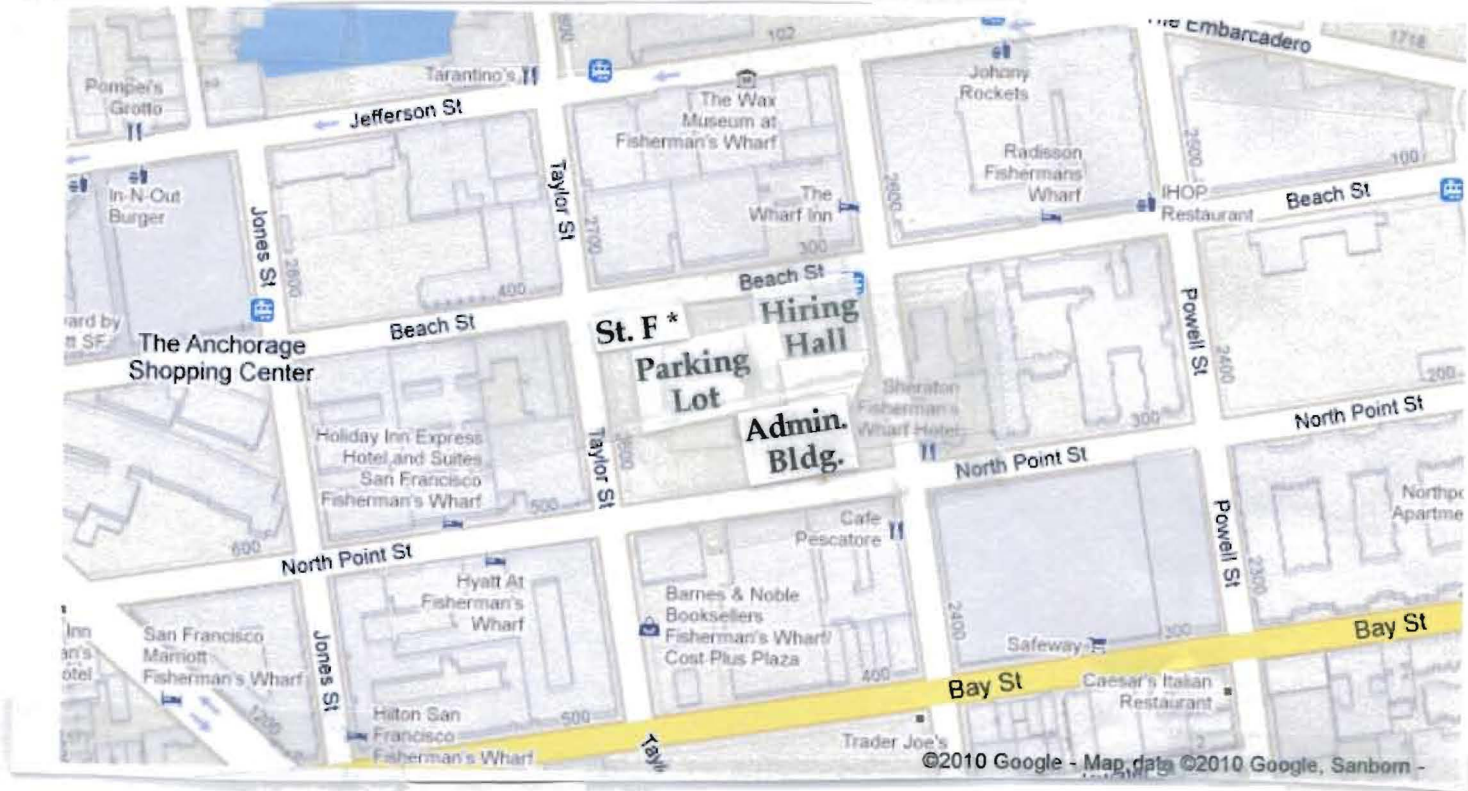
And to complete this effort "to picture" a Local 10 dispatch, each - as a rule - was conducted by six dispatchers - with two being stationed at the opposite dispatch windows of three "dispatch cages" located across the hall from its front lobby. And through the window panels of each, the docker about to "come up to bat" could see the job orders yet to be filled spread out at his eye-level on a shelf in front of the dispatcher. Each of the dispatch window panels also has a small circular opening above the just mentioned shelf which allows the dispatcher stationed there to pass to each docker a "job ticket" for the job he chose. Since, however, maps and photographs can surely be worth a great many words when trying to thus detail any such happening, this introductory guide to the papers to follow will at this point be briefly interrupted so as to so visually present the port and regional setting and, of course, the functioning of the Local 10 hiring hall. *

* For the ILWU Local 13 dispatch of "Class A" dockers (as of 9 - 22 - 05) in the nation's largest and busiest container port area - the Port of Los Angeles and the Port of Long Beach -- see Paper 31.





The Local 10 turf on Fisherman's Wharf.



* Bennie Bufano St. Francis statue -- see captioned photo postcard next page.

Foreground -- Parking Lot

Left Background - Hiring Hall Rotunda

Right / Center Background - 2 story administration building.

-- with lights on in the Business Office

Hiring Hall

Membership meetings

-- with folding chairs can seat 3000 on first floor and another 2000 in balcony.

Union events, e.g., memorials, guest speakers, holiday ceremonies.

Also rented to others for dances - concerts - political events.

Administration Building -- 400 North Point, San Francisco, California, 94133.

1st. floor - Lobby

President's Office

Secretary - Treasurer Office

Business Agent Office

Business Office

Records Office

Welfare Office

Rest Rooms

Elevator and stairs to 2nd floor

2nd floor -

View Room - meetings and events

Pensioners Office and Club Room - with open air verandah

Rest Rooms

Local 10 Administartion Building

-- Street Entrance



Local 10 Hicing Hall Street Entrance

-- corner of Beach and Mason Streets



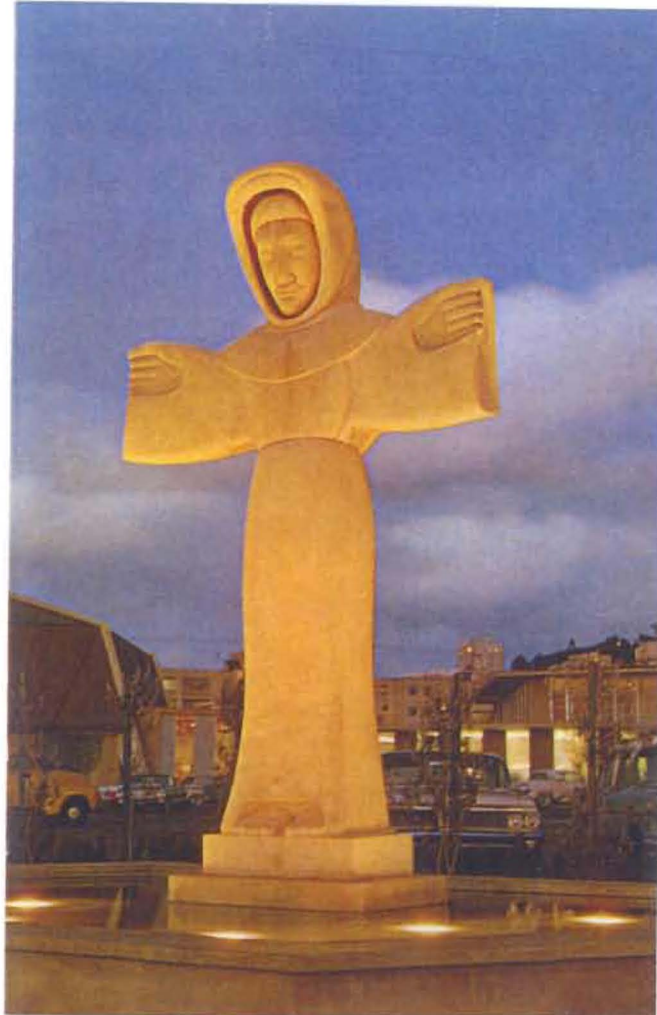
East Entrance



West Entrance - fronting on parking lot.



**Statue of St. Francis of Assisi.
Benny Bufano: 1880 - 1970.
Northwest corner of Local 10 parking lot
-- Beach and Taylor Streets**



ST. FRANCIS OF ASSISI by Bufano

This heroic statue of the patron saint of San Francisco was carved in Paris in 1926-28 out of a 20-ton block of granite. It rested unseen in a warehouse there for 27 years, and was transported to San Francisco in 1955 by friends of the sculptor. The magnificent work, called by one critic the most significant piece of art in 500 years, rested temporarily in three different locations in the Bay Area until 1963, when the San Francisco Bay Area Longshoremen's Memorial Association offered it a permanent haven with a special park and fountain to surround it on the grounds of its architecturally unique building near Fisherman's Wharf in San Francisco. The building serves the dispatching and office needs of Local 10 of the International Longshoremen's & Warehousemen's Union.

