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CONTRACTUALLY SANCTIONED JOB ACTION AND WORKERS' CONTROL: The Case Of San Francisco Longshoremen

by
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Labor's experience in the 1930s is a contested history. Serious disagreements erupt over what the militancy was about and what was accomplished by it. Depending upon the sources read, three conflicting interpretations emerge as though three distinct social movements occurred.[1] As remembered by some of its participants, the movement marked the end to pure-and-simple unionism in America. Militant industrial unionism in the CIO was seen to contain the seeds of an emergent social-democratic movement. Sociologists and historians influenced by the thinking of Perlman and Commons, however, interpret the same social movement less ambitiously: The CIO is viewed by them as an extension of traditional economic unionism, not a radical departure from it. Differences between the AFL and the CIO are considered less important than the similarities. "Most of the fascinating problems of this period," argues David Brody for example, "arise from the very fact that the labor upheaval occurred within the framework of traditional trade unionism."[2]

Labor's militancy in the 1930s took on a third meaning in the 1960s. Containment, not upheaval or insurgency, was the understanding read into the period by "new left" thinkers. Instead of

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[1] We are indebted to David Brody for this three-fold interpretive distinction (*Workers in Industrial America*, New York, 1981, 121-37).

[2] *Ibid.*, 129.

radicalizing workers, argued Herbert Marcuse, trade unionism integrated them into capitalism. So far as C. Wright Mills was concerned, union leaders were the "managers of discontent"; they channeled potentially disruptive antagonism into a relationship of employee accommodation with management.

Hidden by the deep differences over what was accomplished in the 1930s is a rather fundamental agreement about what was *not* at stake. Rarely is it argued that demands for workers' control were critical or lasting components during this period of labor militancy. Even the most idealistic participant stops short of suggesting that workers' control was a serious item on labor's agenda. While this assessment is a shared one, three competing accounts are offered for why it was the case.

Historians working in the tradition of the "Wisconsin School" are not surprised to discover that labor failed to mount a campaign for workplace control in the 1930s.[3] They interpret the rise of industrial unionism as an extension of "pure and simple" unionism. The brief period of labor militancy is considered quite consistent with Gompers' philosophical "more." Thus, while authors writing in this tradition grant that tactics like the sit-down may have been manifestations of workers' control thinking, that is not what impresses them. They are struck most not by the strength, "but the weakness of the shop-floor orientation within the industrial-union movement."[4]

In contrast, "new left" interpreters of the 1930s are quite impressed by the *militancy* of rank-and-file activists.[5] The question for these students of American labor history is why was the militancy not transformed into demands for workers control? Thus, Staughton Lynd asks, "What was it that led four million persons to join the CIO and a half a million to stage sit-down

[3]The following works are considered typical of historians working in this tradition: Bernstein, 1970; Brody, 1981; Dubofsky and Van Tine, 1977; Fine, 1969. Irving Bernstein, *Turbulent Years*, Boston, 1970; Brody, *op. cit.*; Melvin Dubofsky and Warren Van Tine, *John L. Lewis: A Biography*, New York, 1977, Sidney Fine, *Sit Down*, Ann Arbor, 1969.

[4]Brody, 154.

[5]The following works are considered typical of historians working in this tradition: Alice and Staughton Lynd, *Rank and File*, Boston, 1973; James Weinstein, *The Corporate Ideal in the Liberal State*, Boston, 1968; Ronald Radosh, "The Corporate Ideology of American Labor Leaders from Gompers to Hillman," *Studies on the Left*, 6 (Nov.-Dec., 1966), 66-88; Jeremy Brecher, *Strike*, San Francisco, 1974; Stanley Aronowitz, *False Promises*, New York, 1973; James Green, *The World of the Worker*, New York, 1980.

strikes in 1936–37? Why did that militancy fade away so quickly?" New left commentators argue that workers' control was omitted from labor's agenda because CIO leaders exchanged political independence for economic rights. Instead of being an oppositional force, unions became "part of the industrial system," "prisoners of the present rather than innovators of the future." The expansion of the labor movement in the 1930s is understood by these historians as an effort to incorporate labor into the industrial order. Trade unions, in this view, are a "major force for integrating workers into the corporate capitalist system." Once deemed responsible for establishing industrial peace and being responsible to their membership, unions became "restraining influences on members." As one student of this period observes, "The CIO disfavored the use of sitdowns after bargaining was established, favoring the bargaining process instead of self-help actions during the term of an agreement." While rank-and-file activity was not completely eliminated by union recognition, according to radical historians, the damage had been done. In one assessment, after the strike wave of 1936–37 the GM contract, ". . . conceded control over the pace and organization of production to management. . . ."[6]

Historians writing about the routines of everyday working class life as experienced by ordinary actors—the "new labor historians"[7]—agree with both new leftists and the Wisconsin School on at least one issue: They share the judgment that overt battles for workers' control did not survive the success of industrial unionism.

David Montgomery, for example, sees this sort of conflict ending at least in the early 1920s, when "the overt struggle for workers' control was essentially over," or alternatively as late as 1947, when "rank-and-file activity outside of the contractual framework were placed beyond the pale of law." According to

[6]Quoted in Brody, 157; David Milton, *The Politics of U.S. Labor*, New York, 1982, 154; Paul Jacobs, "The Failure of Collective Bargaining," in Jerold S. Auerbach, ed., *American Labor in the 20th Century*, New York, 1969; Aronowitz, 216; Karl Klare quoted in James Atelson, *Values and Assumptions in American Labor Law*, Amherst, 1983, 197; *Ibid*, 47, 198.

[7]The following works are considered typical of historians working in this tradition: Peter Friedlander, *The Emergence of a UAW Local*, Pittsburgh, 1975; Green, *op. cit.*; Herbert Gutman, *Work, Culture, and Society in Industrializing America*, New York, 1977; David Montgomery, *Workers Control in America*, New York, 1980; Ronald Schatz, *The Electrical Workers*, Urbana, 1984.

this perspective, workers' control thinking did not decline because of political deals made by CIO leadership; nor is it attributable to the character of the labor movement. Instead, the decline of workers' control activity is seen as the result of a battle in which management, and later government, were victorious and historic forms of working class struggle lost.[8]

Despite differing accounts for why, historians with conflicting assessments of early industrial unionism share a basic judgment of the period: they agree that workers' control issues and activity generated around these activities did not play a fundamental part in labor's social movement of the 1930s. Were this the extent to which they agreed, it would be a relatively obvious and not terribly exciting consensus. The agreement between these historians, however, extends considerably deeper than the surface consensus indicates.

