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Introduction

Container cranes dominate the Oakland skyline. The first one appeared in the Bay Area in 1958, to load the containerized ship, the *S.S. Hawaiian Merchant*. That summer, the *Merchant* sailed through the Golden Gate with twenty aluminum-alloy boxes stacked on its deck. Its voyage, a unique event in maritime history, foreshadowed the new technology that would completely transform the shipping industry. Over the course of the 1960s, colossal container cranes began to emerge, not just in Oakland but also across the world. Along the West Coast, the cranes were the direct result of a series of Mechanization and Modernization (M&M) Agreements made between the International Longshore and Warehouse Union (ILWU) and the Pacific Maritime Association (PMA). In exchange for a particular set of benefits, the union, which organized West Coast port workers, gave its employers permission to mechanize the industry.¹

The contracts received almost universal fanfare. Observers praised the coast wide agreements as “pioneering” solutions to problems regarding labor and automation. *The San Francisco Chronicle*, for instance, wrote that the first agreement moved shipping and longshore operations “out of the middle ages,” while an Alaskan newspaper hoped the deal would “establish a pattern for other peaceful labor negotiations.” The union leadership characterized the deals as “epochal” and congratulated themselves on their ability to “put the machine to work for the good of [union] members.” On the other side, J. Paul St. Sure, president of the employers’ association, admired the “imaginative” deals that had put an end to 25 years of union contracts “based on restrictions.”² There were high hopes all around.

¹ Herb Mills, *The San Francisco Waterfront: Strife and Consequences of Industrial Transformation, 1958 – 1973* (unpublished manuscript, last modified 2002), International Longshore and Warehouse Union Library (hereafter UL), Herb Mills Papers, 1,2,7; Robert O. Self, *American Babylon* (Princeton: Princeton University Press, 2005), 154; William Finlay, *Work on the Waterfront* (Philadelphia: Temple University Press, 1988), 6.

² “‘Epochal’ Dock Agreement on Mechanization, Modernization Will Go to Referendum Ballot,” *The Dispatcher*, Oct 21, 1960, accessible from archive.ilwu.org (hereafter DIS); “Coast Mechanization Fund Stirs National, Worldwide Interest,” *Dispatcher*, Nov 4, 1960, DIS; “How to Read Signposts,” *Dispatcher*, Nov 18, 1960, DIS; Lincoln Fairley, *Facing Mechanization: The West Coast Longshore Plan* (UCLA: Institute of Industrial Relations, 1979) 164,167.

Soon after the M&M Agreements were signed, containers and other forms of mechanization took hold in docks across the Pacific, profoundly affecting working conditions on the waterfront. Eventually, container cranes began to dot the skylines of every major West Coast port, from Los Angeles to Seattle. By the late 1960s, over 40% of all cargo was shipped in containers. As a result, longshoremen became extraordinarily more efficient: the tonnage of cargo moved per hour per individual worker jumped from 1.5 tons to 37.5 tons. As the cost of labor per ton fell, port revenue skyrocketed. Between 1955 and 1970, for instance, the Port of Oakland's operating income went from \$742,000 to \$6.5 million.³ The waterfront was being restructured.

Within the ILWU, the M&M Agreements generated a large amount of debate. The acclaim that greeted the contracts disguised the controversy that raged within the union's ranks. In many ways, ILWU leadership, driven by a fear of machines, took an atypically conservative stance during negotiations. For some rank and file longshoremen, the contracts seemed like "sell outs" and these workers were quick to voice their complaints. According to them, the union's new benefits were not fair compensation for all that it had given up.

In fact, the ILWU gave up a lot. While 260-ton container cranes are the most visible part of the story, they are only half of it. The other half is about power. Before containerization, the ILWU controlled production on the docks through its various institutions, most importantly, the dispatch hall. With a variety of work rules in place, the union protected longshoremen and had an upper hand in disputes with employers. The M&M Agreements were as much about undercutting this power as they were about automating the industry. The dual purpose was even represented in the name of the contract: while "mechanization" referred to new machinery, "modernization" was code for the changing power dynamic. Ultimately, as the container cranes went up, the union lost its traditional control of production. The two stories are intertwined.

³ Finlay, *Waterfront*, 63,19; Self, *Babylon*, 155.

As the 1960s progressed, the fears that rank and file longshoremen had articulated during the signing of the first M&M Agreement came to pass. The situation frustrated many union members. During the late 1960s, the ILWU was losing ground in terms of membership and wages. Employers had capitalized on their newfound power to undercut the union's historic control of the industry. Competition from the Teamsters' union (IBT) also added to the difficulties. When a new contract was up for negotiation in the early 1970s, the rank and file expressed their grievances by voting to strike. The Strike of 1971 was the longest in the union's history and it was predicated on the failures of the M&M Agreements. Although the strike ended with a settlement that the union's leadership labeled a "victory," it left much unanswered. The union was unable to reclaim the control of production that it had sold during the previous decade. "Mechanization" and "modernization" ensured that the industry was never going to be the same.

The ILWU and the PMA

The International Longshore and Warehouse Union organized West Coast labor involved in the shipping of cargo. The industrial union emerged in the 1930s and in the 1960s it represented around 14,000 longshoremen, men who worked on the loading and unloading of ships. During the 1960s, the union was still led by its original president, Harry Bridges, and it had a central office in San Francisco with a large number of "Local" divisions in various ports across the coast. An elected leadership negotiated the union's contracts, which were ratified by all longshoremen through a secret referendum ballot. Across the table was the Pacific Maritime Association, which employed longshoremen on the West Coast. Like the ILWU, the PMA had its central offices in San Francisco, in addition to smaller offices scattered along the Pacific. According to the PMA, its primary function was to represent its member companies in all labor negotiations. The Association also administered the contracts on a day-to-day basis once they were confirmed and was responsible for paying the

longshoremen. Finally, the PMA collected payments from the shipping companies into a welfare and pension fund.⁴

In the 1960s, the ILWU was known for its militancy, a reputation that the union itself encouraged. Since its inception, the ILWU had been consistently involved in strikes and job action. In fact, the union was created following a famed strike in 1934. Reeling from the Great Depression, West Coast longshoremen rejected company unionism and decided to “hit the bricks.” The 81-day strike resulted in violent clashes with local law enforcement, which climaxed when police in San Francisco fatally shot two strikers. In fact, to this day, the union commemorates the martyrs of “Bloody Thursday” with floral wreaths and honor guards. In the years between 1934 and 1960, however, over twenty strikes and thousands of instances of job action characterized West Coast longshore work, with the union’s second major coast-wide strike occurring in 1948. Besides its propensity for striking, the union was thoroughly identified with radical politics. Union president Harry Bridges was widely believed to be a communist, and the US Department of Justice (DOJ) frequently attempted to deport him to his native Australia. Although the attempts failed, it was not for lack of trying. Between 1934 and 1955, Bridges was involved in a case almost every other year; one politician even tried to change an immigration law so that the DOJ would have no trouble removing Bridges and “others of similar ilk” from the country. Additionally, ILWU leaders refused to sign anticommunist affidavits and were purged from the Congress of Industrial Organizations (CIO) in 1950. Looking back on the situation a decade later, the union wrote that the CIO had “drifted away from its founding principles and stagnated into an organization relying on political deals instead of rank and file fight.” Consequently, ILWU leaders claimed that the union’s membership “exhibited no alarm” at their “expulsion” from the CIO. The ILWU was certainly

⁴ Finlay, *Waterfront*, 48; PMA, “What It Is and What It Does” (Pamphlet prepared for circulation, San Francisco, 1964), Institute for Research on Labor and Employment, California and West Coast Labor and Industrial Relations, Longshore Workers (hereafter IRLE), accessible from irle.berkeley.edu/library/collections_dig.html (Ib001138), 1.

proud of its militancy: the union's 1963 internal publication that documented its history was subtitled, "Three Decades of Militant Unionism."⁵ By 1960, the union had an established reputation. During the previous thirty years, the ILWU had fostered a radical and aggressive image.

Break Bulk Longshoring

Until the changes that took place during the 1960s, longshore work continued to be "break bulk," a process where workers manually stowed cargo in the holds of ships. Many longshoremen were quick to acknowledge how little their work had changed over the years. Lincoln Fairley, the research director of the ILWU, claimed in 1961 that "the longshore industry is technologically among the most backward." For the most part, longshoring remained the same as it had been in "ancient times." The union published pamphlets that reminded readers that olives from Greece were loaded "in the same kind of barrel that traveled...in the days of sailing ships" and Fairley admitted that "an industrial engineer...would be horrified to find sacks of coffee...being handled just as they have been handled since sailing ship days." Burlap sacks were still carried on the backs on longshoremen who packed the cargo in the ship's hold. Other cargo, in the form of drums, barrels, and boxes, was stowed in the same "hand handling" manner that required extensive manual labor.⁶ Intensely physical, this break bulk system structured longshore work on the waterfront.

Specifically, holdmen, winchmen, and dockmen worked together to carry out a break bulk loading operation. These individuals formed a longshore "gang." First, dockmen prepared the cargo to be loaded on the apron of the dock. Each operation used two adjacent winches, one sat above the ship's hatch and the other sat above the dock. Connected to their wire was a "cargo hook" that could be moved by the winches in a line between the dock and the hold. Once the cargo was loaded

⁵ ILWU, *The ILWU Story: Three Decades of Militant Unionism* (San Francisco: ILWU), 1963, IRLE, 18,78,20,67,68; Max D. Kossoris, "Working Rules in West Coast Longshoring," *The Monthly Labor Review* January (1961), IRLE (Ib000174), 1,2.

⁶ Lincoln Fairley, "The ILWU-PMA Mechanization and Modernization Agreement," *Labor Law Journal* July (1961), IRLE (Ib000176), 665; David Wellman, *The Union Makes Us Strong* (Cambridge: Cambridge University Press, 1995), 138; ILWU and PMA, *Men and Machines: A Story About Longshoring on the West Coast Waterfront* (San Francisco: ILWU and PMA, 1963), IRLE (Ib000189), 21.

on the hook, the winchman would move the load into the hold where it would finally be stowed by the holdmen, either by hand or with the help of machines like forklifts. The simplest way to spot an effective longshore gang at work was to observe the hook; ideally, the hook would be in constant motion, continually travelling with cargo between the dock and the hold of the ship. “Keep the hook moving” became a familiar waterfront refrain. In similar slang terms, the ability of a longshore gang to “meet the hook” meant that there were no delays in the hold or on the dock as the cargo hook traveled between the two.⁷ This multiple part process of movement from the dock to the hold and back required the focus and attention of several longshoremen. By working together, these individuals carried out the complex task of loading and unloading ships.

Break bulk longshoring required a particular set of skills and longshoremen approached their jobs with a sense of pride. There was little room for error: improperly stowed cargo could cause a ship to list at sea, thereby endangering the lives of crewmembers. As a result, longshoremen worked hard to achieve a “tight stow.” It was a difficult task, primarily because cargo came in a nearly infinite variety of shapes and weights, all of which had to be fitted into an irregularly sized ship’s hold. Each ship presented a new puzzle that called for ingenuity, foresight, and three-dimensional vision. Additionally, holdmen had to know techniques for manually lifting enormous loads. The 500-pound bales of cotton or the 250-pound drums could easily break the back of the uninitiated. On the decks of ships, winchmen carefully maneuvered hundreds of pounds of cargo above workers’ heads. By taking in and playing out cable, the winch operators controlled the cargo as it moved from dock to hold. Longshoremen were proud of the difficult work they performed. One winch operator claimed his job was “like a ballet,” while a union pamphlet reminded workers that it was “the skill and know-how of experienced holdmen” that kept ships safe on stormy seas. One individual put it

⁷ Wellman, *Union*, 146,49,50; Maritime Cargo Transportation Conference, *Cargo Ship Loading: An Analysis of General Cargo Loading in Selected U.S. Ports* (Washington DC: National Academy of Sciences 1957), IRLE (Ib000178), 15,16; Fairley, *Labor*, IRLE, 677.

more simply: “I can do the job better than anybody else,” he said, before adding, “That’s why I’m a longshoreman.” Even outsiders acknowledged the complexity of the work. “Such work can be learned only after several years of constant and persevering application,” said one waterfront observer.⁸ Clearly, break bulk longshoring was valuable work that required a particular depth of knowledge. Equipped with a set of skills that took years to master, longshoremen were proud of the work they did and the way they made their living on the docks.

The union was also an exceptionally close-knit organization, comprised of family and community members that had spent generations working together. A remarkably stable workforce meant that many longshoremen shared a history. Longshoreman Herb Mills, for instance, remembered that “neighbors and relatives frequently worked in the same gang for years.” Over the course of their lives, these “long acquainted” gang members would collectively experience both the good and the bad. For Mills, the good meant eating, drinking, and playing cards together. “Beefs” and “work stoppages” comprised the bad. In the words of the old waterfront saying, longshoremen “struck together and stuck together.” Connections between union members ran deep. In particular, longshoremen working in the hold formed especially strong bonds. There, “work partners” acted as a team to lift and stow cargo. Trust and communication were central. “The emotional relationship between partners is more important than tonnage,” one longshoreman asserted. Another explained that he liked working with his partner because he made “hard jobs easy, and easy jobs a rhumba.” “Work partners” often became lifelong friends.⁹ Strong social bonds characterized break bulk longshoring and union members went to work alongside their friends and family.

Within the ILWU, a complex hierarchy built around seniority and respect structured the job. At the bottom were gangs, made up of holdmen, winchmen, and dockmen collectively supervised by

⁸ Wellman, *Union*, 139,42,3,50; ILWU, *Men and Machines*, IRLE, 30; Wellman, *Union*, 139; Finlay, *Waterfront*, 39.