The job dispatcher "cages"
-- as viewed from halfway across the hall
... and then some closer views
of the cages and the dispatch "chutes".



**Note the hole in the glass
through which the dispatcher
gets a job slip to each passing docker
-- and the speaker boxes over which
the dispatcher calls the registration numbers
of the next few dockers to get in line.**



MEETING	UTILITY	BACK	DRY	DRY	DRY	DRY	DRY
PROMOTIONS	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
COMMITTEE	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
EXEC/BOARD	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
CHIEF/COMM	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
INVEST/COMM	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
APPE/BOARD	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
STE/COMM	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
B.N.L.M.R.	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY
MEETING	UTILITY	DRY	DRY	DRY	DRY	DRY	DRY



**Josh Williams - Capt. of ILWU Local 10 drill teams
-- posting announcement of team practice
for its 45th anniversary.**



**The drill team and its captain
led the Local 10 march in San Francisco on May Day of 2008
-- the union closed all West Coast ports for the day
to call for an end to the war and occupation of Iraq and Afghanistan
and the withdrawal of all US troops from the Middle East.**



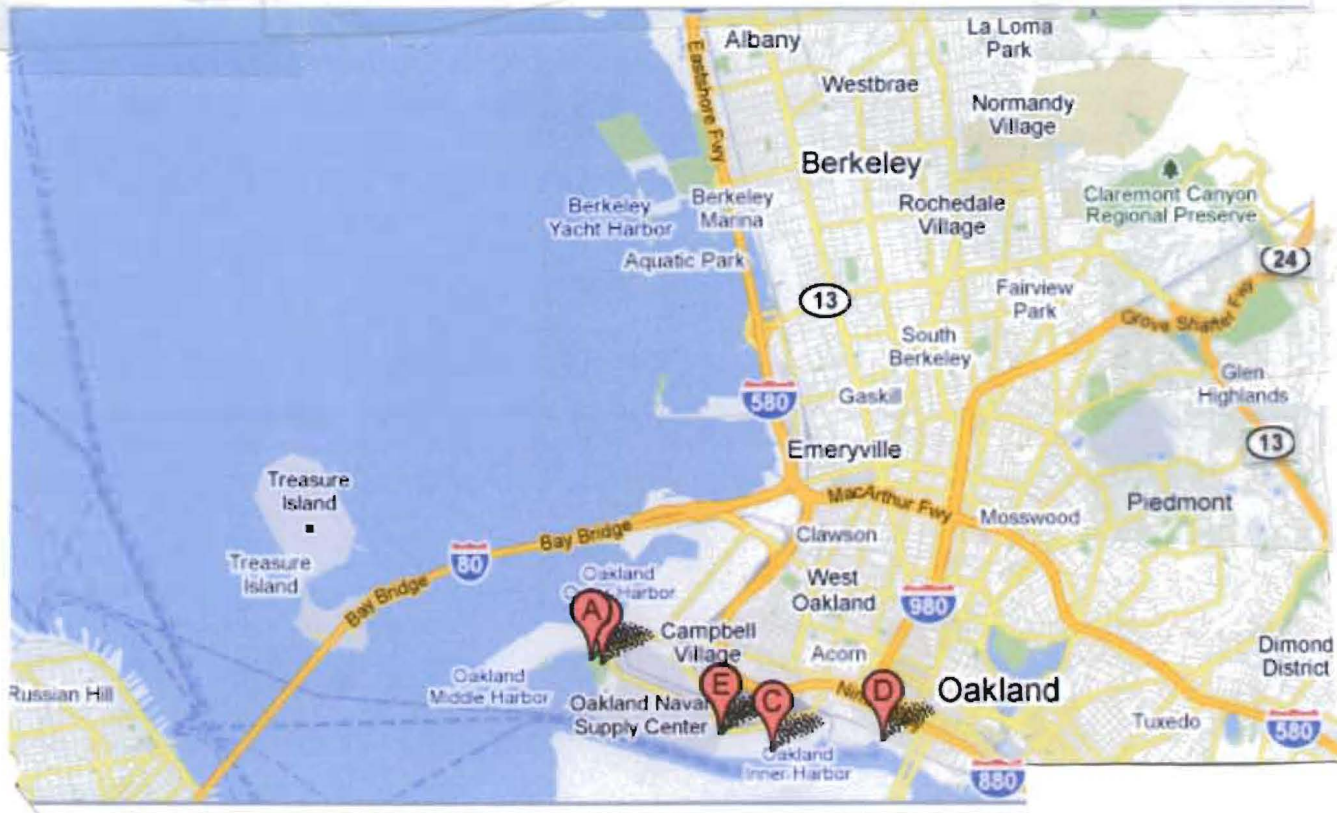
**One of the hall's glass display cases
for waterfront memorabilia
-- locted to the left and rear of the dispatcher cages
when viewed from the lobby.**



One of the locals banners from 1934 to 1937 . . .



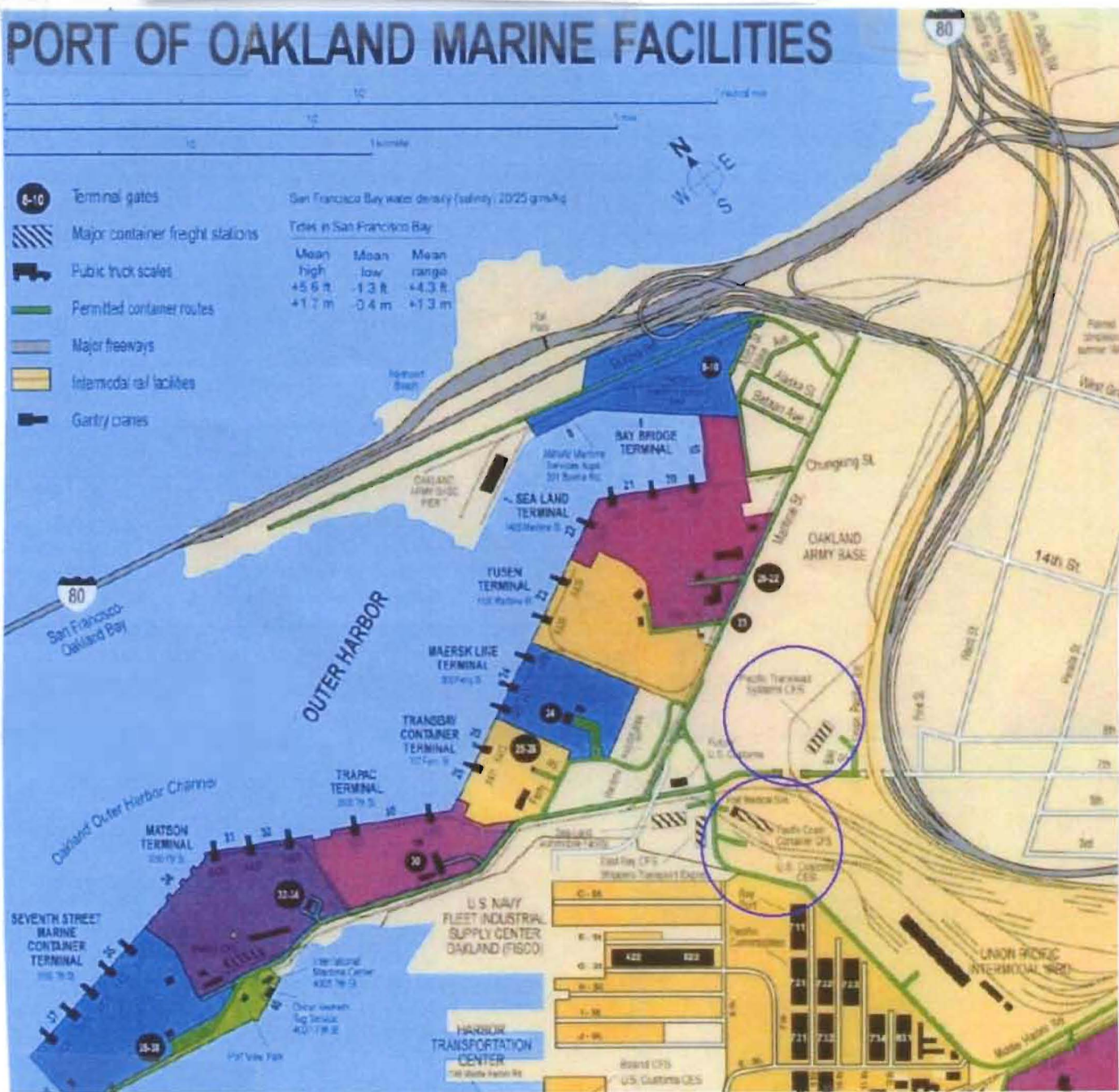
Port of Oakland -- Outer Harbor / Middle Harbor / Inner Harbor.