They also concur that labor's success at securing a certified contractual relationship with management virtually precluded any possibility for waging struggles over workplace control. Labor historians implicitly agree that the contractual relationship itself conceded workplace control to management; collectively bargained agreements, in this view, pre-empt workers' activities for workplace control. Thus, once the contractual relationship was established, struggles for workplace control were over; they are contractually proscribed.

People writing in the "new left" tradition are straightforward on this issue. "In return for having a union," writes Staughton Lynd for example, "workers should be prepared to give up most of the rights by means of which they brought the union into being." Using different language, David Brody apparently concurs. In his estimation, ". . . the contractual logic itself actually evolved into a pervasive method for containing shop-floor activism." David Montgomery's evaluation of the post-1947 period confirms the judgment of the others. "Since 1947," he argues, "successive court rulings . . . have progressively tightened the legal noose around those historic forms of working-class struggle which do not fit within the certified contractual framework."[9]

[8]David Montgomery, "The Past and Present of Workers' Control," *Radical America,* 113 (Nov.-Dec., 1979), 14, 16.

[9]Staughton Lynd, "Worker Control in a Time of Diminishing Workers' Rights," *Radical America,* 10 (Sept.-Oct., 1976), 6; Brody, 201; Montgomery, "The Past and Present," 166-7.

Thus, there is agreement among labor historians on a major analytic point: overt struggles for workplace control ended with the establishment of a contractual relationship between management and labor; these struggles were actually *precluded* within the framework of certified contractual relationships. They were not even protected by the Wagner Act. Activities like slowdowns were "unprotected" by Section 7a when the courts ruled ". . . employees are not permitted to determine the amount of labor they can expend. . . ."[10]

There is, however, at least one instance in American labor history where a collectively bargained contract and overt struggles over workers' control did not in any way cancel out one another. Between 1934 and 1936, on the Pacific Coast waterfront, historic forms of working-class struggle did not end with the establishment of a contractual relationship between labor and management. A close-up examination of this situation reveals how the two were merged. Indeed, a contractual relationship was used to *establish* a kind of workers' control where it had not existed previously and that the subsequent contractual agreement was actually used to *enforce* the newly gained power of longshoremen. Longshoremen in San Francisco between 1934 and 1937 created a unique measure of job control by securing such a contract.[11]

The modern West Coast labor movement was born in 1934 with a coast-wide maritime strike which culminated in a general strike in San Fransisco. The settlement which came out of the dramatic events of 1934 included the contractual provisions under which the longshoremen could mount a successful struggle for job control. The struggle occurred during the next three years. By mid-1937 the longshoremen essentially controlled the conditions of their labor. Their union used the 1934 award and the

[10]Atelson, 53.

[11]During the 1920s and early 1930s, the San Francisco waterfront employers had a closed shop agreement with a "company union," the so-called "Blue Book Union." They had established that union following a disastrous longshore strike in 1919 and thereby sealed the fate of an affiliate of the International Longshoremen's Association (ILA), the San Francisco Riggers and Stevedore's Union Association, Local 38-79. The ILA, which to this day represents the longshoremen of the East and Gulf coasts, was founded in the Great Lakes region in 1892. The riggers and stevedores, which affiliated with it in 1898, had been founded in 1853. In 1937, the Pacific Coast District of the ILA left the parent group to form the present day West Coast longshore union, the International Longshoremen's and Warehousemen's Union (ILWU). The San Francisco local then became what it is today, ILWU Local 10.

nature of the work process itself to contractually secure and enforce what it had defined as safe, sensible and proper longshoring.

By 1937, the union's power was rooted in four interdependent circumstances: 1) the nature of longshore work, 2) the terms of employment won in the 1934 strike, 3) the capacity to mount effective job actions over how the work would proceed, and 4) a contract that reflected and embodied its power on the job. Our analysis is straightforward: West Coast longshoremen secured control over the job by transforming the contract they had won in 1934. In many ways, that contract was open-ended and permissive with respect to the employer's right to direct the work. However, through contractually defensible job actions the union changed it into a document that was specific, detailed and restrictive.

With this accomplished, the union went on to create a tradition in which it used job-action as a form of working class solidarity. As a result, it quickly became very widely known as a "progressive" or radical trade union.

The Nature of Longshore Work

The nature of longshore work is determined by the technological base of the maritime industry. That base has three components: the cargoes transported, the vessels used to transport cargo, and the tools, devices and gear necessary to move the cargoes across the docks and to and from their place of shipboard stow. Until the middle 1960s, these components and their integration invariably created a wide range of challenging and everchanging operational circumstances. In virtually every operation cargoes of different size, weight, and packaging were worked. Matters were complicated by differences in ship design and deck configuration. The design, capacity, and state of repair of the shipboard gear varied with each ship. The diversity in circumstance which was routinely encountered was compounded by the loading sequence dictated by the vessel's subsequent ports-of-call. The wide variety of longshore technology also added to the on-going complexity of the work.

Given this, longshoring required a measure of physical strength, a great deal of stamina, an on-going initiative and ingenuity, a willingness and ability to cooperatively innovate, and a wide range of skills and experience. Indeed, since the pace and difficulty of the work was not simply a function of the technology nor its performance amenable to continual supervision, longshore efficiency was intrinsically dependent upon a radical and broadly defined decentralization of initiative amongst the men.

During the 15 years preceding the 1934 strike, a relentless competition for employment forced San Francisco longshoremen to make such inputs to their work. That competition, commonly referred to as a "shape-up," had several components. To begin with, the "casual" segment of the workforce was hired each day from the ranks of the city's unemployed. The hiring was made at an early morning "shape" held in front of the piers where a vessel to be worked was berthed. Since anyone seeking work could join the shape and unemployment was routinely high, the hire was riddled with bribes, kick-backs, favoritism, and discrimination. Those hired were used to supplement a "gang," a complement of men who regularly worked with one another. There were two kinds of gangs, "steady" and "casual." Steady gangs were "on call" for a particular stevedore company and regularly employed when labor was needed. By contrast, a casual gang might be employed by any stevedore company, but was hired only when a company needed to supplement its steady gangs. Steady gangs therefore worked most regularly and thus enjoyed the highest incomes. However, a casual gang might replace a steady gang by consistently beating its production, just as a hard working and skillful casual might replace a gang member. Contract competition between the stevedore companies also pitted the steady gangs of one company against those of every other. Contract bidding between terminal operators likewise fashioned a rivalry among dock workers who loaded and unloaded the trucks and railcars coming to the waterfront. Finally, the ports of San Francisco Bay competed with one another. Thus, the shape-up had come to dominate the entire longshore workforce of the region.