⁹ Herb Mills, “Labor/Management Relations: On the Ships and Docks Part One: ‘The Good Old Days’” (paper, prepared for the Institute for the Study of Social Change, UC Berkeley, 1978), IRLE (Ib000213), 11,5; Wellman, *Union*, 141.

a “gang boss.” The boss was elected by his fellow longshoremen and often had years of experience working in the hold. Holdmen were proud to work for their boss and the boss, in turn, had to know how to manage his men. Respect was central. Longshoreman Cleophas Williams recalled that the union was “the most democratic organization” he knew; bosses got their jobs by moving through the ranks. “Favoritism was minimized,” remembered Williams. Guided by the leadership of the boss, gangs worked as teams to load and unload ships. According to Herb Mills, a gang’s job performance depended on its ability to “collectively exercise initiative.” Supervising all the gangs in an operation were “walking bosses.” These individuals had also passed through a “lengthy and democratic” process of selection and were respected as the “elder statesmen” of the docks by the union members. In addition to the handling of cargo, “stewards” administered ILWU policy on the waterfront. Known as “the union on the job,” the stewards ensured that working rules and regulations were enforced. Deeply familiar with the contract, stewards would address disagreements between union members and employers on the job. If a “beef” continued to escalate, a union “business agent” might be called who would deal with the dispute on a larger scale.¹⁰ Their representation was an important component of the industry. Protected by stewards and business agents, gangs worked under the supervision of established longshoremen to get the job done.

The ILWU and the Balance of Power on the Docks

The ILWU’s historic clashes with its employers ultimately gave the union control of the dispatch hall, which in turn meant that the ILWU controlled the labor supply on the waterfront. Conflicts over the hiring hall were central to both the 1934 and 1948 strikes. In the first instance, the settlement was decided by the federal government, which handed down a pro-union ruling. When employers attempted to undermine those gains in 1948, the union struck and won for the second time. The result was that employers were forced to recognize ILWU control over the dispatch hall.

¹⁰ Mills, “The Good Old Days,” IRLE, 4,6,8,9,18; Cleophas Williams in Harvey Schwartz, *Solidary Stories: An Oral History of the ILWU* (Seattle: University of Washington Press, 2009), 51.

Under this union controlled hiring system, longshoremen reported in the morning to the dispatch hall, where union elected dispatchers filled employer requests by assigning longshore gangs to ships. At the end of the job, longshoremen returned to the hall where they would be dispatched elsewhere. The dispatchers attempted to give all workers equal hours by looking through the payroll records supplied by the shipping companies. No longshoreman worked permanently for an employer. Instead, the union controlled dispatch hall reversed hiring conventions. Workers selected their employers.¹¹ The system represented a major union victory. Successfully emerging from the major strikes of 1934 and 1948, the ILWU was in charge of the hiring process.

A firm control over the dispatch hall increased solidarity among union members and meant that longshoremen were deeply loyal to the ILWU. Longshoremen depended on the union for their livelihoods. Since “an employer cannot maintain a permanent longshore work force,” an official in the US Department of Labor explained, “the longshoreman must look to the union for his job, and thus his complete loyalty is to the union.” Revealingly, union members who missed meetings or dues were told to “get straight with the church.” Such a system meant that longshoremen were proud and dedicated union members. According to longshoreman Cleophas Williams, the ILWU “gave you a chance to be somebody, to hold your head high.” “This union was the greatest thing in my life,” Williams claimed, emphasizing its contributions to his economic and social growth. “I had the most prized thing on the waterfront, a longshore registration,” he concluded. Appreciation for the union ran deep. Others expressed their devotion more bluntly: “I’d put my ass on the line for the ILWU,” asserted longshoreman Whitey Kelm.¹² The hiring hall created a strong sense of loyalty and camaraderie among union members. Instead of depending on their employers, longshoremen looked to the union for their job security.

¹¹ Finlay, *Waterfront*, 42,3,4; Max D. Kossoris, “Working Rules in West Coast Longshoring,” *The Monthly Labor Review* January (1961), IRLE (Ib000174), 1,2.

¹² Kossoris, *Monthly*, IRLE, 1,2; Mills, “The Good Old Days,” IRLE, 17; Cleophas Williams in Schwartz, *Solidarity*, 51; Whitey Kelm in Schwartz, *Solidarity*, 54.

The power the ILWU wielded over the labor supply through the dispatch hall meant that the union was in a prime position to dictate the rules of production on the waterfront. The ILWU decided how the job was done. In the words of one waterfront observer, the union had “freed” longshoremen “from serf-like dependence.” The union-controlled dispatch hall was at the heart of this “freedom.” Essentially, the system allowed longshoremen to select their assignments and by choosing not to work certain shifts, the union could enforce its regulations on the docks. A report to the US Senate on Labor-Management Relations illustrated the situation best: “The union had a virtual veto power over unacceptable employer proposals...and through control of the dispatcher could enforce union policy and practice.” As a result, longshoremen engaged in job actions without a fear of being fired. By simply refusing to work, the union established its own rules. In particular, the ILWU used its clout to institute a firm cargo weight limit per hook, far-reaching safety regulations, and minimum manning requirements per shift. It would be difficult to overemphasize how important the dispatch hall was to the union’s power over production. Some union members even spoke in hyperbole: “The ILWU is the hiring hall.”¹³ Through the dispatch hall, the union gained control over the way longshoremen worked. With a monopoly over the labor supply, the ILWU used its advantageous position to make life better for its loyal membership.

The union also had a number of “work rules” in place, which employers derisively referred to as “restrictive.” The PMA believed that the rules created unnecessary work and hours for longshoremen. One such practice was “double handling,” which required that cargo touch the “skin of the dock” after it was handled by someone other than a longshoreman. As a result, cargo removed from a truck was repacked on the dock before it was transferred into a ship’s hold, the thought being that only a longshoreman knew how to safely pack cargo. “Skimming” was another

¹³ Harvey Swados, “West-Coast Waterfront—The End of an Era.” *Dissent* Autumn (1961), 449; US Congress, 1948, *West Coast Maritime Industry*, Report of the Joint Committee on Labor-Management Relations. 80th Cong., 2d. sess., Senate Report 986 in Finlay, *Waterfront*, 44; Finlay, *Waterfront*, 45,6,7; Mills, “Modern Longshore Operations,” IRLE, 62.

example. Longshoremen would “skim” any load that appeared to weigh more than the strict 2100 pound cargo limit, repackaging the extra weight. Although these rules had their origins in safety considerations, employers believed they were superfluous. For the PMA, however, the most infamous union practice was the “four-on four-off” gang. The custom dictated that four men stowed cargo in the hold while the other four rested, each half switching roles per load. Employers took issue with the fact that certain longshoremen were getting a full day’s pay for half the work. Job “witnesses” caused similar problems: some longshoremen were paid simply to watch work take place. Eventually, employers expressed their dissatisfaction with what they termed “the progressive and substantial deterioration of longshore productivity.”¹⁴ Unpopular among employers, the union’s work rules reveal the extent to which the ILWU controlled production on the docks.

Although employers supervised the docks, longshoremen were granted a great deal of freedom in how they approached their work. On the docks, superintendents represented the shipping companies and they worked with the union hierarchy to carry out a break bulk operation. A common practice was convening a “summit” in the captain’s cabin, where the superintendent would go over the loading procedure with the walking boss. The ship’s next port, the ship’s gear, the type of cargo, the time of day, the weather, the manpower, and the physical state of the longshoremen were among the factors considered. Once a general plan had been agreed to, the walking boss had the authority to carry it out. The details were left up to the longshoremen and even the gangs themselves. Union member Herb Mills remembered that a “‘good’ superintendent would never directly and publically interfere with an on-going operation.” Rather, disagreements among the upper echelons were settled in private and the walking bosses conveyed the solutions to the gang bosses, who, in turn, instructed their men. Mills recalled there was a mutual respect between the

¹⁴ Kossoris, *Monthly*, IRLE, 2,3; Fairley, *Labor*, IRLE, 674; ILWU, *Information and Union Comment on the 1960 Mechanization and Modernization Fund Agreement Between the Longshoremen of the Pacific Coast and the Steamship and Stevedoring Employers* (San Francisco: ILWU, 1960), IRLE (Ib000182), 8,9.

superintendents and the longshoremen.¹⁵ Although the employers directed work, in a sense they gave a significant amount of freedom to the union members. By working with the union's system, the employers ensured that work was carried out on the waterfront.

When disputes among employers and the union did arise, the ILWU's control of production meant that the union often emerged as the victor. It was particularly important for employers to remain on good terms with the ILWU. Longshoreman Herb Mills pointed out that an "on-the-job dispute was very visible to a fairly large 'audience,'" and therefore a firing or disciplinary measure that was perceived as unjust might generate ill will among the workforce. Moreover, due to the union controlled dispatch system, a fired man could easily appear the next day on payroll or his replacement might be a longtime friend. As a result, employers were constrained by their "dependency on the men." Deescalating a disagreement was often the better long-term strategy. Although disputes cropped up, most were solved with "work around" solutions, where employers modified their original orders. In more serious situations that were not quickly resolved, a union steward might be called to the scene. There, the steward would convene a "people's court" of the working longshoremen who witnessed the incident and who would relate the details of the disagreement. Although the steward might declare the situation a "bum beef" and order the longshoremen back to work, he might take the longshoreman's side and make it clear that a work stoppage could develop. The latter scenario was particularly troubling for employers. According to Herb Mills, employers readily understood that dispute could only lead to "greater operational instability" and a "lack of interest" among the longshoremen. Maintaining friendly relations was far more important.¹⁶ While disputes concerning longshore work clearly surfaced, the union used its control of production to gain the upper hand.

Mechanization: First Steps

¹⁵ Mills, "The Good Old Days," IRLE, 12,13,14.

¹⁶ Ibid., 21,24,40,46,49,50.

During the late 1950s, the PMA focused its energy on increasing waterfront production, either through mechanical means or by gaining control of the union's work rules. The inefficiencies in break bulk loading were widely understood. An analysis of cargo loading, presented to the Maritime Cargo Transportation Office in 1957, noted that "the break-bulk loading operation is still limited by the process of handling individual items." The analysis went further, claiming that "significantly higher loading rates" could only be obtained "by a major change...designed to eliminate the break bulk nature of the loading operations." Recognizing the limitations of break bulk longshoring, the PMA, with approval from the ILWU, hired Max Kossoris from the US Department of Labor to study the situation. According to Kossoris, the employers were upset by the deterioration of longshore productivity and wanted factual data going into the contract negotiations of 1959 and 1960. Kossoris described the employers' position as "How much will it cost us to get rid of the restrictive rules?" With the 1960 contract on the horizon, management had decided to "buy out" the union's restrictive rules and opposition to mechanization.¹⁷ Although the ILWU had controlled production on the waterfront, it was gradually becoming clear to the PMA that the situation needed to change. In order to maximize efficiency, the employers decided they would purchase the union's work rules.

It was clear to both the PMA and the ILWU that changes were on the horizon. New types of technology were already restructuring longshore work before the Mechanization and Modernization Agreements were signed in the 1960s. Many developments appeared during World War II. The bulk loading of sugar began in 1942 and soon expanded to include goods like rice, wine, and grain. Essentially, huge amounts of these cargoes were poured directly into the holds of ships. Grain, for instance, could be loaded in bulk at a rate of 700 tons per hour. As a result, the number of longshoremen required for the operation dropped dramatically; bulk loading could be carried out by

¹⁷ Maritime Cargo Conference, *Loading*, IRLE, 53,5; Kossoris, *Monthly*, IRLE, 1,3.

one third of the men needed for loading bagged cargo. “Unitized loads,” the same type of cargo that had been strapped or glued together, also increased efficiency. Coupled with the introduction of forklifts and pallet boards, unitized cargo shortened loading time dramatically. A lumber ship might have its turnaround time cut in half. The ILWU was aware of the impact these changes might have on the industry. One pamphlet suggested that the “repeated man-handling of cargo could be reduced and eliminated.” On the other side, the PMA was also aware of the possibilities. “Changes in operating procedures were creeping up on the union,” an employer warned.¹⁸ Both the employers and the union had clearly noticed that mechanization was encroaching on traditional longshoring.

In addition, certain shipping companies had been experimenting with container technology since the late 1950s and they began to slowly introduce the new machines to the waterfront. The first container ship on the West Coast was the *S.S. Hawaiian Merchant*, which departed San Francisco on August 31, 1958. The ship’s owner, Matson Navigation Company, had simultaneously built a dockside crane that was soon replicated in Los Angeles and Honolulu. One of the first container services had come into existence. Most of the container ships operating in the late 1950s were partially converted conventional freighters that hauled both containers and break bulk cargo. The first vessel converted completely for containerized cargo was Matson’s *Citizen*, completed in the spring of 1960. Although Matson was the first company to introduce the new technology, others quickly caught on and began making incremental changes to their shipping operations. At the same time, the shipping companies remained relatively nonchalant about the new technology. When asked for a comment concerning the transformative potential in the *Merchant’s* voyage, Matson’s president remarked that “the changeover from present methods” would “be gradual.” The businessman claimed that the best course involved cooperation with labor. “We will have to feel our way along,”

¹⁸ ILWU, *Men and Machines*, IRLE, 36,7,86,58,67; Kossoris, *Monthly*, IRLE, 3.

was his assessment.¹⁹ Machines were appearing on the waterfront. Although their introduction was slow, the union and the employers would eventually need to deal with their presence.

The question of mechanization first emerged in 1957 at an ILWU caucus and it was there that the leadership adopted a controversial “mechanize and protect” position that would guide their subsequent contract negotiations. The caucus met in Portland during October 1957. After reviewing a report on mechanization formulated by a previous caucus, the Portland delegates addressed whether the union should continue its “present policy of guerrilla resistance” toward modernization or “adopt a more flexible policy in order to buy specific benefits” for the longshoremen. Although the ILWU eventually chose the latter route, union member Lincoln Fairley remembered that the choice was hardly straightforward. “Had a vote been taken the first day,” Fairley recalled, “the decision might easily have been...to preserve the status quo.” A report from the union officers to the caucus emphasized that preserving the status quo was popular among rank and file longshoremen who were “determined” to “hold tight” to the old work rules. It was only after three days of intense debate that all 114 members of the caucus voted unanimously to embrace modernization. Their position was to adopt “a program looking to full use of labor-saving machinery with maximum protection for the welfare of the workers.” In November, the union rearticulated its objectives: in exchange for allowing “new methods of operation” to boost the amount of cargo moving through West Coast ports, the union membership would be guaranteed a portion of the savings created by “mechanical innovations” and the “removal of contractual restrictions.”²⁰ Rather than fight mechanization, the ILWU decided to welcome it, provided that union members received the benefits of new technology. This strategy would serve as the foundation for the next decade of ILWU contracts.