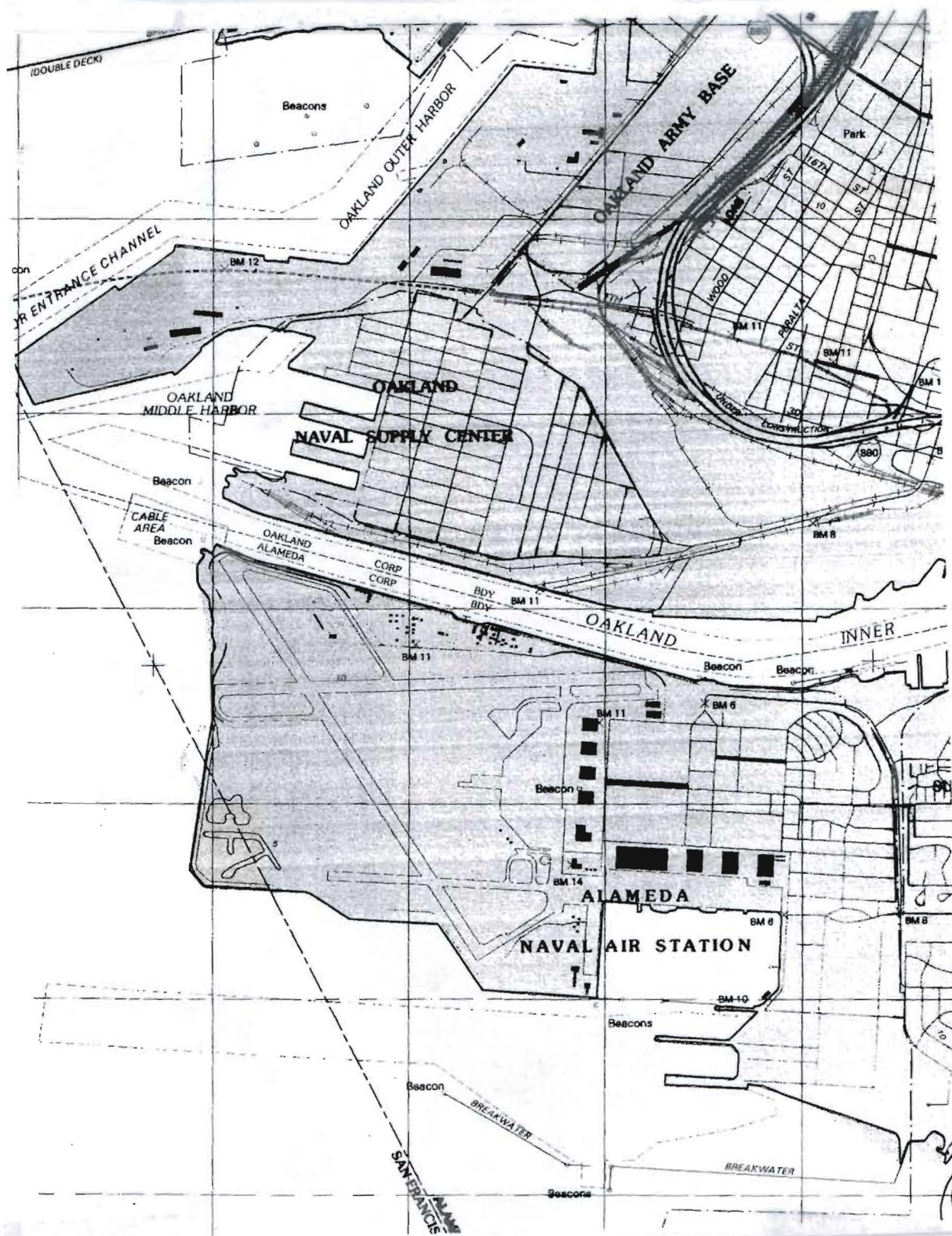
- | | |
|--|---|
| <p>A. Middle Harbor Shoreline Park
Middle Harbor Rd, Oakland, California
32 reviews</p> | <p>B. Middle Harbor Shoreline Park
Oakland, CA</p> |
| <p>C. American President Lines Ltd
1395 Middle Harbor Road, Oakland, CA -
(510) 272-2010</p> | <p>D. Port of Oakland
530 Water St, Oakland, CA - (510) 627-1100</p> |
| <p>E. Yusen Terminal
1717 Middle Harbor Road, Oakland, CA -
(510) 763-1080</p> | <p>F. SSA Marine Inc
1717 Middle Harbor Road, Oakland, CA -
(510) 433-1800</p> |
| <p>G. Stevedoring Services of America-Oakland
1717 Middle Harbor Road, Oakland, CA -
(510) 238-4400</p> | |

Port of Oakland -- Outer Harbor / Middle Harbor.

PORT OF OAKLAND MARINE FACILITIES



Port of Oakland -- Outer Harbor / Middle Harbor / Inner Harbor.



Unlike most west coast ports, the Port of San Francisco was a "gang port" prior to the 1934 strike, i.e., as an alternative to the early morning, curbside "shape-up", * its employers might hire a unit of dockers composed of a gang boss, two or three winch or winch-crane drivers, six or eight or hold men, two front men, and a varied, but with each hiring, specific number of dock men. The employers would do that by phoning the gang boss(es) whose gang(s) they wanted to work a ship the day before it arrived. And for most of the employers there had also evolved a small group of "star" gangs which they had steadily hired when needed. ** And, thus it should also be noted that among the gangs there were three or four, the gang bosses of which were collectively called the "Senators", whose job categories were always filled solely by Afro-American dockers. And, as might then be supposed, those gangs were always used for cotton. But after '34, and with the approval of those gangs, Bridges and many of his supporters successfully encouraged whites and hispanics to join them when a job category fell vacant. And with the hiring hall in place, employer gang requests for specific gangs were phoned into it, but if several gangs had fallen behind the "total hours worked" of the other gangs all would be dispatched by a "low gang out" rotation. And after '34, too, and with the employers having agreed to the innovation, when the boss position of a gang fell vacant for whatever reason, its remaining members wooed elect their new boss. But, as might be supposed, and as had been so of virtually all who in the past had become a gang boss, those so elected had almost always been a member for years of what had thus become "their" gang. And, as for their number, Local 10 from World War II to the early 1960's commonly had close to one hundred and fifty contractually defined and established gangs. *** And each weekday there often was a need for another forty to fifty "make-up" gangs, i.e., gangs of the same composition, but made up in the hall by the dispatchers on the morning they would be needed and disbanded when their work on the job to which they had been dispatched had been completed.

While the dockers had thus ended the "shape-up" and made the 'star gang' *per se* a thing of the past, the '34 settlement d the the employers the right "to introduce labor saving devices and the right and the duty to employ both the manning and the cargo sling loads which in their judgment would be required for its safe and non-onerous operation. The dockers, however, could contest that judgment on either or both of those grounds by a work stoppage and - if if they then deemed the response to their complaint(s) was less than satisfying - they could continue their stoppage and standby for an on-the-job arbitration. And by 1937 -- to put the matter briefly -- the union had thereby secured coastwise agreements which (1) specified the maximum manning of every operation then being conducted and the maximum size and weight

* For which, see p. 4, n. * above.

** Harry Bridges -- who was elected chair of the 1934 maritime strike committee and in 1937 was also elected (as he would be for the next forty years) as the International President of then newly formed International Longshoremen's and Warehousemen's Union - when last working on the San Francisco waterfront was a winch driver in a star gang.

*** Those gangs were composed of a gang boss, two winch drivers, six hold men, two front men, and beginning sometime in 1942, a forklift driver on the dock to move discharged and "to be loaded" sling loads between the hook and the pier. With varying numbers of hall dispatched dockers to work on the dock having also been dispatched to it, such gangs could be used to discharge cargoes. Bur when such a gang would also be loading cargoes, the hiring hall would, at the least, always dispatch two additional hold men to it -- and sometimes as many as four or six.

of the sling load . * These agreements and the additions to them as the union subsequently sought and secured remained in force up to the first Modernization and Mechanization Agreement ("M & M") of 1961 - 1966. ** Their termination was thus affected by that agreement in its Section 15 - "Efficient Operations": ***

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 laborer representatives while explicitly observing the provisions and conditions of the Agreement protecting the safety and welfare of the employees. "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 laborsaving devices, or removal of work restrictions.

15.11 In order to avoid disputes, the employer shall make every effort to discuss with the Union in advance the introduction of any major change in operations.

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 and the fact that during many operations all men will not be working at all times due to the cycle of the operation.

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.

15.4 Any disputes concerning the interpretation or appli-

** How these methods of "job control" (i.e., limits on the so-called "managerial prerogatives" of an employer) were secured is detailed in paper #10 below. The coastwide sling load agreement is reprinted as entry #5 in paper 18.

*** This contract and the second M & M of 1966 -1971 are reprinted in Paper 16. It should thus be noted, too, that the second M & M was followed by the longest strike in the nation's maritime history. And, as for that strike, see this forthcoming paper: "The Closing Years of Harry Bridges as the International President of the ILWU."