The sporadic efforts which were made during the 1920s to organize San Francisco longshoremen were undermined by the shape-up. Those efforts were also thwarted by the employers' threat and capacity to divert ships and cargoes away from any piers having "labor trouble" to other piers or even to other ports. In-

deed, by the late 1920s the employers had thereby fashioned a shape-up that permeated virtually every facet of the Pacific Coast longshore industry.

As the Great Depression deepened and unemployment soared, the level of exploitation dramatically increased. By the early 1930s the shape-up had accordingly created an exceedingly dangerous and uniquely brutal speed-up. Any resistance, suspected or real, was met by a firing and "blackballing" and a replacement hired from the unemployed who always lingered at the pierheads.

Given the employer's dependence upon the longshoremen's initiative, the employer-worker relationship could lead in one of two directions. It could lead to speed-up and unsafe working conditions. Or, it could underwrite a system in which the pace and conditions might be largely determined by longshoremen. For that to happen, however, the longshoremen had to free themselves from the shape-up.

The 1934 Settlement

The contractual opportunity to dismantle the shape-up was secured by longshoremen after a protracted, bitter, militant and complicated coast-wide maritime strike and a brief general strike in San Francisco. The general strike ended when the maritime unions and employers agreed to arbitrate their differences before a board appointed by President Franklin Roosevelt. The board issued its longshore award on October 12, 1934, after a lengthy and acrimonious hearing. Port by port competition was eliminated by the provision of a coastwide contract. Within each port longshore employment was essentially restricted to a "registered" and "preferred" workforce. The employers could no longer choose anyone they pleased to perform stevedoring work; preference in employment was restricted to those who were jointly recognized and registered as longshoremen. Competition between those registered was also eliminated by the establishment of a hiring hall. While the hall was jointly administered by the employers and the union, the work was dispatched by annually elected dispatchers who handed out assignments according to job categories on a "rotary" basis. Each man in a job category had a right to a job before another longshoreman in that category was dispatched a

second time. Since the hall equalized their opportunity to work, it was the concrete institution through which a community could be fashioned among the men in each port. As a result, longshoremen came to the view that "the ILWU *is* the hiring hall."

To sum up, a coastwide contract, the stability of a registered and preferred workforce, the community fashioned by the hiring hall, combined with the nature of their work provided the conditions under which the men in each port could mount an on-the-job struggle over the conditions of their labor.

Job Action

The speed-up of the 1920s and 30s was produced by two conditions. The first was the size, weight, and character of the "sling load," i.e. the loads of cargo slung and hoisted to or from the vessel. The second, in the language of the industry, was the "manning," i.e., the number of workers employed on any given operation. In an effort to control the pace, difficulty, and dangers of the work, the union had sought to negotiate a number of specific sling-load limitations, "manning scales," and safety rules. However, since the employers viewed control over such matters as part of their managerial prerogatives and basic to productivity, it was completely unsuccessful. The arbitration board also ruled against the union by stipulating: (1) that "employees must perform all work as ordered by the employers," (2) that the employer was free "to institute such methods of discharging and loading cargo as he considers best suited to the conduct of his business," and (3) that he had the right to "discharge any of his employees for incompetence, insubordination, or failure to perform the work as ordered."

The employer's ability to effectively use his right to discharge longshoremen was seriously compromised, however, by the registration and preferential hiring provisions of the award. Given these provisions, the replacement of a fired longshoreman would invariably be another union member. This meant that with a measure of unity a dispute leading to a discharge could be continued by the replacement(s) and the employer could no longer prevail by simply discharging those who resisted his orders. At the same time, a registered man who was "discharged," i.e., fired from a

particular job, could not thereafter be denied his place in the preferential and rotational dispatch system. This was so because there was no provision for the "de-registration" of a registered man. Thus, as the men and the employers would put it: a man who was "discharged" was simply "returned to the hall." Therefore, his capacity to earn a livelihood was not jeopardized by disputes that might lead to a firing.

Given these contractual circumstances, longshoremen could continue the struggle for manning scales through "slow downs" on the job. However, the effectiveness of a slow down was underwritten by their unity and the employer's need for their initiatives. Hence, the union's position could be simply put: "If you want production, you've got to give us the manpower." The employers initially responded to slowdowns by firing the men involved. They soon learned, however, that an action which was supported by a united rank-and-file would require an on-the-job negotiated settlement.

The employers' right to determine their operational methods was also fundamentally qualified by the award. They had that right "provided such methods of discharge and loading are not inimical to the safety or health of the employees." This placed longshoremen in a contractual position to pursue the sling-load issue on the docks and ships. They did so through a long series of job actions wherein they refused to work sling-loads which they felt to be unsafe. Indeed, job actions began on all unsafe conditions and practices spawned by the historic speed-up of the industry. Here, too, the employers quickly learned that a dispute enjoying the united support of longshoremen would require a settlement negotiated on the job.

Taking Control of the Job

Fashioning On-the-Job Unity

These contractual and technological circumstances provided the membership of every local union with a structural opportunity to effect the concrete conditions of their labor. However, since that presupposed a unity, each local had the task of fashioning a consensus about what conditions it would struggle against and what constituted safe, sensible, and proper longshoring. While

the complex process through which this was accomplished cannot be detailed here, a few of its features should be examined.

The complexity of the process, especially with respect to manning scales, was in every port compounded by three factors: (1) operational diversities, (2) differing employer practices, and (3) the union's need to hammer out a coastwide consensus in order to preclude competition between ports. However, each port began to quickly determine its own priorities. This occurred because of the diversities and practices just mentioned, and in some instances, by the distinctive cargoes worked by the port. Thus, the specific conditions which the various ports chose to focus on emerged in an uneven and rough-and-tumble manner.

An example of these difficulties was the struggle over the "general, breakbulk cargo" sling-load. For many years, that sling-load had been 4000 to 4400 pounds. After the 1934 strike, San Francisco longshoremen initially moved toward a limit of 1800 pounds, something they had talked of since the early 1930s. However, elsewhere on the coast, the men were increasingly agreeing to 2400 pounds. Coastwide unity was threatened since the employers in each port began to "agree," at least in practice, with the position of the local union. In order to prevent competition, the necessity for a coastwide consensus was recognized by early 1935. That need had also developed because, having taken cognizance of the differing size and packaging of various items of cargo, the locals had begun to elaborate and secure load-limits for particular cargoes. As will presently be noted, an encompassing and coastwide sling-load consensus was developed by early 1937 and thereafter incorporated in the contract.