¹⁹ Herb Mills, *Strife and Consequences*, UL, Herb Mills Papers, 1,7,8,12,15,16.

²⁰ Fairley, *Labor*, IRLE, 668,9; “Mechanize and Protect Says Portland Caucus,” *Dispatcher*, October 25, 1957, DIS.

A feeling among union members that technological change was inevitable and imminent certainly influenced the ILWU's position. Many union leaders in the late 1950s and early 1960s saw modernization as unavoidable. Longshoreman Lincoln Fairley wrote that the "trend" in the industry was "toward greater use of labor-saving devices and techniques" and the aforementioned 1957 Portland caucus officially characterized mechanization as "an increasing trend here to stay."²¹ ILWU president Harry Bridges believed that it was "only a question of time" before technology appeared on the waterfront and modernization wrested working rules always from the union members. With mechanization looming, a sense of urgency developed around dealing with the problem: Bridges urged the membership to "trade" their control of production for benefits while they still had the chance.²² "Changes were coming anyway and we weren't getting enough for them," recalled an article in the ILWU's newspaper *The Dispatcher*, which went on to praise the union for establishing the principle "of sharing in the benefits of the machine." Another article titled "How to Read Signposts" suggested that the union had charted "the wisest possible course" in the face of "shrinking work opportunity" due to the introduction of machinery.²³ Clearly many in the ILWU believed technological change would inevitably restructure their industry. As a result, the union felt compelled to move rapidly in order to establish its stake in the savings produced by automation.

The union leadership was also quick to dismiss any approaches that involved directly challenging mechanization; their outlook regarding technology was tinged with defeatism. ILWU officers emphasized that the union could no longer resist changes in the industry. An article in *The Dispatcher* claimed that the "effects of machines can be slowed down...but not stopped" and the union had "gone just about as far as a union can go" in keeping unnecessary men on the job with their "restrictive rules." The same article held that union job action directed against technological

²¹ Fairley, *Labor*, IRL.E, 667; "Mechanize," *Dispatcher*, October 25, 1957, DIS.

²² "Coast Mechanization Fund Stirs National, Worldwide Interest," *Dispatcher*, November 4, 1960, DIS.

²³ "Here's Q. and A. on Mechanization and Modernization," *Dispatcher*, December 2, 1960, DIS; "How to Read Signposts," *Dispatcher*, November 18, 1960, DIS.

change would be ineffective. Mocking what they believed was an outdated approach, the union leadership argued that while the ILWU “could try and smash the machines as was done a hundred years ago,” it would not win the battle against mechanization. A union pamphlet entitled “The Outlook for Labor” attempted to bring more rigor to the same argument. It stated that “many industries, because of over-capacity, can produce in nine months what they can sell in twelve,” and, as a result, “a three month strike is a profitable way to dispose of inventories.” Asserting that strikes were therefore doomed to fail, the ILWU leadership warned its members that “labor displacements as the result of mechanization and automation” would “proceed at an accelerated pace.” With an increasingly “less and less favorable” outlook for labor, union leadership stressed that their solution of securing the benefits of automation was the only viable option.²⁴ For the leadership, reactive challenges to mechanization would not be successful. Instead, they hoped to ensure that longshoremen received some of the wealth created by the inevitable introduction of technology.

A Preliminary Deal

After years of informal negotiations, the ILWU and PMA signed a provisional deal in 1959 that included many of the terms that would be refined in the first Mechanization and Modernization Agreement in 1960. Following the Portland caucus in 1957, the ILWU had decided to informally discuss mechanization with the employers.²⁵ These talks were formalized in 1959 with the union’s “mechanize and protect” strategy as the foundation. In that year’s contract, it was decided that the PMA would establish a \$1.5 million “mechanization” fund, keep the registered 1958 workforce, and guarantee an eight-hour day for longshoremen.²⁶ In exchange, the ILWU agreed to accept all

²⁴ “Q. and A.,” *Dispatcher*, December 2, 1960, DIS; ILWU, “Outlook for Labor” (pamphlet prepared for internal circulation) 1960, IRLE (Ib000120), 3,5.

²⁵ “Theme of 1957” *Dispatcher*, January 3, 1958, DIS.

²⁶ ILWU and PMA, “Memorandum of Understanding Between Pacific Maritime Association and International Longshoremen’s and Warehousemen’s Union.” (San Francisco: ILWU and PMA, 1959), IRLE (Ib000187), 2,3,4.

mechanization during 1959.²⁷ The innovative part of the deal was undoubtedly the \$1.5 million fund, which, according to the contract, represented “a recognition by the Employers that savings accrue as a result of mechanization and changed methods of operation.” In theory, the fund would provide benefits to the longshoremen. It remained undecided, however, exactly how this wealth was to be distributed. The 1959 contract was certainly provisional in that it allowed both the PMA and the ILWU a year “to further study and gain factual experience” regarding both savings for the employers due to modernization and also the manner of distributing the \$1.5 million fund to union members. Both parties clearly anticipated subsequent agreements along similar lines. The contract, for example, stated that the ILWU and the PMA would “continue negotiations on the matters outlined in this proposal.”²⁸ Although the specifics still had to be sorted out, the 1959 contract represented the ILWU’s 1957 approach to mechanization. The union was ensured “a share of the machine” in exchange for allowing new technology to appear on the waterfront.

Although the 1959 contract focused largely on technological change, other components of the agreement reveal that the PMA was simultaneously trying to make inroads on the union’s restrictive work rules. At first glance, the contract referred primarily to the introduction of new machines. Max Kossoris, from the US Department of Labor, observed the contract and wrote that while the deal allowed for “any and all” types of mechanization, “all restrictive rules were to remain in full effect.”²⁹ Yet the contractual language belied such an easy distinction between the old work rules and technology. For instance, according to the contract, the \$1.5 million fund was meant to provide longshoremen with a share of the savings due to technology but also a share of the savings due to “changed methods of operation, or changes in working rules.” The inclusion of “methods of operation” and “work rules” indicates that both sides clearly anticipated major transformations over

²⁷ Kossoris, *Labor*, IRLE, 4.

²⁸ ILW and PMA, “Memorandum,” 1959, IRLE, 2.

²⁹ Kossoris, *Labor*, IRLE, 4.

the union's control of production. Less subtly, the contract contained provisions that granted the employers a new authority over the hiring process. According to the agreement, employers now had "maximum maneuverability and flexibility of the work force" and could "shift men and gangs at their option." Undermining the dispatch hall and the gang system, the PMA could move gangs at its discretion and hire additional workers, or "swing men," when needed for a particular job.³⁰ The PMA was clearly attempting to flex its muscles over aspects of the longshore industry that had the union had traditionally dominated. While the 1959 contract ostensibly kept the ILWU's restrictive rules in place, the agreement foreshadowed massive changes concerning the union's control of production.

When the preliminary agreement was negotiated in 1959, the press responded to the high-stakes deal with massive enthusiasm. Many emphasized the importance of the negotiations. One official of a shipping line predicted, "The whole future of the industry is going to be affected." Others believed the contract would mark the beginning of a "new era" on the waterfront. When the terms had been finalized, the reaction was largely positive. *The San Francisco Chronicle* wrote that "industry and labor have achieved something new and highly desirable." Other papers characterized the agreement as a genuine and remarkable "milestone" in labor-management relations. Admiring "the element of common sense apparent in" the deal, reporters commended the union and the employers for signing the contract. Praise was even lavished by the readership of certain papers. In a letter to the editor, Wilma Hicks of Oregon expressed her fears about unemployment in American society and congratulated the shipping companies and the union "for putting one of the basic problems of American society ahead of...annual profit." For many observers, the future on the waterfront looked bright. Labor and management had taken what appeared to be "an important first

³⁰ ILWU and PMA, "Memorandum," 1959, IRLE, 2,6,7.

step” in dealing with technological change on the West Coast.³¹ With a faith in the negotiating capabilities of both sides, bystanders looked forward to peaceful relations between the ILWU and its employers.

At the same time, this public enthusiasm was not necessarily mirrored among ILWU members; tensions surrounding the 1959 contract emerged within the union’s ranks. Many longshoremen were worried about their future. One newspaper in Hawaii reported that new technology “could spell trouble” and had the dockworkers there “alarmed.” Another paper wrote that a fear of job shortages had “worked up some of the membership to nearly the hysterical point.” Resistance was centered mainly in the Los Angeles and Long Beach area, where dissatisfaction with union president Harry Bridges colored the situation. Bridges’s public support of communist China was largely to blame. *The LA Times* reported that “his Red-lining sympathies” had amounted “to a revolt within his 10,000 member organization.” “Considerable minority support,” wrote *The Times*, had developed for Peter Moore, an ILWU regional director opposed to Bridges’s politics. When the entire union voted on the 1959 contract in August, the LA vote reflected these conflicts. The deal passed, but barely. The narrow margin of 202 votes was thought by some “to represent continued disapproval and opposition” to Harry Bridges and his vision for the union. “Bridges’ grip on local dockers has continued to slip,” wrote one Los Angeles newspaper.³² While the contract received enough union support to pass, the situation in Los Angeles revealed that disagreements within the

³¹ “New Longshoremen Contract Negotiations Due May 15th,” *Los Angeles Commercial News*, May 4, 1959, Publicity Documents 1959, UL, ILWU History Files, M&M Agreements, Publicity Documents 1959 (hereafter PD59); “A New Era on The Waterfront,” *San Francisco Chronicle*, July 30, 1959, UL, PD59 ; “New Waterfront Pact,” *San Francisco News*, July 31, 1959, UL, PD59 and John C. Waugh, “Dock Pact Embraces Automation,” *Christian Science Monitor*, Boston, August 4, 1959, UL, PD59; “Longshore Contract,” *Longview Daily News*, August 11, 1959, UL, PD59 and “Longshoremen Meet and Accept Progress,” Mt. Vernon Argus, July 30, 1959, UL, PD59; Letter to the Editor, *The Oregonian*, Portland, August 10, 1959, UL, PD59; “ILWU wins protections against automation,” *National Guardian*, New York, August 24, 1959, UL, PD59.

³² Sanford Zalburg, “Mechanization: A Warning is Voiced by the ILWU,” *Honolulu Advertiser*, January 18, 1959, UL, PD59; “L.A. Dock Pact Talks Set May 15,” *San Francisco Examiner*, May 6, 1959, UL, PD59; Howard Kennedy, “Complications Foreseen in Longshore Union Talks,” *Los Angeles Times*, May 8, 1959, UL, PD59; “Dockers Approve New 3-Year Pact, But L.A. Vote Close,” *Los Angeles Commercial News*, August 17, 1959, UL, PD59.

union existed. In fact, challenges to subsequent mechanization and modernization contracts developed most strongly in Los Angeles. As they developed, they became more refined; rather than simply oppose Bridges's political leanings, Los Angeles union members would eventually articulate their fears with regard to modernization and suggest new ways to secure the future for longshoremen.

The First Mechanization and Modernization Agreement

The first Mechanization and Modernization Agreement, signed in 1960, expanded upon the union protections against technological change that had been laid out in the 1959 deal. At the heart of the agreement was a massive Mechanization Fund, paid for by the PMA. The employers were to contribute \$5 million a year to the fund, for five and a half years, in addition to the \$1.5 million from the 1959 deal, making the total Mechanization Fund \$29 million. The fund had two purposes: guaranteeing minimum weekly earnings and retirement benefits.³³ Layoffs in the industry were avoided because if work opportunity fell below 35 hours a week, earnings would be supplied by the fund.³⁴ Additionally, upon retirement at age 65, the fund provided longshoremen with 25 years of experience a \$7,920 bonus, also known as their "vested share." The money could also be used to pay out death and disability benefits. More importantly, however, the fund allowed for "mandatory retirement" if it was "deemed necessary for the purpose of reducing the work force." Essentially, longshoremen could be forced accept a benefit and retire early.³⁵ The union believed that mandatory retirement was a "natural" way to shrink the workforce in the face of technological change.³⁶ The Mechanization Fund provided the union with a safety net. By preventing layoffs and moving older

³³ ILWU, *Information*, 1960, IRLE, 3.

³⁴ Kossoris, *Labor*, IRLE, 6.

³⁵ ILWU and PMA, "Memorandum of Agreement Between the International Longshoremen's and Warehousemen's Union and Pacific Maritime Association on Mechanization and Modernization," (San Francisco: ILWU and PMA) October 18, 1960, IRLE (Ib000184), 4.

³⁶ ILWU, *Information*, 1960, IRLE, 4.

longshoremen out of the industry with benefits, the fund served as the “protection” in the ILWU’s “mechanize and protect” strategy.

In exchange for providing the \$29 million fund, the PMA was allowed to introduce new machinery on the waterfront and was also freed from the union’s restrictive rules. The “Mechanization and Modernization” Agreement had two parts. In terms of “mechanization,” the contract simply stated that the PMA could “utilize labor-saving devices.”³⁷ Far more significant, at least in 1960, was “modernization,” which meant the removal of the union’s work rules. In an ILWU pamphlet about the deal, the union informed its members that all “makework, double handling, job ‘witnesses,’ and four-on four-off practices are eliminated.” The contract “will end unnecessary handling of cargo,” wrote the union.³⁸ Modernization also ended the union’s historic control over load limits and gang size. Restricted only by language that prevented “speed up” and “onerous workloads,” employers were granted the power to direct load sizes and weights. Any dispute over an issue related to load size was to be taken up through the grievance machinery “with work continuing as ordered.” In terms of gang size and manning, employers enacted a “minimum” cargo gang for port operations that they were allowed to supplement with “swing” men of their choosing. More importantly, however, the PMA gained the right to “put their manning in effect” on modern operations, bypassing the traditional eight man gang.³⁹ Gone were the days of union control over the hiring process. In exchange for a \$29 million fund, the ILWU had given up a significant number of its work rules, which had defined longshoring for generations.