^ This section was in accord with the "Memorandum of Agreement" which the parties signed on Oct. 18, 1960. See entry #14, paper 18.

cation of provisions of the Agreement relating to the subject matter of this Section 15 may be submitted directly to the Joint Coast Labor Relations Committee.

15.4 Any disputes concerning the interpretation or application of provisions of this Agreement relating to the subject matter of this Section 15 may be submitted directly to the Joint Coast Labor Relations Committee.

Section 15. 11 also led the JCLRC to quickly agree that employers who wished to introduce a "major change in operations" would submit and thereafter discuss a written proposal for that change and the manning it would require to its union members. This being so, such submissions - dubbed "T - Letters" * - came to authorize virtually all of the many operational changes which in words and photos the parties reported upon in Men and Machines, which they jointly published in mid-1963. ** That publication, while detailing, of course, the initial changes occasioned by containers, was very largely focused, as were the employers during the first M & M, on changes of gang size, the manning for the handling of conventional cargoes on the dock and the machinery and methods for bulk cargo operations, e. g., scrap iron and wheat. And, that, in turn, was largely because those changes were far less costly than those entailed by containers. And, indeed, the containerization of most west coast cargoes was delayed to and beyond the summer of 1967, not by contract constraints, but by cost.

Prior to a 1948 strike, the only dockers who an employer could employ on a "steady" basis -- as distinct from those who were rotationally dispatched to all employers by the hiring hall -- were largely those who did a skilled specialized work, the good performance of which was vital to the safety of all who were working the docks and ships. Such work was done by auto and truck mechanics; by "gearmen" - who maintained their employer's hoisting and towing bridles and gear in a safe condition; and by "coopers", who made wooden boxes, crates, and frames to insure the safe handling and transport of cargoes and also repaired like items when damaged. And by tradition, the union had always sought to place older and / or injured dockers in a steady "sweeper" or "janitor" job. But during that strike of 1948, the San Francisco local finally agreed to this: upon the request of an employer, one steady dock worker would be provided each pier. It was also understood that any such man would have to be approved by and "come from" its Stewards Council and would thereafter also serve as the dock steward on the pier in question. The local also placed restrictions as to the work of the steady dock steward:- he could only perform such "utility" work as would facilitate a terminal and / or ship operation, but could not be used "in production", i.e., they could not work in a terminal operation or work "against" a ship. And, as it then happened, it was not until the talks which led to the M & M agreement of 1961 -1966 that the employers again -- and also, again, unsuccessfully - raised the question of "employing steady men in production." And that they did when they sought to gain the right to employ steady crane drive, which they did since some of the shore-based cranes in Los Angeles / Long Beach and, some,

* This choice of words was evidently intended to suggest to any "not too well-informed party" that each such proposal somehow involved a new technology.

** Lengthy excerpts and numerous photographs from this publication appear as Article 19 on this web site. Also see article 22 -- The San Francisco Waterfront: Other Technological Change on Shore and at Sea in the First Two Decades of "The Container Revolution."

but fewer, in Seattle, too, were being so driven - and traditionally had been so driven - by members of the Operating Engineers. But with ratification of the M & M agreement and its Section 15, the union agreed in August, 1962 to the steady employment of such dockers when those operators pursuant to an NLRB ruling left their union and - after a year- joined the ILWU, while keeping their jobs. That it did in what was called the "Crane Supplement" to the first M & M. It was also printed as such in the printing of the second M & M (1966 - 1971). The sections of it which provided for such employment - as distinct from that of the hall dispatched crane drivers of LA / LB and Seattle and the steady gearmen of LA / LB who also drove cranes -- now follow.

5. Steady Men

5.1 Any employer may employ one or more steady crane drivers.

5.2 To have a steady crane driver, the employer must guarantee monthly pay of Six Hundred Dollars (\$600.00).

5.21 A crane driver may be put on a steady basis at the beginning of any payroll week and may be returned to the hall at the end of any payroll week. In either case his guarantee shall be pro-rated.

5.3 Steady crane drivers may be worked by the employer any twenty-two (22) days in the month by orders given the crane drivers directly by the employer, and may be used to complete any job that has been started within such twenty-two (22) days.

5.31 The provisions of 5.3 do not apply to steady gearmen who drive cranes.

5.4 A steady crane driver may be assigned to gear work at the crane driver's rate. The pay shall be charged against the monthly guarantee and the day shall be charged against the twenty-two (22) days provided for in 5.3.

5.41 A steady man who works more than half of his time at the crane driver's rate in any month shall, for such month, be deemed to be a steady crane driver for purposes of 5.4 only.

5.5 A crane driver from the hall may be replaced at the end of any job by a steady crane driver.

5.6 A steady gearman may be assigned by his employer to crane work for which he is qualified as recognized by the Joint Port Labor Relations Committee.

With this set out, the ways in which the employers would be provided with competent dockers for crane work were also thus addressed.

6. Competent longshoremen shall be provided for crane work in accordance with §9.3 of the Pacific

* This choice of words was evidently intended to suggest to any "not too well-informed party" that each such proposal somehow involved a new technology.

** Many excerpts and photos from this publication are presented in paper 19 below. Also see paper 23: The San Francisco Waterfront: Other Technological Change on Shore and at Sea in the First Two Decades of "The Container Revolution".

Coast Longshore Agreement

6.1 Longshoremen (including gearmen) who have appropriate skills as crane drivers will be declared eligible to check in on the certified crane drivers' board at the dispatching hall. A crane driver must be certified by the Joint Port Labor Relations Committee before he can check in on this board. The number of men allowed to check in as regular crane drivers shall be limited by the Joint Port Labor Relations Committee so that the crane drivers will have skills and will maintain the skills of the regular performance of crane work.

6.2 The Joint Port Labor Relations Committee shall place longshoremen (including gearmen) on lists of specialist crane drivers for specialized longshore cranes requiring special skills. The number of men on any list of specialist crane drivers shall be limited by the Joint Ports Labor Relations Committee so that the specialist crane drivers will have skills and will maintain the skills through the regular performance of the specialist crane work.

6.3 Where a certified crane driver, other than a steady man, is on work not covered hereby, he will be replaced by the joint dispatcher whenever necessary so that certified crane drivers will be provided to do the work covered hereunder. When a specialist crane driver, other than a steady man, is on work not covered hereby or on general crane work, he will be replaced by the joint dispatcher whenever necessary so that specialist crane drivers will be provided to do Specialist crane work.

6.4 Any certified crane driver shall be decertified and denied check-in privileges as a crane driver, or restricted therein, by the Joint Port Labor Relations Committee for cause. Any specialist crane driver shall be removed from the list of specialists, or restricted therein, by the Joint Port Labor Relations Committee for cause.

6.5 A certified crane driver who refuses to accept a dispatch when checked in at the hall or through replacement while on a job other than crane work shall be charged with hours worked for purposes of work equalization in dispatching as provided by the Joint Port Labor Relations Committee.

6.6 When there is not available for regular dispatch to operate any particular longshore crane a competent registered longshoreman who has been previously certified as competent to operate such crane by the Joint Port Labor Relations Committee, a steady crane driver not being used by his steady employer and who is available shall be dispatched. If the job can not be so filled, nonlongshoremen may be employed for such job and may be used to complete one or more shifts until the job is finished or such a certified competent registered longshoreman is available.

6.61 If a steady crane driver is dispatched by the hall to his steady employer pursuant to 6.6, this employer

may use him to complete the job for which he is dispatched, or for only one or more shifts on such job, and the work thereon will not be charged against the twenty-two (22) days provided for in 5.3.

6.62 A steady crane driver dispatched under 6.6 shall be replaced by the joint dispatcher, or by his ordering his own replacement, so that he shall be available to his steady employer whenever such employer calls him back.

6.7 Non-longshoremen who have operated "old equipment" on the waterfront to do longshore work will be offered the equivalent of registered status for dispatch as a longshoreman to operate any tools covered hereby. Men accepting such status will have an obligation to make themselves available for all crane work, including any specialized longshore cranes on which they have special skills. Appropriate arrangements will be made to protect the pension rights of these individuals, such arrangements to be worked out on an individual basis.

And, finally, too, the manning alternatives which the employer would thereby have were also thus detailed.

7. Manning

7.1 The employer has the following alternatives with respect to manning.

7.11 One crane driver may be used where directed by the employer, the hatch tender not to be a crane driver on jobs of short duration and on cranes not used in the direct movement of cargo in and out of the ship. This provision is subject to further review by the Joint Coast Labor Relations Committee.

7.12 At his option the employer may employ two (2) crane drivers for one piece of equipment, the two (2) crane drivers to tend hatch and to drive the equipment. In such cases they shall relieve each other.

7.13 At his option the employer may order one (1) crane driver per crane plus one (1) relief crane driver for each five (5) cranes, or fraction of five (5); in such cases the hatch tenders shall not be crane drivers. This provision shall be subject to further review by the Joint Coast Labor Relations Committee.