Pride and Discipline

As the locals gained the conditions under which their memberships had agreed to work, each member was placed in a position to resist an employer's order when it violated those conditions. Each member also had the responsibility to resist such an order. Consequently, such resistance became a source of pride and self-esteem and a crucial ingredient to being "a good union man." On the other hand, an equally crucial ingredient was his responsibility to perform the work as best he could when those conditions prevailed. The reason was simple: the work required

the initiative and cooperative input of everyone. Thus, if conditions were being adhered to, anyone who failed "to do his share" was hurting his fellow workers, rather than the employer. By the same token, a man who brought his full measure of energy, stamina, skill, experience, and ingenuity into play was expressing his sense of brotherhood and community with his fellow workers. The reason for this was also simple: his ongoing contribution made the performance of the work less difficult and/or less dangerous. A reputation for being a "good union man" was thereby merged with that of a "good longshoreman and worker."

As this occurred, the motivation for contributing to the work—and hence the source and nature of the discipline underwriting its performance—was utterly transformed from what it had been prior to 1934. Since the great majority in every local availed itself of these newly fashioned sources of pride and self-esteem, a community and union was made a concrete social reality as the work proceeded. In short, the work was transformed from a degrading and brutal nightmare into a profoundly moral experience that fashioned both personhood and brotherhood.[12]

The Steward's System and The People's Court

As the officially sanctioned, on-the-job means for enforcing and improving conditions, the San Francisco local moved towards a stewards' system. Each gang was required to elect a steward from its ranks to serve as its on-the-job representative. Dockworkers steadily employed at one pier or another were required to elect their representative. The stewards had a number of important constitutional duties. They were "to determine that none but ILA members are working" and that the union dues of each member were paid. They were also directed "to co-ordinate their efforts at all time toward creating *better* working conditions." To that end, they were directed to meet each week as a committee "to discuss such business as will *improve* working conditions." However, to assure unity, their motions were subject to membership

[12]This should in no way suggest that the work was made "easy" or "safe" or "clean." On the contrary, it remained very demanding, very dirty and very dangerous. However, it was also partly because of these circumstances that a man could take pride in his performance of the work.

discussion and approval. Finally, they could call meetings with gang bosses.[13]

The stewards rapidly developed into the major, on-going source of job actions around the sling-load, manning, and safety issues. Their more routine, day-to-day role of helping enforce the contract and conditions was equally vital. When disputes arose on the job, they played out their role through an on-going consultation with fellow workers. The complexities of this process may be illustrated by the manner in which a firing was typically handled once the steward's system was in place:

> [The steward's] procedure was to consult with those who knew what had transpired and had some idea as to the 'why' of it. Those people might be a couple of men, a handful of dock men, an entire gang and so on. When that group was convened, it was as though the steward had convened a kind of 'people's court.' The proceeding was profoundly democratic. It was totally devoid of any legal trappings. The truth of what had happened was sought in the most direct of fashions. The findings were immediate. So, too, as a rule, was the 'sentence.'
>
> Collectively, the court which was convened by the steward knew what had happened. All of the witnesses were there. Perjury was not really possible. If someone 'stretched' a point, a member of the court might laugh. The court itself had been 'on the scene.' It was still on the scene. It knew the operational circumstances which had obtained from the time the job began to the time of the firing. It knew what problems and difficulties had been encountered. It knew what had been done about them and who had 'done the doing.' It knew what was usually done in similar operations. It knew how similar difficulties and problems were generally approached. The court could in no way be 'fooled' on any of these matters. There were no rules of evidence because none were needed. The evidence was at hand. The 'exhibits' were known and seen and understood before the court convened. There was little, if any difficulty in making a 'finding of fact.' The facts simply had to be drawn out and put in order. It was the job of the steward to do that.
>
> As a rule, some of the members of the court were fairly well acquainted with the man who had been fired. Most of them had at least worked with him, near him, or in sight of him on many occasions. They had a good sense of him as a longshoreman. . . . As might be supposed, the behavior of the court routinely reflected a strong sense of brotherhood and community. As a rule, it also evidenced a very considerable compassion for the man who was known to have 'a certain failing,' e.g., the alcoholic, the 'character,' the man who never really did 'catch on.' Such men were nearly

[13]International Longshoremen's Association, Local 38-79, *Constitution and By-Laws*, Oct. 16, 1935.

always 'carried' or 'covered' by their fellow workers. That was a cost to be borne by the industry. Both the men and the employer would foot the bill. On the other hand, the court would also reflect the degree of ostracism to which the defendant might have already been subjected. Strong exception to the character and bearing of some men was perhaps the inevitable by-product of a generally pervasive sense of brotherhood and community. The men were alive to various forms of selfishness: They were not 'liberal.' Life was both too hard and too fragile for that. Since they were responsible and thought it the duty of any union man to be just that, they could always ask for an accounting. They were ready to be judged and ready to judge; and, somehow, they imagined that both of those things were important. . . .

. . . The members of the steward's court were also reasonably well acquainted with the character, demeanor, and longshoring abilities of the supervisor who had ordered the firing. This was especially true if that had been a gang boss or a walking boss, but the men who had 'watched the game' for many years were routinely very familiar with the mannerisms, deportment, style, foibles, talents, and career of the superintendents. . . . Some superintendents had a way of getting 'nervous' in the face of operational difficulties. It was important to know that. It was also important to know who was 'really ambitious.' It was important to know if a man routinely said what he meant and meant what he said. Most superintendents kept their word. Others were known to have occasionally done otherwise. Many were known for an appreciation of good longshoring and insisting on it.

As for the *right* of the employer's representative(s) to submit testimony to the court, several things should be noted. First of all, that right was partly based on 'station' and the manner in which station was generally accorded. It also rested upon the fact that the employer was, indeed, 'the son-of-a-bitch with the dollars.' It was important to know where he stood and what he had in mind. Essentially, then, the employer's participation was rooted in the fact that the court did not reflect or embody 'a revolutionary circumstance.' On the contrary, the court and its functioning—like the contract, the collective bargaining which had led to it, and the whole of industry's 'labor-management relations'—was never viewed as anything but 'class collaboration.' The court was perhaps a uniquely democratic and egalitarian form of 'worker participation,' but it was not 'the revolution.'