In short, the first Mechanization and Modernization Agreement in 1960 ended the union’s restrictive work rules and provided ILWU members with certain protections against mechanization. On the union’s side, the ILWU stressed “eight gains” from the contract: guaranteed jobs, weekly

³⁷ ILWU, “Agreement,” October 18, 1960, IRLE, 1.

³⁸ ILWU, *Information*, 1960, IRLE, 9,11.

³⁹ ILWU, “Agreement,” October 18, 1960, IRLE, 1,2.

minimum earnings, no work speed-ups, safety requirements, early retirement, mandatory retirement pensions, medical coverage, and the \$7,920 “vested share” of the M&M Fund.⁴⁰ On the other side, the PMA was granted a newfound control over the production process. In particular, the employers could introduce new machinery, remove unnecessary men, and determine load sizes. Finally, the PMA was relieved of the union’s “restrictive” work rules like double handling and skimming.⁴¹ The ILWU’s “mechanize and protect” strategy had guided a deal that allowed for massive changes to take place on the waterfront. The union could only hope that their “gains” would be enough to protect them from the changes that were surely underway.

The M&M was frequently referred to as a sale, where the PMA paid for control over working conditions with the \$29 million M&M Fund as a price tag. It was widely thought that the union had sold its work rules. One PMA member told *The San Francisco Examiner* that employers had “bought the right to run [their] own businesses.” *The Los Angeles Times* put the matter bluntly: “Pacific Coast shippers...have finally found out how much it will cost to be free of obsolete work practices. The price is \$29 million.” Essentially, the PMA had paid for “the right to run the docks.” At the heart of the sale was speculation over the extent to which new technology would impact the industry. The PMA described the M&M Agreement as a wager. One spokesperson for the employers was quoted as saying, “we are gambling \$5 million a year in the belief we can save that much or more in our payrolls.” Using similar terms, another paper wrote that the PMA was “frankly gambling” that they would be able “to absorb the cost of their freedom.”⁴² The PMA clearly anticipated massive changes on the waterfront. Their \$29 million investment had bought them the right to modernize and they put their faith in technology to recoup the losses.

⁴⁰ ILWU, *Information*, 1960, IRLE, 12.

⁴¹ *Ibid.*, 9.

⁴² Ray Christiansen, “Long ILWU Agreement Acclaimed,” *San Francisco Examiner*, October 20, 1960, UL, ILWU History Files, M&M Agreements, Publicity Documents 1960 (hereafter PD60); “The Price of Dock Freedom,” *Los Angeles Times*, October 22, 1960, UL, PD60; “Payoff on the Waterfront,” *Wall Street Journal*, New York, October 21, 1960, UL, PD60; “Automation For All,” *Baltimore Morning Sun*, October 21, 1960, UL, PD60; “Payoff,” *Journal*, October 21, 1960, UL, PD60.

When the 1960 Mechanization and Modernization Agreement was finalized, it received possibly more fanfare and praise than its 1959 predecessor. Newspapers quickly acknowledged “the inevitability of automation” and admired the brilliant deal negotiated between the union and the employers. In San Francisco, a paper characterized the contract as “a unique and happy solution” to the growing problem of mechanization. Another paper referred to the deal as “pace-setting.” Many believed the contract was progressive, a “great step forward” in terms of solving industrial problems. Revealingly, the press frequently used the term “enlightened” to describe the Mechanization and Modernization Agreement.⁴³ Almost all of the assessments were positive. The press extolled both sides for creating an innovative solution to industrial automation.

The M&M was thought to contrast heavily with the union’s turbulent past; some expressed their surprise that the militant union agreed to such an innovative contract at all. Memory of the 1934 Longshore Strike was still fresh. A paper in Alaska wondered if anyone could “forget the violent and intense labor disputes that rocked West Coast ports.” In San Francisco, the site of the 1934 Strike, *The Examiner* reminded its readers that “just 26 years ago...this same union under the same leadership struck,” resulting in “the most violent and intense labor dispute in San Francisco’s history.” The ILWU clearly had a reputation: one newspaper claimed the union was the “most radical labor group in the country” and another wrote it was “always militant.” With these beliefs as the backdrop, the agreement felt like an about-face. *The Examiner* wrote that the M&M Agreement was “particularly dramatic in the light of history” while another San Francisco paper labeled it “revolutionary,” adding that “no one on either side would have dreamed of it back in the 30’s.” The ILWU was commended for embracing mechanization. The alternative route, etched into the popular consciousness, was a resort to violence. Instead, the “forward thinking” agreement would peacefully

⁴³ “Making Labor History,” *San Francisco News-Call Bulletin*, October 21, 1960, UL, PD60; “Automation on the Waterfront,” *San Francisco Examiner*, October 20, 1960, UL, PD60; “Big Concession By Harry Bridges,” *Santa Monica Evening Outlook*, October 21, 1960, UL, PD60 and “Automation on the Waterfront,” *San Francisco Examiner*, October 20, 1960, UL, PD60.

phase out the union's "antiquated...work rules" that were thought of as "feather-bedding."⁴⁴ The M&M Agreement had belied the ILWU's militant reputation. The new contract certainly shocked those that had characterized the ILWU as a violent union that opposed to change.

Supporters of the agreement outside the ILWU went so far as to idealize union president Harry Bridges, a man often vilified by the press, and they suggested that the M&M might be an example contract for other American industries to emulate. Harry Bridges was used to a certain type of publicity; his well-known and oft-repeated tagline was that the union should look for a new leader if the papers ever said anything good about him. Part of the irony was that in 1960, they started to. While some papers noted the novelties of the contract but decided not to "imperil his position by saying anything good about him," others were much less reserved. An Alaskan paper wrote that Bridges was "far from...the black-hearted demon [that] he has been painted," while a San Francisco paper referred to the ILWU as "the most respectable" industrial union in America. Another paper admitted that though it was "loath to speak favorably of Harry Bridges," it felt "compelled to commend Bridges" and the ILWU for their new contract. A similar extreme in terms of praise was the belief that the M&M Agreement could be a model for other unions. In Los Angeles, a paper asserted that the contract would undoubtedly be given "serious thought by management and union in the steel and railroad industries." *The San Francisco Chronicle* wrote that "unions which follow the Longshoremen's example...will be the first to profit from the new possibilities" of automation. With "the automation question...present in...countless other enterprises," the ILWU's approach to the complex problem could potentially "establish a pattern for other peaceful labor negotiations."⁴⁵

⁴⁴ "A Salute To the Longshoremen," *The Daily Alaska Empire*, June, October 24, 1960, UL, PD60; "Automation on The Waterfront," *San Francisco Examiner*, October 20, 1960, UL, PD60; "Automation For All," *Baltimore Morning Sun*, October 21, 1960, UL, PD60; "Six-Year Pact Reached On Dock Automation," *San Francisco News-Call Bulletin*, October 19, 1960, UL, PD60; Editorial, "Payoff on the Waterfront," *Wall Street Journal*, New York, October 21, 1960, UL, PD60.

⁴⁵ Lawrence Barber, "Bridges Admits Longshoremen Not Satisfied With 'Mechanization' Pay Proposal He Backs," *The Oregonian*, Portland, December 1, 1960, UL, PD60; "Significant Waterfront Changes," *Oregon Journal*, Portland, December 2, 1960, UL, PD60; "A Salute To The Longshoremen," *The Daily Alaska Empire*, June, October 24, 1960, UL, PD60 and Ray Christiansen, "ILWU Points the Way To New Labor Peace," *San Francisco Examiner*, October 25, 1960, UL, PD60;

The confidence in the union's approach to mechanization and the blossoming of support for leader Harry Bridges is perhaps the best illustration of just how much the press venerated the M&M agreement and conservative stance taken by the union leadership. In 1960, the ILWU appeared to be a model union, accepting technology and peacefully protecting the livelihoods of its members.

Opposition to the First Mechanization and Modernization Agreement

When opposition among the ILWU arose in response to the M&M Agreement, it was often framed in terms that related to the perceived sale. Some members thought the union was selling hard earned work practices. Disagreements began almost immediately. As soon as the negotiations between the employers and the ILWU had ended, *The San Francisco Chronicle* reported that the Los Angeles, Portland, and Seattle Locals had all "expressed strenuous opposition to the program." The agreement's detractors thought the union had sold too much. Some longshoremen, according to a different San Francisco paper, opposed the agreement on the grounds that "it gives employers almost complete control of dock operations." In Los Angeles, "maritime sources" doubted whether it was possible to "peacefully buy out a generation of waterfront habit and custom." Writer Harvey Swados articulated the same ideas succinctly when he called the contract "a \$29 million bribe to buy back certain working conditions that have been in force for a generation."⁴⁶ The ILWU's work rules had been a fundamental part of longshore work. For many established union members, the M&M Agreement looked like a sellout.

Resistance was especially strong in Los Angeles and Long Beach, where Local 13 president George Kuvakas argued that the \$29 million price tag on the M&M Agreement was simply not large enough to protect either new or veteran longshoremen. Kuvakas believed the union's work rules

"Longshoremen Meet and Accept Progress," *Mt. Vernon Argus*, July 30, 1959, UL, PD59; "PMA-ILWU Automation Pact May Set Pattern For All Industries," *Los Angeles Commercial News*, October 24, 1960, UL, PD60; "A New Era on The Waterfront," *San Francisco Chronicle*, July 30, 1959, UL, PD59; "New Waterfront Pact," *San Francisco News*, July 31, 1959, UL, PD59 and "Salute," *Empire*, October 24, 1960, UL, PD60.

⁴⁶ Oliver McMillan, "31.5 Million Pact To Cover Dock Automation," *San Francisco Chronicle*, October 10, 1960, UL, PD60; "Six-Year Pact Reached On Dock Automation," *San Francisco News-Call Bulletin*, October 19, 1960, UL, PD60; "Harbor Tense Over New Pact," *Los Angeles Mirror*, October 24, 1960, UL, PD60; Finlay, *Waterfront*, 7.

were worth more than the PMA offered. “The employers are getting a bargain,” he stated, before telling a *New York Times* reporter that “it’s not enough money for what the longshoremen are giving up.” For those working and entering the union, Kuvakas estimated that losses in union work hours would outweigh the amount of money the PMA put into the fund. He calculated that modernization would cost around \$4 million a year in wages in Los Angeles alone, while the entire M&M Fund amounted to just \$5 million a year for the whole coast. “Within two months...the work of 800 men will be eliminated,” was his ominous prediction. “The agreement is bad for the young members who still have years to go toward retirement,” he argued. The Local 13 president also maintained that the contract failed to protect retiring union members. In one statement he claimed the M&M Agreement “would not be enough to pay the promised benefits for retirements, deaths and disabilities.” According to Kuvakas, the contract was “inadequate” and “financially unsound.” It would fail to compensate for the work lost on the docks. His terse assessment said it best: “\$29 million is peanuts.”⁴⁷ For Kuvakas, the problem with the M&M Agreement concerned the money involved in the sale. Until the PMA furnished an adequate amount, Kuvakas and his Local would oppose the contract.

Rumors of an ILWU deal with the Teamsters’ union, the International Brotherhood of Teamsters (IBT), also added to the controversy. In addition to “selling out” to the PMA, some ILWU members thought their work was going to be taken over by the IBT. In particular, longshoremen were worried that a large share of cargo handling would be turned over to the other union. There was a fear that Teamsters would simply load cargo into containers at warehouses, bypassing cargo handling on the waterfront altogether. Kuvakas of Local 13 addressed some of

⁴⁷ John Green, “Dock Pact Will Face Tough Going From Members on Both Sides,” *San Pedro News-Pilot*, October 26, 1960, UL, PD60; “Automation Pact Scored on Coast,” *New York Times*, November 3, 1960, UL, PD60; Harry Bernstein, “6-Year Pact Fought,” *Los Angeles Examiner*, October 23, 1960, UL, PD60; “Dockers Call Stop-Work Meet on Controversial ILWU-PMA Pact,” *San Pedro News-Pilot*, October 24, 1960, UL, PD60; “Pact,” *New York Times*, November 3, 1960, UL, PD60; “ILWU Chiefs in Opposite Camps on New PMA Contract,” *San Pedro News-Pilot*, November 3, 1960, UL, PD60; Green, “Dock Pact,” *News-Pilot*, October 26, 1960, UL, PD60.

these reservations when he argued that the M&M Agreement went “too far in eliminating...handling of cargo.” In Seattle and Portland, it was reported that dock workers were concerned about the “restrictions the agreement places on labor.” Word of a “December parley” between Bridges and Teamster boss Jimmy Hoffa did not help the situation. Some longshoremen started calling the contract a “sellout to the Teamsters” and warned that the “ILWU will be dead if the terms of the agreement are enforced.” “The longshoremen’s union is going out of business,” one paper wrote. The Teamster controversy had far reaching effects: even workers in Seattle were reported to have “joined Los Angeles-Long Beach dock hands in the gathering rebellion.”⁴⁸ The anxiety among union ranks regarding the Teamsters might be best understood as a reaction to the loss of certain work rules that the M&M Agreement appeared to be “selling.” The contract had far reaching consequences and many ILWU members were hesitant to give up their control of the industry.