7.14 A combination crane driver-winch driver may be ordered. He may drive winch and drive crane, but shall receive the crane drivers' rate for the entire job.

7.15 A winch driver on the job may be temporarily assigned to drive crane; when ordered to do so by the employer, he shall receive the crane driver rate for the period he is driving crane and for the balance of the shift.

7.2 Gangs without unnecessary men, as provided for in §15.2 of the Pacific Coast Longshore Agreement, shall be dispatched for longshore work involving the use of cranes. Such gangs may be make-up gangs. The Joint Port Labor

Relations Committee may make provision for organized crane gangs.

7.21 When two longshore crane drivers are employed under 7.12, the gang shall not include a hatch tender or a winch driver.

7.22 When a longshore crane is driven by a non-longshoreman pursuant to 2.6 or 6.6 hereof, the gang shall not include a winch driver or a crane driver. No "witnesses" or "standbys" or other unnecessary men shall be used in connection with the crane driving, and the use thereof shall be in violation of the Agreement.

The first west coast contract provision for "steady skilled dockers" to work "in production" and, of course, "against a ship" was then with bold type thus ended: "8. Local rules contrary to any provision of this supplement are hereby rescinded." With the date of its signing - August 10, 1962 - having been given, it then was signed by Harry Bridges and L. B. Thomas * for the union and J. A. Robertson for the PMA.

And, as it also then happened, the employers fully breached the hiring hall in 1966 by securing the 9.43 job category provision of the second M & M. By omitting such jointly stipulated seniority and training and promotion requirements as had long been set out for dockers to work in every other job category, they gained the right to steadily employ -- *without limit as to number or length of time -- whoever they chose and also deemed as qualified to drive any or all of their power equipment.* It may, of course, be that both of the parties hoped to deceive some of the dockers, at least, by placing 9.43 at the end of Section 9 - PROMOTIONS" of their new M & M and by starting it as they did. **

* L. B. Thomas was a former president of Local 13 who had been elected to serve on the Joint Coast Labor Relations Committee.

** Section 9 read as follows up to 9.43.

9.1 The principle of promotion from the ranks is hereby recognized and agreed to.

9.2 There shall be established in each port a joint committee of registered longshoremen and of employers. It shall be the duty of such committee to establish qualifications for promotions to classifications covered by this Contract Document, including trainees, and to pass on all such promotions. The promotions committee shall determine the trainees under policies laid down by the Joint Port Labor Relations Committee. Such qualifications shall include length of service in the industry, competency and ability to perform skilled operations, or to direct work and skilled operations, ability to handle men and to secure conformance to the Agreement and to maintain and promote harmonious relations on the job and between the parties to this Agreement

9.3 Competent men with adequate experi-

In any event, however, 9.43 then read thuly.

In addition to other steady employees provided for elsewhere in this Agreement, the Employers shall be entitled to employ steady, skilled mechanical or powered equipment operators without limit as to numbers or length of time in steady employment. They shall be entitled to the Contract guarantees as provided in Section 3. 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.
(See Addendum, Steady Skilled Men.)

ence or training shall be made available for all tools and equipment to be operated by longshoremen.

9.31 Subject to the ultimate control of the Joint Coast Labor Relations Committee, the Joint Port Labor Relations Committee shall provide for the availability of the necessary men when there are not sufficient such competent longshoremen available.

9.4 The Employers will train skilled men and administer the necessary training programs. The Employers must be satisfied as to the qualifications of the men so trained and make the determination that they are skilled men. Such men shall be jointly certified. In turn, the men so trained, as well as the men already trained and / or qualified have the obligation to work in the skills in which they have been trained or are already qualified.

9.41 Trained and/or qualified skilled men shall accept work in their skill when checked in for work or while working in other categories. Failure to do so shall result in removal from the qualification list of the skill in which they are failing to work, and such men shall not be eligible for future promotion or future skilled training programs.

9.42 The Joint Port Labor Relations Committee shall provide as a part of the local Dispatching Rules an orderly procedure whereby skilled men who are on the skilled lists shall work as provided in 9.41. This procedure shall not include a skilled man working out of category when there is no work available for him in that category, but should the need subsequently arise for his skill(s), he will be replaced and will accept the skilled job.

And as for the addendum thus referred to, it appears on pp. 161 - 164 of the "pocket" edition of the second M & M published by parties and, of course, will now be cited in full.

STEADY SKILLED MEN CLRC No. 14, October 11, 1966 (Item 1)

The Employers inquired as to what the Union had in mind in implementing the "Steady Skilled Man" provision of the new Agreement.

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;

1. A guarantee to skilled men regardless of category at a minimum of 173 hours per month at the 15 cent differential shall be paid to steady employees. Such guarantee shall be paid irrespective of how long an individual is retained during any month as a steady skilled man; provided, however, that should such steady skilled man be released for cause during any month, the guarantee shall be prorated over the period such employee was retained as a steady man;
2. Should a steady man be upgraded, he will receive the applicable higher skill differential for the balance of the shift regardless of the period of time of utilization on the equipment carrying the higher differential;
3. All hours worked (including dead time hours under the 8-hour guarantee) by such steady man will count against his guarantee;
4. Travel time will not be a part of the guarantee;
5. The guarantee is not a limitation of the employers' right to work such steady men over and above such guarantee; i.e., the guarantee represents a minimum payment for the privilege of obtaining steady skilled men;
6. It is not intended to allow an employer to hire steady skilled men so that he may then order longshoremen to make up a basic gang, thus avoiding using a basic gang from the hall;
7. Where a skilled man is required for a job of short duration the employer may use his steady skilled men.

The Union members of the Committee agree in principle with the above proposal and as a result thereof, it was agreed that with the above as the basis for employment of steady skilled men, the employers may begin discussing such employment with the men and employing steady men. It was further agreed the Crane supplement provision on steady men are retained.

**CLRC No. 17, November 8, 1966 (Item 1)
Steady Skilled Men**

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 of 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.

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 members of the Committee reaffirmed the agreements reached and stated for the record that they, as well as the Employers, are obligated to follow the agreement, and they intend to enforce it.

The Committee then considered certain specific questions that have arisen relative to the implementation of Section 9.43, and agreed as follows:

Q. Will the provisions of Section 9 be applicable with respect to the appointment or selection of steady skilled men and will a steady skilled man be considered as a man promoted when compared to a hall man of the same skill?

A. The appointment or selection of steady skilled men is not to be considered a promotion as contemplated by Section 9.2 of the Agreement.

Q. In some instances, men not presently listed in any skilled category in the hall have been approached about accepting steady skilled jobs. In addition, some of these men have only recently been promoted to Class A status. What action will the seniority provisions of 9.2 have with respect to such men as opposed to older, more senior skilled men?

A. The Coast Committee agrees that the seniority provisions of Section 9.2 have been met by those men who are presently eligible for dispatch in accordance therewith; however, while the employer is to seek his steady skilled men first from those skilled men presently eligible for dispatch in a skilled category and second from the remainder of the workforce, the employer is *not* obligated to seek such steady men from the first group on the basis of seniority but rather on the basis of ability and competence as determined by the employer and the employer is not obligated to exhaust the first source before moving to the second. However, when considering the remainder of the workforce, men not skilled or not already promoted will have to meet the requirements of Section 9.2.

Q. Several companies have approached their present steady gearmen with requests that they transfer to steady skilled status. Are such transfers permissible and is a gearman to be considered as a skilled man for the purpose of 9.43?

A. Gearmen are already in a skilled category. Such men who presently possess a second skill or acquire such skill, as contemplated by Section 9.43 to the satisfaction of the employer, may be approached and asked that they transfer to the status of steady skilled men.

Q. The same question applies to men presently employed as steady crane operators ?

A. A steady crane operator may request or be requested to change his status from that enumerated in the Crane Supplement to that established in Section 9.43 of the Agreement and governed by Item 1, CLRC Meeting No. 14-66. The change of status is, of course, the man's option.

Q. 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?

A. 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.

Q. Can a steady skilled man provide relief to the lift driver attached to the gang who is servicing the hook?

A. Yes.

These minutes are then abruptly ended with the following information.

There were other questions of application raised that the parties will discuss at their next meeting.