It followed, too however, that the employer also had the *duty* to submit 'his side of the story' and to thereby seek to justify his actions. Indeed, since a failure to respond to the court's *quo warranto* writ was invariably viewed as intolerably arrogant, such disrespect or contempt for the court inevitably led to a work-stoppage and frequently to a very rapid broadening of the dispute. In a real and vitally important sense, the employer thus had the duty to 'collaborate' as well. He was obliged to make his accusations in public because the man he had fired had the right to be faced by his accuser in the presence of his peers.[14]

To sum up, a court convened by a steward stood ready to enforce the union's understanding of the contract and its consensus with respect to conditions. It provided the bedrock to an extraordinary on-the-job discipline and unity. In this way, the opportunity to effect the conditions of their labor, which longshoremen had by reason of their work and the October 12th award, was realized. The court embodied and underwrote an individual and organizational capacity to exercise an ongoing measure of job control.

The Formal Recognition of Union Power

Institutionalizing Union Discipline

By 1937, the reality of this union power was formally recognized in the collectively bargained agreement. The employer's recognition of that power was occasioned by their interest in minimizing job actions. For reasons to be analyzed, the union was also interested in reducing the need for job actions.

Initially, the employer tried to deal with the rash of job actions through the Labor Relations Committee (LRC) which had been established by the October 12 award. The LRC was to "investigate and adjudicate in each port all grievances and disputes relating to working conditions." However, the employer's effectiveness in an LRC was severely limited. Since the award had not provided an expeditious means for convening an LRC, a job action could last for some time before the committee met. While disputes were arbitratable, that also meant more time would be consumed. At the same time, a ruling on a sling-load, manning or safety dispute was virtually useless to the employers since it did not set precedent. The difficulties of the employer were also much increased because the award did not empower an arbitrator to penalize the men or the union for a contract violation. For these reasons, the union's on-the-job power could not be undermined or dealt with through the grievance machinery.

[14] Herb Mills, *The San Francisco Waterfront*, Berkeley, 1978, 40-46.

The union was back on strike in October 1936. With respect to the grievance machinery, the employers focused their attention on the lack of penalties. They demanded,

> that for any violation of the award or of any decision or rule of the LRC, the workers should be penalized by two weeks' loss of employment for the first offense and an elimination from the registration list for the second offense.[15]

The San Francisco local rejected this and countered with an extraordinary proposal. The union, not the employer, "should be responsible for its members doing a fair day's work for a fair day's pay, with a union committee to try any union member who might violate the award or a working rule." The employers rejected the proposal. A committee to enforce the contract would essentially institutionalize the union's control of the job. On the other hand, how is the union's interest in a "fair day's work" to be understood? The answer is two fold. The union's on-the-job power required a unity that could only be produced by an individual and collective self-discipline. At the same time, this discipline protected the men from disputes they were not prepared to undertake and/or from "bum beefs," i.e., from disputes which would have been viewed as extreme and/or inconsistent with an already fashioned consensus. Like all workers, they lived in a realm of necessity and knew that "the son-of-a-bitch with the dollars" was the employer. They had virtually no interest in "losing dough behind a bum beef," except when it was mounted as a "negotiating tactic" by the union.[16]

When the strike was settled, the union's interest in discipline found expression in the contract. Provision was made for a union "Grievance Committee" which could levy penalties.

> All members of the International Longshoremen's Association shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any International Longshoremen's Association member who its guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel, shall, upon trial and conviction by the International Longshoremen's Association be fined, suspended, or for deliberate repeated offenses be expelled from the Union. Any Employer may file with the Union a complaint against any member of the International Longshoremen's Association and the International Longshoremen's Association shall act thereon and notify the Employer of its decision.[17]

[15] International Longshoremen's Association, "The Maritime Crisis," San Francisco, no date, 18.
[16] *Ibid.*

This language then concluded: "Any failure on the part of any local of the International Longshoremen's Association to comply with this provision in good faith may be taken up by the Employers before the Labor Relations Committee under Section 10." However, since the duties and powers of an LRC and an arbitrator remained unchanged, the employers remained at dead center with respect to disciplining the work force. The union, on the other hand, had come full circle: The individual and collective capacity to resist the employer's control and management hinged on its ability and willingness to enforce its definition of "a fair day's work."[18]

Establishing Union Control of the Job

By 1936, the union's capacity to control the work process and stalemate the grievance machinery also forced the employers to negotiate the issues of sling-loads, manning scales and safety. When the 1936 strike was settled, its power to determine working conditions was accordingly reflected in the contract.

Regarding the sling-load, the new contract said:

> It is agreed that immediately upon the execution of this agreement a Joint Committee consisting of representatives of the International Longshoremen's Association and representatives of the Waterfront Employers' Association shall be appointed for the purpose of investigating, negotiating, and adopting maximum loads for the standard commodities.[19]

By July 26, 1937, the committee had fashioned a coast-wide, sling-load agreement. That had required a coast-wide union consensus as to a proper sling-load of general, break-bulk cargo. The figure agreed upon was 2100 pounds—a compromise between the earlier mentioned figures. The agreement also reflected a highly

[17] *Agreement Between Pacific Coast District, Local 38 of the International Longshoreman's Association and the Waterfront Employer's of Seattle, Waterfront Employers of Portland, Waterfront Employer's Association of San Francisco, Waterfront Employer's Association of Southern California, and the Shipowner's Association of the Pacific Coast, San Francisco,* Feb. 4, 1937, Section 118.
[18] *Ibid.*
[19] *Ibid.*, Section 11h.

detailed consensus on exactly what would constitute a maximum load for a great variety of standardized commodities:

> . . . all loads for commodities covered herein handled by longshoremen shall be of such size as the employer shall direct within the maximum limits hereinafter specified and no employer after such date shall direct and no longshoremen shall be required to handle loads in excess of those hereinafter.[20]

The agreement went on to give maximum sling-loads for nine types of commodities in amazing detail. The category of canned goods is typical.

(1) CANNED GOODS
24-2 1/2 talls, 6-12s talls and
48-1 talls (including salmon)—35 cases to sling load
or when loads are built of

3 tiers of 12----------	36 cases to sling load
24-1 talls----------	60 cases to sling load
24-2s talls----------	50 cases to sling load
6-10s talls----------	40 cases to sling load

miscellaneous cans and jars—Maximum, 2100 lbs.

Such specifications had profound consequences for the union's power over the job. It meant that a longshoreman who was ordered to build, hoist or otherwise work a load in excess of these limits had the *contractual right* and *union obligation* to refuse to do so. For that reason, the agreement was printed up on a folding, pocket sized card so that the men could pack it with them on the job.