Although the Mechanization and Modernization Agreement protected longshoremen currently in the industry, the contract anticipated a declining workforce; such a prospect was particularly galling for many union members. It was widely expected that the number of jobs in the industry would drop following the agreement. Max Kossoris, from the US Department of Labor, observed the deal and wrote that “unless the volume of cargo increases sharply, the labor force will be reduced.”⁴⁹ The people at risk were prospective longshoremen. The ILWU leadership was upfront about the situation, acknowledging that while they were protecting their own members in the deal, they were also “closing the door on younger workers...seeking jobs in the industry.”⁵⁰ Established longshoremen were frustrated because they believed their younger friends and relatives deserved future job security in the industry. Harry Bridges remembered that the problem

⁴⁸ Dan Swinton, “Coast Dockers’ Rebellion Grows,” *Los Angeles Mirror*, December 1, 1960, UL, PD60; “Automation Pact Scored on Coast,” *New York Times*, November 3, 1960, UL, PD60; “Recommendations Due on Longshore Fund,” *Los Angeles Times*, November 28, 1960, UL, PD60; Swinton, “Rebellion,” *Mirror*, December 1, 1960, UL, PD60.

⁴⁹ Kossoris, *Monthly*, IRLE, 7.

⁵⁰ Fairley, *Labor*, IRLE, 679.

complicated the 1960 contract negotiations and he described the situation as a “headache.”⁵¹ Union members were quick to express their frustration over this aspect of the contract. For many, the strategy seemed antithetical to the ILWU. In the union’s newspaper, *The Dispatcher*, a “Q. and A. on Mechanization” article illustrated the anxiety readers felt about a contract that “contemplated” a shrinking number of jobs. “How can a union agree to anything like that?” longshoremen asked.⁵² Some ILWU members were skeptical about the agreement’s vision for the future. Potential longshoremen were not guaranteed the same type of job security their predecessors had known.

Los Angeles and other Locals expressed their opposition to the M&M Agreement by defying union leadership with a series of stop-work meetings and unsanctioned strikes that briefly shut down their ports. The Southern California longshoremen had a reputation for these “wildcat” strikes. The summer before M&M negotiations, for instance, a “13-day shutdown at Los Angeles” occurred over automation. When the contract was finalized, one newspaper from the area anticipated that strikes would continue because Los Angeles longshoremen were “notorious...for giving their own interpretation to a contract.” Local 13 president, George Kuvakas, proved the paper right. Pledging he would “do everything” to “defeat the contract,” Kuvakas began to wage what the press described as “a vigorous campaign” against the M&M Agreement. The first stop-work meeting took place on November 3, 1960. The port ground to a halt in the afternoon as the roughly 3,300 members of Local 13 walked off their jobs and gathered in the union hall, where Kuvakas “urged longshoremen to vote against the agreement.” Although members of the delegation that had negotiated the M&M Agreement with the PMA challenged Kuvakas at the meeting, they failed to convince the membership. Another stop-work meeting was called before the referendum vote. In addition to Los

⁵¹ Harry Bridges, “Experience With the M&M Agreement” (Luncheon Address prepared for Maritime Cargo Symposium, Long Beach, California, September 17, 1964), IRLE (Ib000190), 5.

⁵² “Q. and A.,” *Dispatcher*, December 2, 1960, DIS.

Angeles, other ports like Seattle, Tacoma, and Aberdeen held similar events.⁵³ The M&M Agreement was unmistakably controversial. Debate over the contract took the form of stop-work meetings, where union members gathered to question the deal that was potentially going to alter their livelihoods.

Harry Bridges quickly acknowledged the dissatisfaction within his union and began an educational campaign across West Coast ports, meant to convince the rank and file to approve the deal. Interestingly, newspapers characterized the solution to rank and file unease as yet another sale. The union leaders' "job is to sell to their 15,000 West Coast members the...brand new \$31.5 million mechanization agreement," one paper wrote. The union leadership was on the same page, claiming they faced "a real selling job...[with] many old line rank and file longshoremen." Bridges was slightly more reserved when he confessed that "unless the contract is thoroughly explained, the workers will vote it down." In order to explain the contract to longshoremen, Bridges and fellow ILWU leader Howard Bodine travelled to multiple ports. Bridges moved down the coast, stopping at Tacoma, Aberdeen, and Seattle before heading to Portland and finally Los Angeles. At all these locations meetings were held so longshoremen could "hear Bridges explain features of the contract." In Los Angeles it was reported that Bridges would "urge the union members to vote for the program" while in Seattle the leadership would "explain how the contract would affect specific work practices." The union leader put his job simply: "I'm here to talk specifics with our members."⁵⁴

⁵³ "The Price of Dock Freedom," *Los Angeles Times*, October 22, 1960, UL, PD60; "Big Concession By Harry Bridges," *Santa Monica Evening Outlook*, October 21, 1960, UL, PD60; Lee Craig, "Stiff Fight Seen for Docker Pact," *Long Beach Press Telegram*, October 26, 1960, UL, PD60 and Harry Bernstein, "6-Year Pact Fought," *Los Angeles Examiner*, October 23, 1960, UL, PD60; "ILWU Chiefs in Opposite Camps on New PMA Contract," *San Pedro News-Pilot*, November 3, 1960, UL, PD60; "Automation Pact Scored on Coast," *New York Times*, November 3, 1960, UL, PD60; Paul Staple, "Bridges to Be At Stop-Work Meeting Here," *Seattle Times*, November 21, 1960, UL, PD60 and "Union Chief Plans Talk," *The Oregonian*, December 3, 1960, UL, PD60.

⁵⁴ Lawrence Barber, "Bridges Admits Longshoremen Not Satisfied With 'Mechanization' Pay Proposal He Backs," *The Oregonian*, Portland, December 1, 1960, UL, PD60; "ILWU Must 'Sell' Pact to Members," *Long Beach Press Telegram*, October 23, 1960, UL, PD60; "A Salute To The Longshoremen," *The Daily Alaska Empire*, Juneo, October 24, 1960, UL, PD60; "Harry Bridges Hails Longshoremen Pact," *Los Angeles Citizen News*, October 26, 1960, UL, PD60; Paul Staples, "Waterfront Shut Down For Meeting," *Seattle Times*, December 1, 1960, UL, PD60 and Paul Dumas, "Bridges Discusses Pact With Longshoremen," *Tacoma News Tribune*, December 2, 1960, UL, PD60 and "Union Chief Plans Talk," *The*

Getting approval for the contract was not easy. The depth of opposition to the M&M Agreement was so great that it warranted an educational campaign. As members of the union voiced their criticisms of the contract, the union leadership worked hard to ensure their vision for the future prevailed on the waterfront.

When the returns on the coast-wide referendum came back, the results were hardly surprising: Los Angeles voted against the contract, while massive support came from San Francisco. Longshoremen in San Francisco, the site of the 1934 strikes and home to the ILWU central offices, voted for the contract by a six to one margin. Los Angeles, however, was a different story. When Bridges had traveled to city to defend the deal during a stop-work meeting, he “was booed” by the members of Local 13. Ultimately, longshoremen in the city rejected the deal by an almost two to one margin. In other Locals, the vote was close. For example, Seattle union members were relatively split about the decision. They ended up approving the contract, however, 551 to 445.⁵⁵ Although a strong resistance to the contract had emerged, the leadership’s position won out among union members. The M&M Agreement was passed coast-wide by roughly two-thirds of ILWU membership. The vote decided the future of the ILWU. Longshoremen may have had their reservations about the amount of the M&M fund and their loss of work rules, but they decided to put their faith in mechanization and modernization and accept the new changes along the coast.

The fact that mechanization still seemed somewhat removed from longshoring may have influenced the ILWU to sign the 1960 agreement. The union underestimated the extent technological change could restructure their industry. Although mechanization was widely discussed along the docks, it was still seen as a minor development. An article in the union’s newspaper, *The*

Oregonian, Portland, December 3, 1960, UL, PD60; “Local ILWU Chief Opposes PMA Pact OKd by Bridges,” *Long Beach Independent*, November 4, 1960, UL, PD60 and “Bridges Due Here to Urge Dock Workers’ Pact OK” *Seattle Post Intelligencer*, November 22, 1960, UL, PD60.

⁵⁵ “ILWU OK on Pact Seen Automation,” *San Francisco Examiner*, December 6, 1960, UL, PD60; Dan Swinton, “Dockers Vote on Thorny Pact,” *Los Angeles Mirror*, December 19, 1960, UL, PD60; “Dockmen Here Reject Pact on Mechanization,” *Long Beach Press-Telegram*, December 22, 1960, UL, PD60; Jay Wells, “Dock Union Here Favors New Contract,” *Seattle Times*, December 21, 1960, UL, PD60.

Dispatcher, studied new technology and focused mostly on the bulk and unit handling of cargo, ignoring containerization completely.⁵⁶ The consensus was that many aspects of longshoring could not be mechanized. Labor expert Max Kossoris observed the 1960 agreement and concluded that “many of the industry’s cargo-handling operations do not lend themselves to extensive mechanization.”⁵⁷ Similar discussions occurred within the union. For instance, while a union pamphlet meant to promote the Mechanization and Modernization Agreement warned its readers that “if all cargo on the West Coast were shipped by container or in bulk...the work force would be reduced by some 80%,” it concluded that “some cargoes do not adapt themselves readily to mechanical handling.”⁵⁸ There was a faith among union members that not much would change. Mechanization was still part of a distant future.

Conditions Under the First Agreement, 1960 – 1966

While some shipping companies introduced new technology and saw significant savings after the first M&M Agreement was signed, the process was checked by the capital investment required. Mechanization was clearly visible on the waterfront. Two years after the contract, the shipping company Matson had installed multiple 260-ton container cranes with an \$18 million investment. In addition, American President Lines had spent \$32 million to put two new cargo ships into service. The monetary inputs kept increasing. By 1964, Matson was spending \$47 million to containerize its service between Hawaii and the Pacific Coast. There were certainly benefits to mechanization. The PMA reported that 1963 saw a 4 million increase in tonnage handled in West Coast ports compared to previous years. Moreover, it was estimated that the new technology had saved 1.5 million work hours. At the same time, the capital investment necessary to containerize a shipping operation meant that the changes were still somewhat gradual. Longshoreman Herb Mills wrote that “a fully

⁵⁶ J.R. Robertson, “On the March,” *Dispatcher*, October 11, 1957, DIS; “Caucus Studies Meaning of ‘Mechanization,’” *Dispatcher*, October 25, 1957, DIS.

⁵⁷ Kossoris, *Labor*, IRLE, 7.

⁵⁸ ILWU, *Men and Machines*, IRLE, 37.

containerized shipboard operation could...only be realized with enormous expenditures” and, as a result, the impact of containers in the early 1960’s was “less pervasive” and “less severe” than it would be in coming years. Not many shipping companies were willing to upgrade their fleets, purchase containers, and modernize every port-of-call for their ships. Consequently, the “use of containers...was comparatively slow to develop.”⁵⁹ In the years following 1960, container operations worked alongside bulk break ones. The “container revolution” would have to wait until the second half of the decade.

The ILWU claimed that the major success of the first Mechanization and Modernization Agreement was the fact that men were added to the workforce in the years following the contract. The agreement had been predicated on the assumption that the growth of the industry’s rate of productivity would not exceed the attrition rate of the workforce beyond the wage guarantee. In other words, although a loss in jobs due to modernization and mechanization was expected, it was hoped that the loss could be met “naturally,” by deaths and retirement, without resorting to the guaranteed hours provided by the M&M Fund. Although a shrinking workforce was therefore anticipated, the number of longshoremen in the industry actually remained roughly the same. Longshoreman Lincoln Fairley recalled that this result “surprised everyone.” While slightly more than 2,000 longshoremen left the industry in the early 1960s due to normal retirement, early retirement, and death, 2,000 more men were added to the workforce. According to union leadership, more men had chosen early retirement than was anticipated and an increase in tonnage across West Coast ports meant the union found itself needing more men than they had previously assumed. For Harry Bridges, this increase in labor was a sign the contract had “worked.” “The most important point,” reiterated the union leader, was that “no layoffs occurred” and “thousands have been added

⁵⁹ “On the Waterfront,” *Newsweek*, July 30, 1962, UL, ILWU History Files, M&M Agreements, Publicity Documents 1961-1965 (hereafter PD61); William M. Carley, “Automation Acceptance By Pacific Dock Hands Helps Lines Cut Costs,” *The Wall Street Journal*, 1964, UL, PD61; Wallace Turner, “Automation Plan For Docks Hailed,” *The New York Times*, 1963, PD61, UL; Mills, *Strife and Consequences*, UL, Herb Mills Papers, 32,33.

to the work force.”⁶⁰ The immediate results of the first M&M Agreement contradicted the assumption that the deal would reduce longshoring jobs. Union leadership pointed to the stable workforce as a sign that their contract had succeeded.

The fact that longshoremen were added to the workforce following the first M&M Agreement meant that the union never had to use the wage guarantee; as a result, that part of the M&M Fund was distributed as a bonus among the registered workforce, much to their enthusiasm. The M&M Fund had been divided into parts, one to guarantee hours and the other to provide retirement benefits. By 1966, the retirement benefits had been paid out, which meant that \$13 million of the \$29 million fund remained in the union’s coffers. At the longshore caucus in April of 1966, it was decided that this leftover money from the unused wage guarantee should be “distributed as a bonus to those registered men who are eligible.” On December 30, 1966, every union member who was present when the first M&M Agreement was signed received a check for \$1,223. Longshoremen were jubilant. The ILWU referred to the event as a “thirteen million dollar payday” and recorded what the men were going to do with their money. Some planned vacations and bought new televisions. Others put the money in the bank. For older longshoremen, the payday was particularly significant. “I never expected to see anything like this,” one ILWU member who started work in the 1920s recalled. Another longshore veteran from 1917 reminisced that “men were lucky to get work then, much less a bonus.” It was a highly emotional moment; families accompanied longshoremen to receive their checks.⁶¹ The bonuses represented a victory for the

⁶⁰ Lincoln Fairley, “The ILWU-PMA Mechanization and Modernization Agreement; An Evaluation of Experience Under the Agreement; The Union’s Viewpoint” (paper prepared for the Industrial Relations Research Association, Boston, December 27, 1963), UL, ILWU History Files, 7; Bridges, “Experience” (luncheon address), IRLE, 7; Harry Bridges, (statement prepared for 55th Annual Convention of the American Association of Port Authorities, Detroit, September 14, 1966), UL, ILWU History Files, 3.