As for the first of these CLRC deliberations, one of the historically most important employer proposals to which the Union members here agreed was the fifth, wherein the *minimum* pay guarantee for 9.43 dockers as provided in that proposal was 173 hours per month at the 15 cent differential - was thus emphasized as being, indeed, the *minimum*: "The guarantee is not a limitation of the employers' right to work such steady men over and above such guarantee, i.e., the guarantee represents a minimum payment for the privilege of obtaining steady skilled men." And, as might then be supposed, this proposal is here said to have been one of the most important since those recruited under the provisions of 9.43 -- *whatever* the hours they worked -- routinely came to receive an income substantially higher than that received by skilled crane / winch / and forklift operators rotationally dispatched by the hiring hall. * And while much of what was agreed to by the union in the second of these meetings was later questioned by Local 10, the most important thing to comment on here are the San Francisco and LA / LB work-stoppages which thus were also discussed since such had erupted when the employers sought to recruit 9.43 dockers. And that is because the PMA --- having thereby learned that it would thus "unite the coast" -- decided to thereafter seek 9.43 dockers *only* in Local 10. ** And, at the same time, it was far more aggressive with Local 10 than with any other local in seeking to implement all of the other new rights - and especially those related to the use of containers - it thought its members had secured with the second M & M. And that it did for these basic reasons: (1) it and its members understood - as did, of course, the union's International - that the Port of Oakland would be the first - and also for quite sometime - the only large container port on the coast. *** And that was because its "Oakland Army Terminal" was destined to be the major supply depot - and virtually the only one for sometime, as well -- through which would pass most of what would be needed for the war in

* As something of an aside, it should be noted here that the present author, as a Local 10 Business Agent and as its Secretary- Treasurer, spent many fruitless hours in preparing for and participating in arbitrations hoping to get at least some measure of income equalization between these hall job categories and the 9.43 dockers. And, indeed, since the 9.43 incomes were never revealed to the union, he was simply trying to equalize the work opportunity of those from the hall with the 9.43 minimum guarantee of 173 hours. It should thus be noted, too, that the author, as a member of the union's 1973 coast negotiating committee, was also told by the President of the PMA - Edmund J. Flynn - that "Our members understand that they will not get 9.43 men without providing an economic incentive." And it should be noted, too, that President Bridges often said things of this order at Local 10 membership meetings: "The 9.43 people negotiate their own contract and that's a private matter" and "Every worker wants a steady job" and also often called the 9.43 provision "an affirmative action program."

** Upon inquiry, Lincoln Fairley - the retired Research Director of the ILWU and author of the excellent Facing Mechanization -- The West Coast Longshore Plan (see fn. *, p. 22 below) - once told the author: "There never were 9.43 in Los Angeles."

*** The delay of containerization elsewhere - and especially, too, the northwest - was occasioned, of course, by the need for a lot of capital for an expansion to any port.

Vietnam; (2) with both the PMA and the International being headquartered in San Francisco, Local 10 was also for both "the closest local at hand" and "the easiest to watch;" and (3) Local 10 had always been the union's largest local - and as "the home local of Bridges," it had also been for years the politically most important. And to judge from subsequent history, the PMA - if not, indeed, the union -- also chose to focus on 10 partly because it was thought that, with half or more of its members soon to be Afro-Americans and with the Black Panther Party having been founded in Oakland and with it and Huey P. Newton also well established there, its unity might be very much weakened * -- and, *even*, too, without any "help" from its member companies. **

In any event, and when Local 10 finally got from the PMA the number of steady dockers it had from its ranks, these were its figures as of March 10, 1970: ***

9.43 Skilled Men	82
Crane Operators	14
Gearmen	67
Coopers	26
Sweepers	9
<u>CFS Utility Men ^</u>	<u>10</u>

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With the last of the above listed dockers (i.e. the registered longshoremen of the ports of San Francisco Bay who were working steady in a "container freight station") having thus been introduced, it should first be said that the word "container" is not in the text of either of the M & M Agreements. That singular fact did not occur, of course, because the parties prior to the first M & M were unaware that containers were increasingly being used, nor in 1966 were they unaware that the long anticipated "container revolution" would on their coast soon begin in earnest. On the contrary, the word had not entered those agreements because neither party knew how they together might best secure at least some of the work of "stuffing" and "unstuffing" freight to or from *any* of the containers destined to pass through their ports ^^.

* The international was also, of course, well aware that such would soon be so. And, indeed, with the hiring of its "1967 B - men", it announced at a Local 10 meeting that fifty-four percent of its registered A and B workforce was Afro-American.

** During its many conflicts with the PMA which led in 1969 to the Port of Oakland becoming the nation's second largest container port - being second only to those of Greater New York -- the local got many reports that some of the employer on-the-job reps in Seattle and Tacoma had been heard to say things of this sort: "Local 10 gets all the trouble it does because of one thing: its got too many Blacks." And - as might be supposed - such was often reported as having been said in far more starkly racist terms. Given this, it should be noted that the author once saw, but now cannot find, a record of Paul St. Sure -- the President of the PAM during the negotiation and the functioning of the first M & M-- having to warn two Seattle employers that the racist behavior and comments of some on their staff was not to be tolerated.

*** San Francisco Labor Relations Committee, Meeting # 20, March 10, 1970.

^ These "container freight station" dockers will presently be discussed.

^^ This language -- used to distinguish the work in question from that involved in "loading" and "unloading" containers to or from a ship had been quickly and widely adopted by the industries destined to use or transport containers.

But with containers arriving in and departing from the ports of San Francisco Bay and San Pedro Bay in the number they did by the summer of 1967, the dockers of those ports forced the parties to talk of them by staging "wildcat" walkouts. The employers, however, began and ended those talks with this as their bottom line:

"For the union to get any stuffing and unstuffing work it would have to be done by steady unskilled dockers and steady and trained forklift drivers -- be they Class A dockers or Class B new hire dockers -- with wages and conditions less than those of the coastwide agreement."

And with that, some in Local 10 -- with strong support from Bridges, the union coast committee, and the union side of the JCLRC -- soon began to argue this:

"Since A men would not take such jobs and since all such work would have to be covered for us to keep it, we sure would need a new hire of B men."

But with the local recently having some pretty lean times, there was a lot of resistance to that and, in fact, it was also initially led by the president of the local -- who, as might be supposed, had been a loyal to Bridges and his supporters for years. But after a lot of international pressure -- "... and since", as he would eventually put it, "we could get the containers tomorrow" -- he and the membership by a vote at a membership meeting soon agreed to a new hire of two hundred. So, a new hire was also soon made and - as it turned out - it was also made more than a year before the January 5, 1970 signing of what would be advertised by the International and its union negotiators as "a contract to get the container work": the "Container Freight Station Supplement" to the coast agreement. * And shortly after that hire, the local also learned that, rather than two hundred, six hundred and thirty-six new dockers had, in fact, been hired. ** And, as is indicated by the CFS figure above, the number of CFS jobs for Local 10 as of March 10, 1970 was very small. And given, of course, the number of 1969 new hires, their work opportunity was -- to say the very least -- a total disaster from the start. And shortly after the parties ratified the supplement, it

* A copy of this supplement is reprinted as entry #17 of Article 18. It was signed by Harry Bridges and the union's California and Washington members of the JCLRC on Jan 5, 1970..

** Having learned of this, the author called a union CLRC member to ask of it. He explained thusly: "The union finally felt that more than four hundred will quit the front before they get an A book." And in this connection it also must be noted that during what would be the end of "the container talks", a rank-and-file committee of five (which included the author) was elected at a membership meeting of Local 10 and given the task of finding out whatever it could about some phony job dispatch slips which the PMA had laid on the desk of the local's president with a request "to look into this." And, as it turned out, his suspicions proved correct: night jobs were being sold by one or more of the local's elected job dispatchers. But in its report to the membership, the committee also had to report that it was not sure who was doing the selling. And it had also learned that places on the then upcoming new hire list were also being sold -- again, by unknown parties -- for a going rate of \$500.00. And, indeed, some were even being sold with "a money back guarantee." And, evidently, that was also being done by parties with little, if any, connection to the waterfront or Local 10 since, if enough people to thereby sought a "B - book", some, at least, would surely "get the nod" and their money then kept.

was legally challenged as constituting an illegal restraint of trade and - after considerable time with very little use - it was also found to be such and hence was utterly undone. *

With these dimensions of the Pacific Coast "container revolution" having thus been suggested, the discussion must return to the "T - Letter" which, as noted on p. 10 above, became the contract means whereby the employers realized operational on-the-job changes. So - by May of 1962, forty-seven such letters had been received by the union and thus thereafter discussed in meetings of the JCLRC, but only six on new operations and eight on existing ones had received committee approval. ** Thus, in an effort to speed up that part of its work, the committee agreed the following month to establish a "manning" subcommittee and also authorized it to agree to such proposals, while providing, too, for prompt arbitration in the event of disagreement or delay by either party. And, indeed, its speed up was such that the first objection the union had was to T -Letter 114. That letter was dated December 21, 1965, and the union lost the subsequent arbitration on July 1, 1966. This is the letter in question.

The mechanism is a lifting device attached to the ship's gear on which loads will be placed by a lift driver in the hold. In a discharge operation the opposite will take place. This mechanism is electronically controlled by the hatchtender so that it can be turned by him to face the lift driver at all times. The use of this device eliminates any need for men on the front or in the hold to sling or unsling. Unit loads, including pre-palletized loads, will be handled to and from stow by the lift driver.

A version of this device is pictured on p. 69 of this web site's Article 19 -- The San Francisco Waterfront: excerpts from Men and Machines. That version -- used, as you will see, for the loading and discharge of automobiles -- was authorized by T - Letter #118 and came to be called a "cage". Those for other cargoes and authorized by other letters were commonly called a "robot".