The agreement, moreover, did not preclude the men from refusing to work even a sling-load so specified. Thus, it stated: "The purpose of the parties in negotiating this scale of maximum loads for standard commodities is to establish a reasonable loading and discharging rate. It is agreed that the employers will not use the maximum loads herein set forth as a subterfuge to establish unreasonable speed-ups; nor will the ILA resort to subterfuge to curtail production." Therefore, while longshoremen had a contractual right to question *any* sling load, the agreement also stated that its purpose was "to establish a reasonable loading and discharge rate under working conditions applicable to the operation, including the number of men used." As a result, when longshoremen felt a sling load was unreasonable because of operational circumstances or insufficient manning, they could refuse to work it. With respect to the issue of sling loads, then, the union's struggle for job control ended to its enormous advantage.[21]

[20] *Maximum Loads for Standard Commodities: Pacific Coast Ports*, San Francisco, July 26, 1937.

The union's advantage was used with a restraint that deserves comment. It had earlier evidenced an inclination towards restraint with the proposal that it "should be responsible for its members doing *a fair day's work* for a fair day's pay." The proposal was now given form and substance by the specification of a "reasonable" sling-load for a long list of cargoes, each of which still left the physical demands of the work very high. However, this also allowed for a concrete fashioning of a community and union among men who took pride in the performance of their work.

As the union progressively set the conditions under which the work would proceed, the imperative of performing the work became absolutely paramount when those conditions prevailed. That imperative was voiced by a number of sayings that to this day are virtually universal amongst the San Francisco longshoremen. For example, there is the admonition that "you've got to meet the hook." This means that the work must be carried on at a pace that will not unduly slow the movement of the cargo hook of the ship's gear. By the same token, a worker may occasionally be prodded thusly: "Hey, man, the hook's hanging," i.e., the hook is stopped and the winch driver who controls its movement is waiting with or for a load of cargo. A much more inclusive saying, and this is used with reference to both the work and union matters, is "Do the right thing." Finally, the emerging of a sense of union, brotherhood, and community with the imperatives embedded in the work was captured by the saying "Face me or face the ladder." This meant, as it does today, that a worker who was not performing the work as best he could had no right to face his fellow longshoremen, and was for that reason being "invited" to "hit the hatch ladder," i.e., to climb out of the hold of the ship and leave the job.

The agreement ending the 1936 strike made no provision for coast wide penalty rates, i.e., extra pay for working particularly

[21] *Ibid.*

dangerous, difficult, dirty or otherwise obnoxious cargoes. However, when the sling load committee convened, the union was able to persuade the employers that such rates should be negotiated. It did so by arguing that until such rates were established, the employers could only expect "slow-downs" or, when work was plentiful, some difficulty in getting men to work the less attractive cargoes. As a result, a coastwide penalty rate agreement was also hammered out by July 26. It too reflected the capacity of West Coast longshoremen to fashion an extraordinary consensus amongst themselves and to specify in great detail the cargoes warranting particular rates of pay.

The section on shovelling commodities is typical:

> 3. For Shovelling all commodities except on commodities earning higher rate.
> Straight time, per hour----$1.15
> Overtime, per hour----$1.70
> To Boardmen stowing bulk grain:
> Straight time, per hour----$1.25
> Overtime, per hour----$1.70
> For handling bulk sulphur, soda ash and crude untreated potash
> Straight time, per hour----$1.40
> Overtime, per hour----$1.85
> Untreated or offensive bones in bulk:
> Straight time, per hour----$1.70
> Overtime, per hour----$1.70
> For handling phosphate rock in bulk:
> Straight time, per hour----$1.25
> Overtime, per hour----$1.70

As was true of sling-load size, the union secured such rates because of its capacity to effect slow downs on the job. Both agreements were subsequently amended and added to as new cargoes and new packaging appeared. This was accomplished, however, without the union having to resort to the job actions it had employed from late 1934 to early 1937. Evidently, the employers had come to fully appreciate the power, and perhaps the restraint, of the men and their union.

The 1937 contractual language on safety also reflected the union's capacity to specify conditions under which longshoremen would work and the grounds on which they could refuse to do so. The employers now had the affirmative contractual obligation to provide "safe gear and safe working conditions." This

meant that when the gear or conditions were unsafe the men had a right to refuse to work. A joint committee was also set up to negotiate a safety code. Its mandate was quite specific. The safety code was to include:

1) Stretchers on ships and docks to be used in case of accident.
2) Sanitary facilities for water supply.
3) Minimum requirements for space from hatch coaming. (This rule would go some distance toward reducing the dangers of uncovering and covering hatches.)
4) Sufficient space for clearance of cargo.
5) Minimum clearance between decks.
6) Extension levers. (i.e., extension levers to the winch handles, a rule which would reduce the fatigue of operating winches).
7) Elimination of work on deck when hatches are not covered.

Since, however, the employer now had the affirmative responsibility to provide safe working conditions, the union did not have to wait for a safety code to effectively pursue issues of safety on the job. The employers were now contractually obligated to provide safe working conditions and, if they did not, the men had a right and an obligation to refuse to work. The union's power in this regard was enhanced by a fairly detailed safety code that had been in the industry since the 1920s, but which had never been adhered to by the employers. That code was now enforceable by reason of the employer's affirmative responsibilities and the union's corresponding right to refuse to work in violation of it.[22]

Between 1934 and 1937, West Coast longshoremen moved a long way toward securing a whole host of contractually specified conditions under which they would work. The union's right and power to enforce those specifications was also explicitly recognized in the 1937 contract:

> The employees shall perform work as ordered by the employer *in accordance with the provisions of this agreement.* In case a dispute arises, work shall be continued pending the settlement of same in accordance with the provisions of the agreement *and under the conditions that prevailed prior to the time the disputes arose.*[23]

The consequences of this provision were extraordinary because

[22] *Agreement*, 1937, Section 11g.
[23] *Ibid.*

the 1934 award had stipulated that "the employees must perform *all work as ordered by the employer*" (Arbitrator's Award, October 12, 1934, Section 11 (b)). This language therefore transformed the contract from a document that was certainly intended to be open-ended and permissive with respect to the employer's right to direct their operations into an agreement that was specific, detailed, and restrictive.[24]

Since they were bound to work only under the specific provisions of the agreement, a rank-and-file longshoreman, a steward, a "people's court," or a union officer could initiate an on-the-job proceeding that may indeed be compared to the ancient English *quo warranto* proceeding. In other words, the men now had a contractual right to ask an employer "by what right?" he had ordered one thing or another. They also had a union obligation to refuse an order unless the employer could cite a specific provision of the agreement which granted him a right to issue it.