⁶¹ “Dock Jobs Hold Up Despite Machines,” *Seattle Times*, January 15, 1966, UL, ILWU History Files, M&M Agreements, Publicity Documents 1966 (hereafter PD66); Bridges, (statement for American Association of Port Authorities), UL, ILWU History Files, 6; “At Last! \$13,000,000 Is Distributed,” *Dispatcher*, January 6, 1967, DIS; “Big Day for Dock Crews — \$1,223 Each,” *Oakland Tribune*, December 31, 1966, UL, PD66.

ILWU following their first M&M Agreement. As they waited in line to accept their bonus, many union members must have felt that they were finally getting their rightful “share of the machine.”

While the first M&M Agreement had its success stories, there were many in the union, even some within the leadership, who had their misgivings. In the years following the signing of the 1960 M&M contract, a sizeable number of longshoremen continued to be put off by the deal. Union member Lincoln Fairley wrote in 1963 that there were “still many dissidents.” Harry Bridges agreed. “We have had plenty of difficulty trying to explain and achieve understanding and support from the working ranks,” said the union president, six years after the first M&M negotiations. The most common complaint among longshoremen remained that they were not getting enough for the work rules they had given up. The employers, on the other hand, had benefited handsomely. Bridges described union members feeling “somewhat shortchanged” when they witnessed the substantial increase in tonnage coupled with the smaller number of men in the industry and on certain jobs. Resentment over the “sell out” lingered. Even union leaders acknowledged their reservations surrounding the deal. Bridges agreed that the contract had proved to be “a very good deal indeed for the shipping...firms” and he admitted that “if we had to the job all over again we would have asked for and fought for a good deal more.” Labeling his position as “a case of 20-20 hindsight,” the union leader implied that the original critics might have been right.⁶² Perhaps the ILWU had given up its control of production too easily. The steady workforce and bonus checks were small concessions for many union members.

The Second Mechanization and Modernization Agreement

When the second Mechanization and Modernization Agreement was finalized during the summer of 1966, many provisions from the first contract were included. The new M&M Agreement was to run from July 1, 1966 to June 30, 1971. In general, the contracts were quite similar. On one

⁶² Fairley, “Experience Under the Agreement,” UL, ILWU History Files, 11; Bridges, (statement for American Association of Port Authorities), UL, ILWU History Files, 7,4; Bridges, “Experience with the M&M,” IRLE, 2,3.

side, owners were freed from the union's work rules and restrictions on technology, while on the other, the ILWU received protections against machines. For the ILWU, "speed up" and "onerous workloads" were forbidden. At the same time, other union protections were expanded. In particular, the PMA's annual contribution to the M&M Fund was increased from \$5 million to \$6.9 million, raising a longshoreman's "vested share" of the fund upon retirement to \$13,000. The normal retirement age was also dropped to 63, encouraging longshoremen to exit the industry. Although the mandatory retirement age remained 68, the union "anticipated" that by lowering the age many more men would choose to retire before 65.⁶³ Like the first deal, the contract included union protections: established union members received large pensions upon retirement that represented their "share of the machine," while working longshoremen could avoid excessive workloads. In exchange, the PMA was once again empowered to modernize the waterfront.

Although the second M&M Agreement was somewhat similar to its predecessor, the ILWU decided to drop the first contract's wage guarantee. While the decision might appear surprising, experiences during the first half of the 1960s had convinced the union that the guarantee was unnecessary. Specifically, the portion of the M&M Fund devoted to compensating union men for a loss in longshore work hours had sat idle following the signing of the contract. Bridges commented that the ILWU "did away with the guarantee against layoff" because "the need to use the fund never developed." With work hours and union membership remaining relatively constant in the industry, ILWU leaders chose to channel the money elsewhere. The second iteration of the M&M Fund would be reserved solely to pay out pensions and benefits.⁶⁴ While the union had its reasons for taking such a course, cancelling the wage guarantee was undoubtedly risky. The ILWU was

⁶³ ILWU and PMA, *Supplement to Men and Machines: A Summary of New Provisions in the Mechanization and Modernization Agreement* (San Francisco: ILWU and PMA, 1966) IRLE (Ib000192), 1,2,3.

⁶⁴ ILWU and PMA, *Supplement to Men and Machines*, IRLE, 2,3; Bridges, (statement for American Association of Port Authorities), UL, ILWU History Files, 6.

essentially gambling that longshore work hours would remain the same throughout the second half of the decade.

Experiences following the first M&M Agreement also pushed the union to include a provision in the contract that actually demanded employers add machinery to dock operations. Certain PMA companies had been abusing their newfound control of production by introducing radically larger load sizes while refusing to provide mechanical aid. Lincoln Fairley wrote that “the major gains in productivity” were “undoubtedly the result more of work rule modifications than mechanization.” A common complaint on the waterfront was that employers were “overlooking the intent of the Agreement,” which called for machines to assist waterfront work, and were instead “seeking...greater productivity at the expense of the men.” The second M&M contract was meant to remedy the problem. A provision was included in the deal that made the use of machines “compulsory” where “economically feasible and practical.” Harry Bridges hoped that the required machines would “lighten the work load” for longshoremen and prevent the PMA from misusing the provisions of the first agreement. The ILWU leadership was quick to acknowledge the position’s strangeness: Bridges referred to it as a “true departure from trade union tradition” and a union pamphlet wrote that it was “the most unusual feature” of the second M&M Agreement.⁶⁵ In order to protect longshoremen, the union decided to promote technological change. Clearly, the ILWU was on the defensive. The union was using the new contract to address the complications that had arisen when it transferred its work rules to the PMA.

Perhaps the most significant component of the second Mechanization and Modernization Agreement was section 9.43, which gave the PMA an unprecedented amount of control over the workforce. The small provision almost completely undermined the hiring hall system. Instead of relying on the rotational ILWU dispatch system for labor, the PMA was now able to retain “steady”

⁶⁵ Bridges, (statement for American Association of Port Authorities), UL, ILWU History Files, 6; Fairley, “Experience Under the Agreement,” UL, ILWU History Files, 13; ILWU and PMA, *Supplement to Men and Machines*, IRLE, 2,3.

men with salaries on specific jobs. The contract language was blunt: “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.” Essentially, longshoremen could be moved at will by the employers and assigned to any job as needed. The section built on the use of “swing” men that had been established in previous contracts. The PMA’s justification for the new provision was that operating new machinery required steady labor. In a statement submitted during a government inquiry, the employers’ association claimed that “greater value” was received from “a steady employee who is familiar with the problems, practices and routine of the dock.” The PMA was also upfront about the fact that it liked steady men because they bypassed the ILWU. In the same statement to the government, the PMA wrote that it preferred the worker that had “a certain sense of responsibility and loyalty to his employer.” Undermining the union contract, the “steady” workers employed directly by shipping companies came to be known as “9.43 men.” Their presence would have massive ramifications.⁶⁶ The 9.43 men represented a major victory for the PMA. Although the second M&M Agreement gave the union protections against mechanization, the employers had succeeded in controlling a large part of the traditionally ILWU dominated hiring process.

Conditions Under the Second Agreement, 1966 – 1970

After the second Mechanization and Modernization Agreement, shipping companies began to containerize their operations on a considerably larger scale than they had done before. Many who witnessed the change referred to it as a “container revolution.” While Harry Bridges admitted that the ILWU had once doubted “the feasibility and practicality of containerization,” he accepted that “those days of doubt now seem to be behind us.” The union, he explained during a speech in 1969, was “in the midst of a container revolution in shipping.” Longshoreman Herb Mills believed that

⁶⁶ Herb Mills, “Labor/Management Relations: On the Ships and Docks Part Two: Modern Longshore Operations” (paper prepared for the Institute for the Study of Social Change, UC Berkeley, 1978) IRLE (Ib000214), 17,16; ILWU and PMA, “Pacific Coast Longshore Contract Document” (San Francisco: ILWU and PMA, 1966), IRLE (Ib000209), 53.

this revolution started immediately after the second M&M contract had been finalized. In his opinion, “the technicalities and advantages of containerization had been readily understood by the steamship companies for quite some time.” It was only after the employers received the “stability” and “operational options” that the new contract provided that they started large scale container developments. For Mills, the absence of a wage and layoff guarantee was also a contributing factor. By 1967, the revolution could be seen and felt in San Francisco and Los Angeles. A year later, the company Sea-Land expanded its mechanized operations and opened a large number of new container berths in Oakland. Additionally, companies that might have held off on mechanized cargo in the early 1960s started to get in the game. For instance, six Japanese companies began container operations in the Los Angeles port in 1968.⁶⁷ The gradual introduction of mechanized cargo loading was over. By the late 1960s the containerized era had arrived on the waterfront.

In contrast to break bulk loading, container operations were systematic, large scale, and incredibly efficient. Massive new machines eased the process. Rather than load cargo by hand, longshoremen could “stuff” 24-foot long aluminum containers with up to 40 tons of goods. Once the containers were loaded, a dockside crane hoisted the cargo into place on the ship, which was specially designed in order to accommodate containers. Container cranes rested on rails and, as a result, could travel down the length of the dock and load every part of the ship. The only job that remained for longshoremen to do on the vessel itself was “lashing.” Workers secured each container on the deck of the ship using special positioning and lashing devices. With fewer workers and the help of machines, container operations were vastly more efficient than break bulk longshoring. Only a few years after the technology was introduced, a container crane could load 20 tons in just five minutes. For scale, a 6,500-ton load took a break bulk operation 11,088 work hours and five and a half days to complete, whereas containerized technology did the job in slightly more than a day using

⁶⁷ Harry Bridges, (address prepared for Containerization Institute Fall Meeting, Los Angeles, November 13, 1969), UL, ILWU History Files, 1; Mills, *Strife and Consequences*, UL, Herb Mills Papers, 43,44,45.

only 850 work hours. The savings shipping companies made of the decreased turnaround times were enticing.⁶⁸ Old methods of longshoring were simply outpaced by containers. With enormously efficient methods on the horizon, the waterfront would have to adapt.

Longshoremen were wary of the ways mechanization was changing the waterfront; specifically, many union members complained that their work had become tedious and deskilled. A prevalent feeling was that modern operations lacked ingenuity. Longshoreman Herb Mills wrote that the work had become “utterly routine” and was “essentially performed by a remote and obscure computer team.” Modern superintendents worked with dock printouts, supplied by a traffic department, which provided an overview of the cargo units and their necessary loading sequence. According to Mills, the superintendent no longer dealt “with difficult and challenging operational problems.” Instead, he had become “a manager” whose only real responsibility was to “schedule work.” Another longshoreman used the metaphor of a drill sergeant and a basic training unit to describe modern operations. “Once you’ve got your marching orders,” he quipped, “there’s only the marching left to do.” The monotony undoubtedly affected the men and Herb Mills described the “unproductive and exceptionally pervasive malaise” that had come to characterize the job. The work was no longer a source of pride and self-esteem. One longshoreman derisively claimed that a “grandmother could drive the biggest container crane in the world.” A different union member reminisced that before mechanization “there was never a dull moment” and that while he used to “look forward” to doing dock work, his attitude had changed. “I’m ready to get the hell out,” he said.⁶⁹ Mechanization had transformed the industry and longshoremen knew it. For some, the work they once prided themselves on had become dull and tedious.

In addition to their monotony, modern operations damaged the longshore community that had characterized work before mechanization. The deep connections that had existed among gang

⁶⁸ Mills, *Strife and Consequences*, UL, Herb Mills Papers, 2,3; ILWU and PMA, *Men and Machines*, IRLE, 104,107.

⁶⁹ Mills, “Modern Longshore Operations,” IRLE, 1,2,3,8,48; Wellman, *Union*, 129.

members were broken as the gangs themselves disappeared. According to longshoreman Herb Mills, by the mid 1960s, “the gang system was seriously threatened.” A few years later it had “virtually collapsed.” As a result, social bonds between longshoremen weakened. The only shipboard job in a modern operation involved lashing containers, and the immense physical distance between individuals meant that no one was truly “working with” anyone else. There was simply no longer a need for the partnerships that had been such an integral part of break bulk longshoring.

Additionally, by using steady men, employers could undercut the ILWU hierarchy based on seniority and respect. Longshoremen were forced to compete against each other for work and many had a sense that favoritism was the only way to rise up in the ranks. One longshoreman described his colleague’s situation colorfully: “he deserves [the job] because he’s the one guy who’s kissed a whole lot of ass.” Union members were disconcerted by what appeared to be an inversion of the old system. “Jesus,” exclaimed one longshoreman, “there’s...a walking boss with forty years down here working ‘atop four-high containers.’”⁷⁰ The fact that an established longshoreman was performing menial work was particularly upsetting. Age and experience meant less and less in modern longshore operations. The union’s democratic hierarchy was unraveling.

Mechanization and modernization created a new power dynamic on the dock. In particular, the rise of steady men meant that employers no longer worked within an established union hierarchy. According to Herb Mills, “the ‘key’ manning” of modern operations were not hall men, but rather equipment operators who worked for a monthly income. The rotational dispatch system was in disarray and union members noticed. “Nothing should bypass the hiring hall,” claimed longshoreman Whitey Kelm. A new reliance on equipment operators meant that the ingenuity and resourcefulness of an effective gang were no longer required to get the job done. The subsequent demise of “good” longshoring also spelled the end of the independence that had been granted to

⁷⁰ Mills, “Modern Longshore Operations,” IRLE, 13,14,20,11.

gangs and bosses due to the unique nature of each break bulk loading operation. A gang's freedom to approach the job as it saw fit was simply no longer necessary. Consequently, superintendents interfered in every level of work, directing and even berating gang and walking bosses who had formerly enjoyed a significant amount of control over their work. Mills related that many longshoremen were distraught by the changes: "some [walking bosses] eventually refused to work the modern operations because of a growing promise of being 'interfered with.'"⁷¹ The loss of independence was palpable. Although break bulk longshoring had required employers to approach the union with a somewhat "hands-off" attitude, modern operations provided new opportunities for employer interference.