As might be supposed, the T - Letter procedures as they had evolved during the first M & M were retained in the second. But with the employers having produced such letters in the number they had, they stated at the first CLRC meeting after the second was signed that they would publish "a condensed version of all of agreed to T - Letter mannings to be distributed to the Union and employers for reference." On the other hand, "the Union" meant, as it always did, the International union -- not the locals. And -- whether or not such was ever published, and despite repeated requests to the Union's Coast Committee to either insist on such a publication or to finally get copies to all of the locals, no such thing was ever received by those of Local 10 -- or, as far as I know, by those of any local. And, of course, too, copies of T - Letters in which other devices and other reductions of manning had been approved were not routinely, nor ever promptly sent to Local 10. And, as a result, some of its business agents -- who also happened to be pro-Bridges and Coast Committee -- when asked about an ongoing operation began to have a stock reply: "There's a T - letter on it, so

* See Lincoln Fairley's "Container Freight Station Supplement" chapter (XI) in his Faing Mechanization: The West Coast Longshore Plan - XI, Institute of Industrial Relations, University of California, Los Angeles, Monograph Series: 23, 1979, pp. 271 - 295.

** JCLRC Minutes, May 15, 1962.

work as directed." And they also justified that response by quickly referring dockers who questioned what an employer rep had directed them to do to this entry on p. 3 of the Index to the "pocket" edition of the second M & M: "Working as directed Section 10.6 p. 59." *

And, of course, it must next be noted here that - as the end of the second M & M drew near and after two months of contract negotiations - the parties recessed. And shortly thereafter, the dockers by a vote of 9,317 to 343, authorized the union's coast committee to call a strike if an agreement had not been reached by July 1 -- the end of the second M & M. And having thus gone on strike for over three months, President Nixon imposed the so-called ninety day "cooling off" injunction of the Taft-Hartley Act. Our strike, however, was then resumed for what finally turned out to be a total of one hundred and thirty-five days -- the longest in the history of the nation's maritime industry. ** It may thus be said that the postings here will focus on the changes occasioned by the contract provisions for "efficient operations", "no unnecessary men", the introduction of "labor saving devices" since they largely occasioned that strike. *** And while the changes thereby made in the slowly disappearing "conventional" operations will be set out, those occasioned by the growing use of containers will especially call for attention since they radically changed the nature and organization and the allocation and dispatch of work performed by San Francisco dockers and, hence, of course, too, their relationships both on-the-job and across-the-table. ^ And such will also be so since in time those changes would virtually elim-

* And also as a result, the author often told this story.

... My gang caught a Saturday job and a question of manning came up. So - as the steward of the gang - I called the BA to ask about it. And with the answering service putting me through to his phone at home, I told the lady who answered that I was a docker and wanted to speak to him about a problem on the job. So, having said that he wasn't there, I'm thinking, of course, he's at the track or a Giant's game. But the lady then asked what the problem was. So, thinking she would pass it on, but probably knew little about the work, I was going to do the best I could. But I had only just started and she was back with this: "Work as directed." So - course, in one way, a dime well spent since me and gang sure learned with that call where our local was at.

It should also be noted here that the only "docker friendly" change during the second M & M was this: they could no longer be "sent to supper", i.e., prior to this and "to finish a ship", the day shift dockers - whose regular quitting time was 5:00 PM - could be sent to supper at that time with orders to return at 6:00 PM to then work as late as 9:00 PM to finish a ship. But with this change the San Francisco dockers also began to increasingly lose the eight hour day as more and more container ships were scheduled to work these still contractual overtime shifts: one nine hour shift to finish a ship or one such shift followed by a ten hour one so as to finish a ship.

** The union's strike issues and demands are implicitly touched upon throughout the postings on this site, but see Article 15 for its strike publications.

*** It may well be that the most important demand for those of Local 10 was best expressed by their most highly prized strike product: an inch and a half metal button of very bright orange with this across its center in large black letters: NO 9.43.

^ For photographs and discussion of many of these changes, see these articles especially: 14, 19, and 22.

inate the essentially important work-related and union-related sources of what since 1937 had been the very evident sense of personhood and community enjoyed by those dockers and hence, too, the basic sources of their democratic unity and progressive militancy. Thus, to put the matter briefly: as those changes increasingly *deskilled* those dockers in every phase of their individual and collective work, they also began to experience an ever more pervasive and ever more engulfing *diminution* of their personhood and community. And, by the same token, all new hires after those of 1969 were increasingly denied what every new hire after c. 1990 would only very rarely, if ever enjoy; the work-related and union-related building blocks of personhood and community which with the settlement of their "big strike of '34 -- and then for more three decades -- all San Francisco Bay dockers in some measure enjoyed. *

* * *

As something of a postscript, it should also be finally acknowledged that the sequencing of the postings which follow, excepting for that of the first ten, can hardly be viewed as logical. And, indeed, the sequence of the postings which thereafter follow verges on the haphazard. And since "the why" of that being so is essentially due to the history of my union work and longshore work, something as to that history should also be finally offered here.

So -- first of all -- I and the other "B men" new hires of 1963 received an "A Book" in the fall of 1967. And when that group was shortly thereafter permitted to join a gang as a holdman, I promptly joined an "East Bay" gang. ** And when a bit later, we were also permitted to join the Local 10 Steward Council - and having been elected to so serve by the gang I had joined --I did that, too. And in the spring of 1968 I also volunteered to be trained as a lift driver so as to thereafter work in that gang as one of its two "skilled holdmen capable of driving lifts" - a new job category detailed in an addendum to the second M & M *** Having been so trained and promoted, I then did such work in my gang for six months. But having then been invited to U. C. - Irvine, to finish my Ph.D. dissertation and with a fellowship, I got a leave of absence from the union and PMA for the 1968 -69 academic year. And, with that, I got back to "driving lift in the hold", but for a different East Bay gang, and to the stewards council in June of 1969. And in the fall of that year I was also elected to serve as council secretary and - as per a council doirective issued shortly thereafter -- to write for and edit what Local 10 also then published: an 8.5" x 11", bimonthly

* One of those building blocks thereby much weakened was the linguistic bond provided the Golden Gate dockers, as with dockers everywhere, by their occupational language. That language is detailed and discussed in article 13. And since it was also a language of passage, it was routinely used by San Francisco dockers of old at virtually at every juncture, not only on the job, but in every social setting. And, as is made clear in articles 6 and 20, the same must be said of their second such building block: the cultural bond provided them by their relentless telling and swapping of work and union stories.

** At the time there were six such gangs, each of which was virtually always used in the East Bay for the last of San Francisco Bay's regularly scheduled conventional lonhshore work

*** The like entitled addendum appears on pp. 151 - 153 of the "pocket" edition of the second M & M published by the parties. See entry 16 of Article 18.

Stewards Council Bulletin. And, from the start,, as it then happened, that bulletin had a good and growing readership, since-- unlike the weekly Local 10 bulletin, which largely reported on city and regional political stuff -- it totally focused on the working conditions and contact enforcement problems on the waterfront. And with that, too, the council by the spring of 1970 was approaching the size and vigor it long had enjoyed prior to the first M & M.* And thus in that spring it also began to hold a series of "workshops" to discuss what the union might seek to negotiate when the second M & M approached its expiration date of July 1, 1971. And, as it turned out, five ever-larger discussions were held, first by some two hundred dockers and finally by over four hundred. As chair of those discussions, the council also directed me to write a report on each. And with those reports having also been approved by it, they became the basis of the resolutions passed by the member of Local 10 for the upcoming contract talks. They also served as the basis of the "strike demand" statements I later wrote as per a council directive and which, having been published by 10, were also published, at least, in part, by many of its fellow striking locals. ** Since, however, several stewards had "really come along" and I also felt that the local's "two years in and back-to-the-bench:" rule for its full-time elected officers was a good idea, I resigned my council position at the end of May in 1970 and one of them took my place. *** But I did continue my work on its bulletin up to that fall when I first ran for a paid officer slot. ^ And having then come in third for one of three "Business Agent" slots, ^^ I served in 1972 as the local's "relief and weekend B. A." ^^^ And as noted in my resume which follows, I was next elected to serve a full-time business agent in 1973 and 1974. I then got back to driving lift in the hold for one of three remaining East Bay gangs. And I also began to write what came to be scheduled for publication in the summer of 1976 and the spring of the following year -- article one and two on this web site. And that I did since, unlike trying to write a book, that could be done while I was so working. And, of course, I also did that since, with the employers having focused on Local 10 and Oakland as regards to 9.43 and having expanded their focus only to Local 13 and the ports of LA and Long Beach as regards containers, the remaining west coast dockers would likely have for quite sometime little, if any, direct experience with the many unfortunate changes container would bring to their on-the-job and union life. + In any event, my publishing

* And by then, too, it was being said - and with good reason - that the International had relentlessly and successfully sought to downsize and otherwise the council to reduce its otherwise strong opposition to the second M & M.