The contractual provisions relating to sling-load, manning and safety which the union had secured by 1937 reflected and embodied its capacity to determine working conditions. They transformed the intermittent, rough-and-tumble use of that capacity into a continuous and enhanced union presence and power. The stipulation that work would proceed only in accordance with contractual provisions was both the capstone and foundation of the kind of control West Coast longshoremen had gained over their work by early 1937.

From a contractual point of view, the union's power now had two additional sources: its right to work only in accordance with specifically agreed upon conditions and its right to question the grounds for any employer's order. When used together, these weapons provided an exceptional leverage. The men and the union no longer needed to resort to job action to enforce their determination of what was safe, sensible and proper longshoring.

Contractually Defensible Solidarity

Having established this kind of power, the union also used it to directly support a burgeoning American labor movement. It did so by successfully defending its members right to refuse

[24] *Ibid.*, Section 11b.

to cross the picket line of a striking union, to refuse to handle "hot-cargo," i.e., cargo owned by an employer being struck, and honor what came to be known as a "secondary boycott." The union had repeatedly sought to establish these rights through negotiation and job actions since the end of the 1934 strike in part because it had itself embarked upon an organizing drive among warehousemen and bargemen. These struggles were also mounted because it was determined to provide concrete support for organizing other unions. Thus, for example, in 1935 the San Francisco local made the following statement:

> The entire membership of the I.L.A. twice voted by secret ballot not to handle Vancouver freight because longshoremen of British Columbia were on strike to establish the same conditions now prevailing on the rest of the Coast. If I.L.A. men had handled this freight, they would have been helping the shipowners to break the strike of fellow union men. They would have automatically become strike-breakers themselves.
>
> The same principle was involved in the more recent "hot cargo" dispute involving River Lines, Inc.—against which the bargemen were striking—and the products of Santa Cruz Packing Company of Oakland which locked out its warehousemen MERELY BECAUSE THEY HAD JOINED THE UNION. . . .

The statement ended by invoking the *quo warranto* proceeding:

> The longshoremen have refused to break through the picket lines of other waterfront unions and to "scab" on men who supported them in the strike of 1934. There is *nothing in the agreement*, including the award of the National Longshoremen's Board, which forces them to do so.[25]

In its 1936 strike statement the local also complained that the employers had "made an issue of every instance where a longshoreman refused to handle 'hot cargo.'"[26]

It was not until early 1939, however, that an arbitrator's ruling tacked down the right of longshoremen to refuse to cross the picket line of a striking union. The heart of that ruling was contained in the following observation:

> It would place an unwarranted strain upon the language of Section 11 (b) to hold that it was the intention of the parties that the longshoremen

[25] International Longshoremen's Association, Local 38-79, *The Truth About The Waterfront*, San Francisco, no date, 13-14 (emphasis in original).
[26] International Longshoremen's Association, "The Maritime Crisis," *op. cit.*, p. 14.

should be required to work cargo upon a dock which at the time is the scene of a strike; especially when it would be necessary for the longshoremen to run a picket line in order to perform their work.

The ruling continued:

> Section 11 (b) does not mean that the employees must perform their work as ordered by the employers under any and all circumstances. *It means just what it says; namely, the employees shall perform work for the employer in accordance with the provisions of the agreement . . . In the absence of an express agreement that the longshoremen would pass through the picket line of another union on strike, it is to be implied that both parties to the agreement of October 1, 1938, knew or should have known that the longshoremen would not pass through such a picket line.* There are certain basic tenets of unionism, a knowledge of which can be reasonably charged to all employers. As pointed out by counsel for the union at the hearing, one of the cardinal principles of unionism is that a union will not permit itself to be used as a means of breaking the strength of another union which at the time is out on strike.

Having next observed that "The 'sanctity of picket lines' is basic in the teaching and practices of American unionism," the arbitrator then found that ". . . the Waterfront Employers Association knew or should have known when they entered into the agreement of October 1, 1938 that if a strike situation involving such facts . . . should arise, the longshoremen under the agreement would not be expected or required to go through the picket line."[27]

With respect to the picket line of a striking union, this ruling also strengthened the union's implicit right to refuse to handle hot cargo and to support secondary boycotts. The subsequent history of these rights cannot be dealt with here. Suffice it to say that they were greatly affected by national legislation aimed at progressive trade unions. Prior to the passage of that legislation, however, this ruling provided a contractual basis for on-the-job expressions of working class solidarity on the part of West Coast longshoremen.

* * *

Given the nature of the work they performed, the contractual terms of their employment, their organizational capacity for

[27] *In the matter of a controversy between Waterfront Employee's Association, Complaints, and the International Longshoremen's and Warehousemen's Union, Local 1-10, Respondents. Involving the refusal of longshoremen to go through a picket line of the Ship Clerks and Checkers at the Encinal Terminal,* Arbitrator Wayne Mose, Mar. 2, 1939, Eugene, OR, emphasis added.

job actions and a grievance machinery which essentially worked only with their sufferance, the West Coast longshoremen were able to affect a very substantial control over the organization and circumstance of their labor before the close of the 1930s. Following a measured and limited relaxation during World War II — and despite the government's severe and broadly waged post-war attacks on labor — that control was subsequently reasserted and for the most part maintained into the early 1960s.

By all report, worker control of this order has not been exercised once a collectively bargained agreement has been struck. The longshoremen of San Francisco, however, were able to do this because of these factors and the social relationships which they produced. These conditions permitted an occupational community to be forged in which longshoremen could use a contractual agreement to implement their conception of what was safe, sensible, and proper work. Indeed, restricting the employers right to direct work to specific provisions of the contract virtually eliminated managerial prerogative.

Unlike factory workers, longshoremen were not tied to machines nor paced by an assembly line. The distinctive and successively necessary activities of longshoring were not started, integrated or paced by physically located machines or lines. On the contrary, longshore workers had to be started and re-started in a proper sequence and in successively proper locations. Efficient longshoring therefore depended to a considerable degree on the dock workers' ability to exercise judgment and initiative while performing their work. The spatial arrangement of conventional longshoring also contributed to Local 10's eventual ability to control the pace and conditions of the work. Working in close proximity enabled longshoremen to regularly speak with and see each other. Working within sight and sound of each other subsequently helped them resist speed-up, sling-load sizes, and capricious directives. In San Francisco, the gang system also helped fashion a sense of community among longshoremen. Unlike factory jobs, working together in gangs facilitated deeply intimate and long-lasting relationships in which loyalty was a premium. The gangs encouraged the men to look out for and protect the interests of one another. When the union later established a steward system, it was anchored in the gangs' organization.