The Second Mechanization and Modernization Agreement also weakened the union's ability to monitor the docks. The new work rules changed on-the-job representation. There were many causes. For instance, the number of stewards shrank as many older men took the early retirement option and left the industry. Another part of the problem was that such a novel contract generated many disagreements over its interpretation and the limited number of union stewards quickly became stretched thin trying to deal with them. Longshoreman Lincoln Fairley wrote that were frequently no stewards on duty to ensure the contract was being observed. Finally, the immense physical distance between longshoremen and the isolation in which modern operations took place meant that it was relatively difficult for the stewards to procure witnesses for "beefs." Without the resources to handle every dispute as it arose, the waterfront mantra became "work now, grieve later." The union was forced to rely increasingly on the grievance machinery to deal with disputes after they occurred, rather than in real time. Herb Mills remembered that the system became "profoundly bureaucratic." Disagreements would go through local committees and then coast committees before being decided. No work-around solutions were settled in the moment. According

⁷¹ Ibid., 12,22,48,8,9,10; Whitey Kelm in Schwartz, *Solidarity*, 55.

to Mills, the ILWU struggled to make itself known on the docks. His terse assessment says it best: “there is no ‘union presence’ on any present day operation.”⁷² The limited number of union stewards was unable to keep up with the demands of modern operations. The ILWU was losing some of its ground on the waterfront.

The union’s inadequate representation and the PMA’s newfound control of production meant that employers had an upper hand over the ILWU when disputes arose. In disagreements with steady men, the employers used competition to their advantage. If a 9.43 man refused to comply with orders, the employers simply reminded the worker that there were other steady men, “knocking at our door.” The fear that a job might be given to a different man was completely absent during the days of the union controlled dispatch hall. This new circumstance, wrote Herb Mills, was “played...to the hilt.” The situation for non-steady men was equally devious. Although the contract language had always included a provision that longshoremen “must work as directed,” it was only after mechanization that employers began truly enforcing it. Economics caused the shift. In conventional longshoring, employers were dependent on the innovative solutions of gangs, and therefore a dispute could seriously damage productivity. As a result, “work-around” solutions were frequently reached. On the new capital-intensive operations, however, it was actually economically worthwhile for an employer to violate a contract and deal with the ramifications later.

Mechanization, coupled with the “work now, grieve later” mentality, meant that contract violations typically occurred in modern operations so as to more quickly ready a vessel for sea. Longshoreman Lincoln Fairley wrote that “in many instances oversized loads continued to be handled by the same number of men as before.” Employers knew that because of the bureaucracy, the decision of the arbitrator would be “too late...to affect the actual operations.” “Ships often got away before the issue was settled,” claimed Fairley. Herb Mills put the matter simply: “the savings which an employer

⁷² Mills, “Modern Longshore Operations,” IRLE, 21,22,23,24; Lincoln Fairley, *Facing Mechanization: The West Coast Longshore Plan* (UCLA: Institute of Industrial Relations, 1979), 198,200.

can realize by a contract violation routinely outweigh the cost of the remedy which might be awarded.”⁷³ Although the ILWU had frequently won disputes in the days of conventional longshoring, the new work rules put them at a disadvantage. When disagreements arose, the employers clearly had the edge.

Additional evidence that the union was losing ground on the docks can be seen by the fact that many rank and file longshoremen began demanding educational programs concerning the contract. There was a sense that the M&M agreements were too convoluted. Clocking in at 189 pages, the Second Mechanization and Modernization Agreement was a dense legal document. Many longshoremen admitted the language was beyond them. “I don’t know the contract anymore,” one union member confessed. “We used to know where we stood,” he continued, “but now you’ve got to be a goddamned Philadelphia lawyer.” The changing nature of the contract compounded the situation. With more employers willing to allow disagreements to reach the grievance machinery, the coast arbitrator was forced to adjudicate upon specific situations, slightly altering the agreement. Many versions were produced, hence the common waterfront saying: “the thing we call a contract isn’t worth the paper it’s printed on.” As a result, the rank and file demanded classes be made available that taught contract specifics. A membership survey taken in 1967 indicated that respondents had “a great deal of interest in an education program.” An overwhelming 83% of union members reported that they wanted classes on “contract understanding and enforcement.” Across almost all Locals, the response was the same. Education surrounding contracts was a primary concern.⁷⁴ Many longshoremen had trouble understanding the facets of the M&M Agreements. The rank and file uncertainty surrounding the deals that were reshaping longshore work suggested that the ILWU had lost a significant amount of control over the docks.

⁷³ Mills, “Modern Longshore Operations,” IRLE, 1978, 19,24,25,44,35; Fairley, *Mechanization*, 197,199.

⁷⁴ ILWU and PMA. “Contract Document,” 1966. IRLE; Mills, “Modern Longshore Operations,” IRLE, 11; IWLWU, “Report on: ILWU Membership Attitude Survey” (report prepared for 17th Biennial Convention, April 3, 1967), IRLE (Ib000009), 13.

Fatefully, the warnings that the Los Angeles Local had raised during the first M&M negotiations a decade previously came to pass. On the eve of the contract negotiation in 1971, the M&M Fund ran into financial difficulties. George Kuvakas's assessment that the fund was "peanuts" might not have been far off. In the summer of 1970, Harry Bridges wrote in the ILWU's newspaper that there was "not enough money...to pay all the expected future claims in full." While the pension fund remained intact, the union's death and disability benefits were at risk. In total, the \$34.5 million fund was expected to be \$1.5 million short. The shortage was prompted in part by a panic among the union members. With contract negotiations quickly approaching, a rumor spread among ILWU ranks that the M&M Fund might be eliminated in 1971. According to one union official, the reaction to the rumor was "a run on the bank." Longshoremen, worried that they would not receive money upon their retirement, filed disability claims to stake their claim. In response, the union froze the death and disability benefits until it could ensure that all those who chose early retirement received their "vested share" of the fund.⁷⁵ Although the union provided the money for pensions, the M&M Fund undoubtedly had financial shortcomings. In some ways, then, the M&M Agreement failed to adequately provide longshoremen with their "share of the machine."

The M&M Agreement's detractors who claimed the union might lose its work to the Teamsters also turned out to be correct. The container revolution had caught the union off-guard and the ILWU struggled to assert its jurisdiction over the new operations. In 1968, only 13% of cargo was containerized. By 1969, that number had jumped to 40%. Some estimated that in 1973, over 90% of cargo would be shipped in containers. The problem was that the second M&M Agreement contained no provision that labeled the "stuffing" and "unstuffing" of containers as union work. In the late 1960s, containers were increasingly loaded away from the dock area. In

⁷⁵ "Automation Fund' For Dockers Broke," *Oakland Tribune*, August 3, 1970, UL, Herb Mills Papers, 1971 Strike Publicity Documents (hereafter SP71); "ILWU Automation Fund in Trouble," *San Francisco Examiner*, August 3, 1970, UL, SP71; "Dock Workers' Automation Fund Runs Out Of Money," *Fresno Bee*, August 5, 1970, UL, SP71; Steven Roberts, "Fund For Dockers Plagued On Coast," *New York Times*, August 9, 1970, UL, SP71.

particular, freight forwarders, companies that consolidated the shipments from several shippers into a single container, had begun employing Teamsters. The work largely took place away from the waterfront because container operations required large areas of land. Few ports had the required real estate. Consequently, the two companies most invested in containerization, Matson and Sea-Land, were using Teamsters for their operations. The situation was not helped by time. Employers became fearful that jurisdictional problems might develop if they took work being done by Teamsters and gave it to the ILWU. For longshoreman Lincoln Fairley, the union had failed to prepare for the development of containerization. Its failure was “a major error” that would continue to cause headaches in subsequent contracts.⁷⁶ A lack of foresight in the beginning of the deal meant that the union was losing ground by the end of it. The fears concerning jurisdiction that were vocalized during the first M&M Agreement were ultimately not too far off the mark.

In late 1969, the union scraped together a contract supplement that gave them control over containerization but, due to their weakened negotiating position, granted the PMA major concessions. With Teamsters doing container work in ports like Oakland, Los Angeles, and Seattle, the ILWU realized it needed to change its existing contract. As longshoreman Lincoln Fairley pointed out, however, the contract would not be open for discussion until 1971 and the union “had no great leverage” to force the PMA to make an adjustment. When the ILWU’s negotiating committee proposed an agreement to the PMA in 1968, the employers responded with a contract that suggested all employees be hired on a “steady” basis. Tense negotiations followed. Although the PMA was interested in a contract that returned the stuffing and unstuffing of containers to the waterfront, their fear of encroaching on Teamster jurisdiction and their insistence on steady men prevented an easy resolution. With talks stalling throughout 1968 and into the next year, the union took part in a number of work stoppages directed at containerized ships. The end result was the

⁷⁶ Local 13, Strike Bulletin, September 9, 1971, UL, Herb Mills Papers, 1971 Strike Bulletins (hereafter SB71); Fairley, *Mechanization*, 271,275,276,278.

Container Freight Station (CFS) Agreement, signed in late 1969, which established areas on the waterfront where longshoremen would handle containers. The intention of the contract was that all containerized cargo would eventually be handled by the ILWU at “container freight stations.” A “transition period” lasting until July 1971 was put in place to allow for the expiration of existing Teamster contracts. While the deal might have looked good, the union had compromised: each CFS was guaranteed a “basic complement of steady men” and a new job classification, a “CFS Utility Man,” was introduced to the workforce. The “utility men” were employed on a steady basis.⁷⁷ Although the CFS Agreement granted the ILWU jurisdiction over some operations, it also increased the number of steady men on the waterfront. Moreover, the “transition period” gave the PMA a freedom in dealing with the Teamsters that opened the door for future conflicts with the ILWU.

The Strike of 1971

With the June 31, 1971 expiration date of the second M&M Agreement quickly approaching, union and employer talks concerning the new contract stalled as the ILWU negotiating committee repudiated the M&M “approach.” The union was aware that the 1971 contract would be a contentious issue and they began negotiations in January. Central demands on the union’s side were a work opportunity guarantee, no further reduction in gang sizes, and jurisdiction over all container operations, all of which had been lost during the second M&M contract. Talks broke off when no agreement was reached by the end of the month. Discussions with the PMA resumed in February but only because the union and the employers agreed to “sidestep” the problems related to jurisdiction and manning until a later date.⁷⁸ The issue of a wage guarantee continued to plague the negotiations, however. In May, union president Harry Bridges warned his readership that “a strike”

⁷⁷ Fairley, *Mechanization*, 277,278,279,280,282,285,289,293.

⁷⁸ “Time to Tone Up the Muscles,” *Dispatcher*, January 8, 1971, DIS; “Longshore Parleys Resumed,” *Dispatcher*, February 5, 1971, DIS.

was “fairly certain.”⁷⁹ The situation kept deteriorating. By June, the ILWU reported that negotiations had completely broken down and no progress was being made towards a resolution. July 1 was set as the date for the strike vote. Bridges “urged” all members of the union to vote “Yes.”⁸⁰ A strike was coming. The negotiating committee had given up on the M&M tactics and failed to come to an agreement with the PMA.

The union’s rank and file expressed their dissatisfaction with the M&M Agreements by voting overwhelmingly to strike on July 1, 1971. Traditionally, a strike had to be approved by at least 85% of the union membership. When the vote was taken in the summer, the results were decisive: over 96% of the longshoremen wanted to strike.⁸¹ With no contract in sight, the union “hit the bricks” on July 1. Longshoreman Jerry Tyler from Seattle wrote that there was “chaos” and “confusion” at first. “Remember the first time you kissed a girl?” he asked his Local. However, with “good humor and patience,” the longshoremen resolved their early logistical problems. Two weeks later, the ILWU reported that the strike was “100% effective” with initiative coming largely from the local level. Locals set up their own strike organizations, picket lines, and “bumming committees” to get food and clothing where it was needed. Picketing schedules and food deliveries were planned. For the ILWU leadership, the grassroots movement meant the end of the M&M strategy: Harry Bridges stated, “[the] M&M is down the drain...because of the working rank and file.” The union’s president said that he had heard the membership’s call to “get rid of that goddam old-man’s contract.”⁸² Confirming this belief on the ground, one Local 13 member hoped that the ILWU leaders were not “the same idealistic visionaries they were in 1960.” According to the longshoreman, they had created “a profit revolution on the wrong side.” “This time we have to get ours!” was the

⁷⁹ Harry Bridges, “On the Beam,” *Dispatcher*, May 21, 1971, DIS.

⁸⁰ Harry Bridges, “Longshore, Clerk Strike Vote,” *Dispatcher*, June 17, 1971, DIS and Harry Bridges, “On the Beam,” *Dispatcher*, June 17, 1971, DIS.

⁸¹ “Caucus Prepares For Fight,” *Dispatcher*, May 7, 1971, DIS; “Longshore Parleys Continue,” *Dispatcher*, September 10, 1971, DIS; “Strike 100% Effective,” *Dispatcher*, July 16, 1971, DIS.

⁸² Fairley, *Mechanization*, 311.

message from LA. The union membership had spoken with the strike vote. In their opinion, the M&M Agreements had failed to provide adequate protection and benefits.

One of the central demands made by the union was for a reinstatement of the wage guarantee that had been removed during the second M&M Agreement. In the late 1960s, jobs had been lost as automation picked up. There was a cruel irony to the situation. Longshoreman Lincoln Fairley claimed that “in its first five years the M&M Plan’s protections were not needed and that in its second five years they were not available when needed.” Proving his point, work hours coast-wide had risen from 23.8 million in 1960 to 26.7 million in 1966. However, during the years of the second M&M Agreement, which included no wage guarantee, the number of work hours fell dramatically. By 1971, longshoremen worked only 14.8 million hours across the coast.⁸³ The drop in hours meant a wage guarantee was important for union members. “Guaranteed jobs must be included,” declared one strike bulletin from San Francisco. In Los Angeles and Long Beach, a strike notice reminded its readers that “the longshoremen who built this maritime industry” were “not to be cast aside.” While the M&M Agreements had tried to guarantee labor “a share of the machine,” a decade later the same question was still unresolved. The union claimed that it was essential “to challenge the notion that the employer—in the name of ‘progress’ can simply go ahead and slash his workforce.”⁸⁴ The “mechanize and protect” strategy of the M&M Agreements was a failure. In 1971, the union was still fighting for the same protection.