** Those statements are the ones reprinted in Article 15 of this web site.

*** As things developed, the International saw this, too and therefore eventually sought - and successfully sought - to somehow "buy out" each of these stewards.

^ Local 10 holds a "primary" election on the second Friday of every November and a "run-off" on the second Friday of every December.

^^ For the early use of this office title by the American labor movement, see fn. ** on p. 2 below. As noted there, its use by the ILWU has always meant that the officer in question has the duty of "doing the union's business" - i, e., enforcing the contract against the employer.

^^^ As such, I would be "called in" to replace a full-time B. A. when either of the two was sick or on vacation or otherwise unavailable and I also so served the local as its only on-duty officer around the clock on each weekend.

+ And, indeed, this proved to be so for the ports and locals of the Puget Sound -- and especially of Seattle (Local 19) and Tacoma (Local 23) -- and those of the Columbia River -- and especially of Portland (Local 8) and Astoria (Local 50). And the smaller west coast ports still see few - and often then still fewer - if any containers.

venture proceeded to articles three and four in 1977 and 1978, during which time I also served as Local 10's Secretary - Treasurer. So, once again, too, I mailed and passed out some five hundred reprints of each of those articles in hopes, of course, that what had been painfully learned by Local 10 and later by Local 13 * would thus become increasingly known to all of our sister locals.

While the first nine articles on this web site are especially so focused, the tenth is importantly focused of the dockers' successful struggle from the '34 settlement to 1937 to end the employers' long-standing contractual right to direct their work as they choose. They waged that struggle by a vigorous and relentless enforcement of their 1934 contractual right to stop work when the safety and/or the health of one or more dockers was somehow being endangered on the job. And by the use of that right, they had also secured by 1937 a coastwide sling load agreement which limited the size and the weight of the hoist to be made of every cargo worked and also coastwide manning scales for every ship and dock operation. These agreements, as was already so with the safety and health agreement, were enforceable on the job by a work stoppage if in the dockers' judgment they were being violated. And, again, as with safety and health, when the work had thus been stopped and their employer had then contested their judgment, the dockers had the contract right and duty to arbitrate the issue. And if they then were thus sustained, they would be paid for the "standby" time they did not work and resume work as the arbitrator directed. And if they were ruled against, they were obliged to return to work as their employer had initially directed and, if necessary, to work as much as two hours at a straight-time rate beyond the usual daytime quitting time of 5 or 6 P.M. or the usual nighttime quitting time of 4 or 8 AM. Having obtained these very severe limitations on what had always been their employers most frequently used "managerial prerogative" and hence, too, an on-the-job "worker control" of the pace and physical demands of their work, the task of insuring an on-the-job "worker discipline" also fell to the union. It discharged that task by fostering an individual and collective pride in the work being done since, if there were no problems as to safety or sling load or manning, the dockers had the contract duty to work as their employer directed. And, in those circumstances, each docker also had the union and brotherly duty to do what he could "to keep the hook moving" and to help to secure "a tight and proper stow." And by doing so, each earned the right to face his fellow dockers and the corresponding right to say to each of them: "Face me or face the ladder," i.e., earn the right to face me by doing the best you can or face and climb the hatch ladder so as to leave the job.

And in late June of 1978, I also begun to outline a written report to Local 10 and the international union on an action which -- with the full support of the international - 10 had just taken on behalf of the union: a refusal to load the first - and what turned out to be the *last* -- shipment of arms received on a West Coast dock for the Chilean dictator Pinochet. Having thus been made, that report was also mailed by 10 to all of its sister locals. And in the form of an article for a more general audience,

* As briefly noted earlier, the members of ILWU Local 13 do the longshoring in the Port of Los Angeles and that of Long Beach. That port area became the largest such area on the West Coast in 1974 and by the mid-1990's it was also the largest such area in the U. S. and second only to Rotterdam in the world. It was also in the mid-90's that the Pacific maritime trade began to exceed that of the Atlantic.

** For the therefore very important use of this expression -- if also, too, the very infrequent need for its use - see Article 9: "The San Francisco Waterfront - A Morality Play Moves On."

its substance was published in 2005, but given the dates of the events thus reported on, it also is what is posted here as Article 11. In any event, and during the rest of 1978, I was largely occupied with my work as the Secretary - Treasurer of Local 10. I did, however, outline four more papers, each of which I finished and published the following year as I again was driving lift in the hold for one of the last four East Bay gangs. In 1994 those papers were also posted to my then new web site as its fourth to seventh. But in 1980 and 1981 my writing was slowed again, of course, by two more very instructive and challenging years in the Local 10 slot of Secretary Treasurer.

Having returned to longshore work in 1982, I was increasingly bothered by a previous on-the-job injury to my lower back. And thus when a transfer to the San Francisco Ship Clerk local (IIWU Local 34) became available to me at the end of that year, I decided to take it. And while both of those circumstances initially interrupted my writing, my transfer soon allowed a sustained return to it. In August of 1988, however, I again injured my back simply by helping a docker close the doors of a container which were out of alignment. And with that disability, I never got back to the front and my writing was also slowed, but by reason of it I also retired in 1991 at the otherwise healthy age of only 61. So, at that juncture, I also decided to focus, at least, for a while, on blocking out and outlining a first person narrative novel which by 2005 -- and after much other writing for my web site - I felt was as good as I could do. That novel tells of the actions I took in 1980 - 81 as an officer of Local 10 -- and those which others took on behalf of the union or otherwise against the dictatorial junta of El Salvador, the South Korean military dictatorship, and the Marcos dictatorship of the Philippines. And, as may be learned from Article #12 on this site -- which details the "union dots" this novel connects -- I also finally spoke of my having thus written about those three union actions. In the meantime, however, my novel and web site writing had been increasingly, but instructively interrupted by very rewarding work with a member of the curator staff of the Smithsonian Institute. That work began in July of 2001 and ended in August of 2003 with the opening of the exhibit to which the reader was referred at the top of this "home page". And during that time the sequencing of my writings - and my thinking about a "Table of Contents" for what I had written and still hoped to write - were often reshuffled. And during the spring of 2003 I also began to look into what I knew nothing about, but long had been told by a lot of dockers: since they had been unable to get the book or journal in which I had published this or that, I should get a web site and put all my writing on it. So - having found the aid I would need for such an enterprise and having then prepared the first-to-be -posted materials, I thus was "on the air" with a listing and brief description of the papers to follow and another of the then "Forthcoming" in August of 2004. And with that, I also got back to my writing, which continues to this day. And while the sequence of what I write and then post surely continues to be a good deal less than logical, I still hope that such will be of use to those who decide to write a book -- and a *somehow* logically organized book -- about what I have thus discussed. The reader may also find this "subject outline" of the site of some help.

The Work Performed.

- Paper 1 - 4: The Engine of Change: Change in the Nature of Longshore Work.
- 7: Book Contribution: Summary of Papers 1 -4.
 - 8: Photos of Technological Changes.
 - 9: The Work and Ethos of the Good Old Days
 - 14: Visuals of conventional and container work.
 - 19: Visuals and text from union and employers on technological change,

- 21: Visuals and text from union and employers on technological change.
- 22: Technological Change -- other than container - related.
- 23: Time book excerpts of conventional gang work.

The Geographic Factor.

- 5: Port Development: Oakland / San Francisco.

The Contract Framework.

- 34: Mike Quin - The Big Strike appendix.
- 10: The Contractual Framework of the Good Old Days.
- 18: Contract Framework -- 1934 to 1971 - 72 strike.
- 26: Early Historical Setting - 1937 Fortune magazine
- 15: The Strike of 1971 - 72.

The Communal Framework.

- 6: The Cultural Bond of SF Docker: Stories of Work and Union.
- 20: The Cultural Bond of SF Docker: Stories of Work and Union.
- 13: The Linguistic Bond of the SF Docker: Their Language of Sea and Ships.

Local 10 -- Public Expressions of Consciousness.

- 11: Pinochet
- 12: Presente
- 25: Extension and Defense of the Community.
- 29: Asbestos.
- 30: The Copra Dock.
- 35: May Day 2008 - West Coast dockers protest Iraq / Afgan war.

The Union Setting of San Francisco Longshoring.

- 27: Vancouver BC Longshoring.
- 28: Solidarity.
- 31: Dispatch of Class A dockers by Local 13 - Los Angeles /Long Beach.
- 32: Some longshoring in Odessa.
- 33: Some Longshoring on Shanghai.
- 36: Local 13 - 1948 strike statement / Ten Guiding Principles of ILWU / excerpts PMA By - Laws / West Coast containerization articles.

Incidental

- 16: Responses to the first few papers . . .
- 17: UC - Berkeley 1961 student protest -- reprinted at friends request and in response to being tagged by various union opponents as a "Berkeley radical".
- 24: Guide to "collected papers" held by the union library.

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January 7, 2011