It was, however, the organization of work allocation instituted after 1934 which fundamentally underwrote the San Franciso longshoremen's ability to control the conditions of their labor. The hiring hall, rotary dispatch and gang system produced social relationships at work which, evidently, were virtually unknown in other industries. The rotary dispatch ended the shape-up and dismantled competition between longshoremen for work. It therefore fostered unity and solidarity among Local 10 members. At the same time, it deprived employers of a traditional weapon for disciplining workers: when longshoremen were "fired" from a job, they were returned to the hiring hall but not dismissed from the industry. The dispatch allowed the union to return "troublemakers" to the job from which they had been "fired." In addition to being the location where work was allocated, the hiring hall was also crucial as a place to relax and talk. It was a community center in the deepest sense of the term. Thus, the social bases for solidarity and unity were intrinsic to the work and the contractual grounds on which it was allocated. The militancy and organization expressed on the docks were therefore rooted, and perhaps uniquely so, in a social system.

In sum, unlike the factory system, efficiency in the West Coast longshore industry after 1934 depended on the decentralization of initiative. In order for the system to work, longshoremen had to be permitted to organize and regulate their own work activities in accordance with the contract. For ships to be loaded and unloaded quickly, on-the-job disagreements had to be resolved immediately. Employers were therefore fundamentally dependent on the initiative and good-will of their workers.

The contractual grounds for a noticeable decline in workplace control on the San Francisco waterfront came with the "Mechanization and Modernization" (M&M) agreement of 1961–1966. That agreement consciously allowed employers to introduce radically new technologies, especially for the handling of bulk cargoes and cargoes that could be containerized. These technologies literally transformed the operational circumstances of longshoring. Instead of being labor intensive, it became increasingly capital intensive and the work began to resemble factory tasks. Compared to conventional longshoring, it became increasingly routinized and machine paced. Control of the labor process became cen-

tralized, traditional skills unnecessary and the sequencing of ship work preplanned by computer. Thus, employers were increasingly less dependent on the skill and good will of longshoremen. While developments of this order are continuing into the present, the new technology has also changed the spatial arrangements of the work. Longshoremen rarely work face-to-face. The facilities today are spread over many acres, the ships are far larger, and the crane operators work 70 feet above ground. As a result, the cooperative work and social contact which once distinguished longshoring is for the most part non-existent. The new technology has therefore reduced the longshoremen's capacity to affect and maintain workplace control.

Capital intensification of longshoring during the first M&M also drastically reduced the number of dockworkers on many operations. That occurred under section 15 which stated that the union could not interfere with the employers' right to operate "efficiently" and to use "labor saving devices." It also freed the employers from sling load limits and any requirements to utilize "unnecessary men." Disputes over the application or intepretation of the provision were to be submitted to the Coast Labor Relations Committee. During the second M&M (1966–1971), capital intensification was dramatically accelerated.[28] That agreement also underwrote the utilization of the new technologies by modifying dispatch rules and job categories. Thus, Section 9.43 permitted employers to hire "steady, skilled" equipment operators without regard to seniority, job classification, or skill training. It left the union with no way to equalize earnings between 9.43 men and skilled longshoremen working out of the hall. It placed no limit on the numbers or length of time in "steady" employment.

Except for questions of safety, the new M&M agreements radically reduced the union's ability to use the contract as a weapon for implementing its conception of how work should proceed. Section 15 was completely open-ended regarding the employer's use of men and machines. Its lack of detail allowed employers to initially determine manning scales. Remanding disputes over manning to a coast-wide committee removed a very powerful

[28]By 1969, the Oakland waterfront, which is worked by Local 10's members, had become the second largest container port in the world, second only to Amsterdam.

weapon from the union's contractual arsenal. So long as differences had to be managed on the job, longshoremen could control the work by withdrawing their efficiency or stopping work. Except under conditions of "onerousness," disputes over manning could no longer be settled on-the-job with contractually sanctioned work stoppages.

Section 9.43 negated the contractual principles of rotational job dispatch, seniority and skill certification. Because men could now be shifted from one machine to another, it also undercut the union principle of one man, one job. The basic principles of the hiring hall were thus undermined. Local 10 could no longer equalize job opportunities. The resulting competition among longshoremen for jobs also subverted the unity and sense of community necessary to control the work. Indeed, this new provision essentially introduced a new kind of "shape-up." In combination, sections 9.43 and 15 also contributed to the decline of the gang system. This in turn further eroded the local's capacity to mount contractually sanctioned job actions. Thus, the community which had been created and maintained between 1934 and the early 1960s was effectively breached on the waterfront during the M&M agreements.[29]

A work now, grieve later doctrine also emerged with the signing of the first M&M. This doctrine substantially restricted the contractual grounds for workplace control. The San Francisco employers began to argue that longshoremen must "work as directed" except when ordered to work in an unsafe or onerous manner or when confronted by a contractually sanctioned picket line. They contended that all other on-the-job disputes or questions had to be settled through the grievance machinery at a later date.

Routinely sustained by arbitrators, this doctrine effectively undercut the use of contractually sanctioned job actions except under three very limited conditions. In contrast to the pre-M&M era, the longshoremen of today are therefore largely precluded from immediately enforcing their understanding of the contract. This doctrine also explicitly relieves the employers of the need to expeditiously resolve a great range of disputes. Thus, in com-

[29]It should be noted that when the second M&M expired, the longest strike in the history of the nation's maritime industry erupted on the West Coast docks.

bination with a centrally controlled and capital intensive technology, it has radically restricted the longshoremen from enforcing their conception of how work should proceed. By the same token, managerial interest in abiding by the contract and immediately resolving disputes has been very sharply reduced. Indeed, it may be argued that today's employers are structurally *induced* to violate the contract under the guise of their "permissive, managerial" prerogatives when that is to their economic advantage.

The ILWU experience prior to the M&M agreement stands out as an exception to an apparent consensus among historians of American labor: Regardless of "school" or perspective, these historians agree that once a contractual relationship with management is negotiated, the rank-and-file of a union is virtually precluded from exercising any significant measure of shop-floor activity and workplace control. By any American standard, the contractual grounds upon which the West Coast longshoremen could control the pace and organization of their labor from the 1930s to the middle 1960s was evidently unique. In comparison, present day opportunities of American workers (including those dockworkers) to resist the domination of capital are extremely narrow and limited.