For many longshoremen, the fact that the previous contract had allowed “steady men” was also an issue. A significant opposition developed to section 9.43 and encouraged the strike. Herb Mills recalled that in San Francisco, as the employers attempted to implement steady men, a “sentiment against the provision and its functioning was increasingly broadened and deepened.”

⁸³ Fairley, *Mechanization*, 339 and PMA, Annual Report, 1981 in Mills, *Strife and Consequences*, UL, Herb Mills Papers, 140.

⁸⁴ Local 10, Strike Bulletin, September 13, 1971, UL, SB71; Local 13, Strike Bulletin, September 9, 1971, UL, SB71; “Local 10 Talks to the Public,” *Dispatcher*, July 30, 1971, DIS.

Strong resistance to the section of the contract did not go unnoticed by the PMA. In a 1967 report, the employers wrote that there was “a trend toward ILWU Locals deciding when they will or will not abide by decisions reached by the parties...through collective bargaining.” By 1970, the situation was explosive. Before the upcoming contract negotiations, the union’s leadership circulated around twenty “resolutions” to be voted upon by the rank and file. The resolution that called for the elimination of section 9.43 was overwhelmingly passed. Union members supported the cause on the ground by wearing pins that read, “No 9.43.” The issue was important for the rank and file. According to Herb Mills, the 1971 strike “was largely underwritten by ‘the 9.43 issue.’” For longshoremen, the fact that employers were hiring steady men while underemployment haunted the Locals was unacceptable.⁸⁵ Section 9.43 had gone too far. Longshoremen were upset by a contract that undermined their hiring hall and they went on strike in order to defend it.

The largest problem for the union, however, remained container jurisdiction. There was a feeling among union ranks that the CFS Agreement had not been properly implemented. According to San Francisco longshoremen, the PMA had been “trying to welch on the container jurisdiction which they contractually recognized as longshore work” under the CFS supplement. Longshoreman Lincoln Fairley claimed that the agreement had “never fully accomplished its purpose,” partly because many PMA members kept “dragging their feet in seeking to end their contracts” with the Teamsters. Consequently, the ILWU’s “number one demand in the strike” was still “control over stuffing and stripping containers.” As negotiations continued during the strike, the container question remained the “primary issue.” The union wanted the CFS Agreement to be extended and implemented for two more years. On the other side of the table, the PMA rejected the union’s demand for jurisdiction by citing Teamster claims that stuffing and unstuffing containers was Teamster work both on and off the docks. The ILWU interpreted this tactic as a “smokescreen”

⁸⁵ Mills, *Strife and Consequences*, UL, Herb Mills Papers, 58,81,82,95; Mills, “Modern Longshore Operations,” IRLE, 18.

meant to “embroil” the trade unions in an internal conflict. Interpretations aside, the container dilemma continued to stall negotiations and prevented a resolution throughout the summer. Although talks began in August and continued into September, no agreement was reached.⁸⁶ Neither side wanted to compromise.

Rank and file union members felt as though the container issue would determine the future of the ILWU. A deep anxiety surrounded containerization. Longshoreman Sidney Roger discussed the membership’s feelings around the “new and different machinery.” “You can see the future,” Roger recalled. “You can get pretty damn frightened.” Gaining control of the container operations was critical. One longshoreman from LA asserted that if the union “got” the containers, the future would look a whole lot better. Another put the matter more bluntly: “we need the containers and we’ve got to have them under our jurisdiction.” The alternative was the end of the ILWU. Longshoreman Gilbert Casanova wrote, “If we don’t get the containers, I don’t see us working.” Equally bleak was the assessment of another Los Angeles union member. “Without the containers...we’ll have nothing,” he concluded. Longshoremen frequently connected the health of their union with jurisdiction over container operations. Without it, claimed one union member, “the longshore industry as we know it is dead.” A strike bulletin from LA joked about stuffing the PMA into its own “container,” a hearse operated by Local 13 longshoreman John Burich.⁸⁷ Container operations were clearly a high priority. Union members were determined to protect themselves from this new form of mechanization.

Container jurisdiction began to dominate negotiations as the strike continued into the fall; other issues were cast aside. When negotiations picked up in late August, the union reported that

⁸⁶ Mills, *Strike and Consequences*, UL, Herb Mills Papers, 95; Fairley, *Mechanization*, 293; Harry Bridges, “On the Beam,” *Dispatcher*, July 30, 1971, DIS; “Longshore Parleys Continue,” *Dispatcher*, September 10, 1971, DIS; “Coast Parleys Intensified,” *Dispatcher*, September 24, 1971, DIS.

⁸⁷ Sidney Roger, “A Liberal Journalist on the Air and on the Waterfront: Labor and Political Issues, 1932 – 1990.” By Julie Shearer (Regional Oral History Office, Bancroft Library, University of California at Berkeley, 1989), 895; Local 13, Strike Bulletin, September 21, 1971, SB71, UL; Local 13, Strike Bulletin, September 14, 1971, UL, SB71.

certain disputes were to be dealt with on the local level. The ILWU specified eight items. Among them were “working and dispatching rules,” “manning scales,” and “section 9.43.” Claiming that it was in “the best interest” of the membership to settle these issues on a local basis, the negotiators ignored other problems and focused solely on containerization and wage guarantees. Despite the restrictions, no agreement was reached. While talks “intensified” throughout September of 1971, they were still deadlocked.⁸⁸ The union and the employers had reached an impasse.

In the midst of the standoff, the US government intervened and ordered a “cooling off period” that ultimately failed to reconcile the two sides. President Richard Nixon used a provision in the Taft-Hartley Act to put the longshoremen temporarily back to work. The president claimed that the “damage” caused by the strike was “very great,” an accusation the union vehemently denied. In fact, the ILWU had decided early on that they would continue to unload mail, military cargo, baggage, perishables, and passenger ships. After Nixon declared the “cooling off period” in early October, the union claimed that “no real emergency” was “threatening national health and welfare.” Despite their protests, longshoremen went back to work for eighty days under the conditions of the previous contract. Harry Bridges urged his men to accept the order: “the ILWU acting by itself cannot successfully defy this injunction.” Although negotiations continued during the “cooling off period,” not much headway was made. Union leadership anticipated the strike would continue once the court order had ended. Before the “cooling off period” expired, however, the Taft-Hartley Act mandated the union vote on the employers’ last offer. Unsurprisingly, the union “buried” the offer in an “avalanche” of “NO” votes. Over 93% of the union rejected the deal and voted to resume the

⁸⁸ “Coast Body Urges Locals to Step-Up Talks,” *Dispatcher*, August 13, 1971, DIS; “ILWU-PMA Dock Talks Resume,” *Dispatcher*, August 27, 1971, DIS.

strike.⁸⁹ While Nixon's order sapped a few union members of their strength to continue the fight, the strategy was ineffective. In early January, the union "hit the bricks" again.

The second iteration of the strike was short lived; a deal was reached in early February that the union quickly labeled a victory. The contract settled containerization and wage guarantees mostly in the ILWU's favor. Longshoremen gained jurisdiction on all containers within a 50-mile zone of each port. Moreover, containers stuffed in ports by labor other than longshoremen were to be taxed at \$1 per ton. The tax would go toward the wage guarantee, which was set at 36 hours per week for all registered union members. The union leadership presented the contract to its members as a success. "The strike is won!" declared the ILWU's newspaper after the settlement was reached. Harry Bridges added to the fanfare: "the strike was won, and won hands down!" While the union leaders may have claimed the strike was a resounding success, the final tally among the rank and file to approve the contract indicated otherwise. Only 71% of longshoremen voted to end the strike, a significantly lower number than the 96% that had elected to "hit the bricks" months earlier.⁹⁰ The final deal was by no means perfect. While the ILWU leadership might have considered it a win, not all longshoremen were equally enthusiastic.

Although container jurisdiction and wage guarantees were significant achievements for the union, the contract failed to address many of the issues behind the 1971 strike. There was no clear settlement regarding certain disputes. Longshoreman Herb Mills wrote that the February deal "left a substantial number of important issues unresolved." In particular, the questions concerning dispatching, steady men, and manning scales were completely absent from the agreement. It was decided that local negotiations would be left to sort out those problems, while work would resume

⁸⁹ "Nixon Uses Strikebreak Act," *Dispatcher*, October 8, 1971, DIS; "Strike 100% Effective," *Dispatcher*, July 16, 1971, DIS; Harry Bridges, "On the Beam," *Dispatcher*, October 8, 1971, DIS; "What to Do With Strike Assessment," *Dispatcher*, November 5, 1971, DIS; "Thumbs Down on 'Final Offer,'" *Dispatcher*, December 22, 1971, DIS.

⁹⁰ "Summary of Dock Contract" and Harry Bridges, "On the Beam," *Dispatcher*, February 11, 1972, DIS; "Ranks OK Contract By 71%," *Dispatcher*, February 24, 1972, DIS.

under the terms and conditions that were in effect as of June 30, 1971, the day before the strike began. Eventually, however, local negotiations failed and arbitrators simply ruled on the conflicts. In the end, the PMA was granted manning scales that reaffirmed the “M&M approach,” allowing employers to direct work and determine the number of longshoremen required for each task. Similarly, the rulings upheld the PMA’s use of steady men. According to Herb Mills, there was no “equalization” of work opportunity. Steady men could work more hours at higher wages.⁹¹ While the union had received some “protection” from technological change, it was forced to accept that not all of its former work rules could be won back. The waterfront had changed too much in the previous decade.

Conclusion

During the 1960s, the West Coast longshore industry was fundamentally transformed. The Mechanization and Modernization Agreements brought a new era to the waterfront. Automation improved productivity and allowed for an increase in cargo tonnage handled across the coast. Massive container cranes signified these technological changes and they began appearing on the docks of major ports after the M&M Agreements were first negotiated. Equally important, however, were unseen developments that restructured the balance of power between the ILWU and its employers. Specifically, the union saw its former work rules undercut by the PMA during the 1960s. “Mechanization” and “modernization” meant that the union no longer controlled production in the same way that it had before. The M&M Agreements left the union in a weakened position.

Rank and file longshoremen had deep misgivings about the contracts. Despite the praise the deals received, debate raged within the union. For certain members, the M&M Agreements “sold” the ILWU’s control of the industry at too low of a price and failed to protect longshoremen from competing unions. In response, an uncharacteristically conservative leadership began an educational

⁹¹ Mills, *Strife and Consequences*, UL, Herb Mills Papers, 119,122,123,129,135.

campaign meant to convince longshoremen to approve the contracts. Their efforts eventually succeeded.

A decade after the signing of the first M&M Agreement, some of the warnings sounded by the rank and file became realities. Mechanization had hurt union membership. The money paid by the PMA for the union's "work rules" had run out and Teamsters were encroaching on the ILWU's jurisdiction. In response, the union struck. Any assessment of the Mechanization and Modernization Agreements must take the Strike of 1971 into account. Frustrated longshoremen decided to "hit the bricks" when they realized the "M&M approach" had left them behind. The strike was caused by the failures of the M&M Agreements and the union's losses during the decade.

Perhaps the central problem for the ILWU in the 1960s was combining "mechanization" and "modernization" at all. By linking the two concepts in one agreement, the union effectively ensured that technological change would restructure power dynamics on the waterfront. Conversely, a deal that firmly separated automation from control of production might have been a better option. Although such an assessment is easy to make in retrospect, the union's "work rules" were an important bargaining chip in contract negotiations. It should be acknowledged that the longshoremen might have been denied any "share of the machine" if they had refused to compromise on their control of the industry. Ultimately, the ILWU's story during the 1960s represents the challenges organized labor faces when it confronts technological change.

As the century wore on, longshoremen emerged from their difficulties in the 1960s by organizing more waterfront workers and constantly defending their jurisdiction. According to the union, their successes in later years "did not come easily." While the ILWU faced setbacks, struggles in the 1980s and 1990s managed to establish more comprehensive container jurisdiction and even

curtailed the use of steady workers. The union worked hard to overcome the obstacles the M&M Agreements left in their wake.⁹²

Today, the ILWU still exists as a militant union. Work slowdowns and lockouts characterized longshore contract discussions in 2002 and 2014. Some expect that job action will be a part of the negotiations in 2019. Questions of mechanization remain important issues. In the 21st century, completely automated container cranes threaten longshore jobs. Last year, for instance, the Port of Los Angeles invested \$693 million in self-driving cranes and computerized loading operations. Run by advanced algorithms, these high-speed machines can maneuver containers within inches of each other. Much is at stake: one engineer claimed that his group was “trying to change the entire freight system.” It remains unclear how the union will deal with these new technologies. What is clear, however, is that mechanization continues to cause anxiety within the ILWU. While container cranes dominate the Oakland skyline today, not much has been resolved. In 1966, one longshoreman got up to speak about his feelings concerning automation at a union caucus: “It scares me, it scares the hell out of me: this new robot-manning stuff.” In 2016, longshoreman Jeff Smith expressed the same fears. Smith might as well have been speaking half a century earlier. His words were eerily similar. “The word automation scares the hell out of me,” he said.⁹³

⁹² ILWU, “The ILWU Story,” International Longshore and Warehouse Union, 2016, accessible from www.ilwu.org/history/the-ilwu-story/

⁹³ Bill Mongelluzzo, “ILWU-PMA Contract No Game Changer for West Coast Productivity,” *Trade and Container Shipping News*, May 23, 2015, accessible from www.joc.com; Fairley, *Mechanization*, 224; Eric Kulisch, “Automated Terminals Remain Deep-Seated Fear for ILWU,” *American Shipper*, February 5, 2015, accessible from www.americanshipper.com; John Lippert, “On this waterfront, robot longshoremen are the new contenders,” *The Chicago Tribune*, April 26, 2016.

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