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The San Francisco Waterfront: Labor/Management Relations -- On the Ships and Docks,
Part 1: "The Good Old Days"

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Author

Mills, Herb

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INTRODUCTION

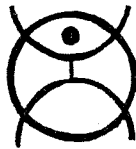
THE SAN FRANCISCO WATERFRONT

* * *

Labor/Management Relations: On the Ships and Docks

Part One:

"The Good Old Days"



Herb Mills
Secretary-Treasurer
Local 10
International Longshoremen's and Warehousemen's Union
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Institute for the Study of Social Change, 2420 Bowditch Street,
University of California, Berkeley 94720

During the past fifteen years, a new technology has been increasingly utilized within the nation's maritime and longshore industries. The ways in which the work experience of the San Francisco longshoremen and the job-related social relationships which those men had for many years enjoyed with one another have thus been affected were detailed in an earlier paper.¹ The technological changes which have occurred in the San Francisco longshore industry have also affected the on-the-job relationships of the men and their employers. This circumstance will be explored in the present paper. To that end, the discussion will focus upon the nature and functioning of the employer's "chain of command," first in "the good old days" of conventional longshoring and then in the most modern of today's operations. With respect, then, to the earlier paper, the focus will now be enlarged so as to include the hierarchical structure and more encompassing social organization of these operations.

Since the efficiency with which a conventional operation was carried on was in great measure dependent upon the initiative and innovative skills of the men, the employer was peculiarly dependent upon their cooperative good will.² This being the case, he had a direct and very substantial interest in abiding by the contract, respecting the men, and maintaining at least a reasonably "just and equitable" on-the-job relationship with them. As might be supposed, this on-going interest was most clearly manifest in the nature, demeanor, and functioning of his operational chain of command. By the same token, these sets of circumstances underwrote the evolution of uniquely encompassing and harmonious

social relationships between the men and the on-the-job representatives of their employer.³

As compared to the technology of the good old days, that of the modern era has affected an extraordinary routinization of the work performed by longshoremen. There is very little variation in the work associated with modern operations. Its overall organization and "flow" is closely planned. Its performance is continuously monitored, supervised, and controlled. This being the case, and as compared again to the operations of an earlier day, the employer's dependency upon the initiative, innovative skills, and cooperative good will of those who are working a modern operation is drastically reduced. It also follows that the new technology allows the employer to be at least relatively unconcerned about the nature of his on-the-job relationships with the men. To put the matter briefly: the technology of modern longshoring creates a fundamentally new "labor relations" option for the employer, namely, that of being essentially unconcerned about "a doing of justice" when dealing with men on the job.⁴ Since this option must therefore be viewed as a basic structural product of the industry's capital-intensification, its exercise must also be viewed as a distinctly modern manifestation of the employer's search for profit. From this perspective, then, it may be said that the transformation of the industry from labor-intensive to capital-intensive has made profitability increasingly less dependent upon the maintenance of "just and equitable", on-the-job relationships. Indeed, it will presently appear that this capital-intensification, by altering the industry's fixed and operating costs and the socio-technological setting within which the profit motive operates, has increasingly prompted the employer to aggressively

disregard, not only those relationships, but the contract itself.

The fact that the employer can select men of his own choosing for the performance of his distinctly modern work has also very importantly contributed to the fashioning of this new-found option.⁵ By exercising his contractual right to unilaterally assign such work, he can "by-pass" what for many years was the central institution of the industry, the hiring hall. As an institution, the hiring hall embodied a system of job categories, job promotion and seniority, and a rotational job dispatch which was universally viewed by the men as just, fair, and equitable. By the same token, that system underwrote what they considered to be a proper and principled relationship with the employer. By exercising his right "to select his own men" for the operation of his new technology, the employer can free himself from the relationships established by the hall. Given the fact that those selected have a substantially higher income than those "left in the hall," he is also in large measure free of the union when dealing with them. Thus, to again put the matter briefly: both the nature and structure of the distinctly modern work of the port and the manner in which that work may be allocated amongst the men have permitted the employer to develop an operational chain of command which in its nature and functioning is radically different from that which he was obliged to use in an earlier day. Granted this circumstance and, of course, the cost factors of the new technology, he has also been prompted to affect this "modernization" of his operations by the profit motive.

Since this paper will focus upon the San Francisco longshore industry from the perspective just set out, it may of course be read as an "overlay" to the earlier paper. If it is so read, it will become apparent that the

entire hierarchical and social organization of a modern operation is radically different and antithetic to that which for many years distinguished the operations of the industry. It will also become apparent that this circumstance is rooted in the new technology and the manner in which that technology has by contract been utilized. Having in this manner successively focused upon the ways in which the relationships between the men and the on-the-job relationships of the men and their employer have thus been transformed, a subsequent paper will focus upon the ways in which the formal, "across-the-table", labor-management relations of the industry have in turn been affected by these circumstances and the modern avenues toward profit.

THE OPERATIONAL CHAIN OF COMMAND

The Basic Longshore Gang⁶

Following the cataclysmic San Francisco General Strike which erupted out of the West Coast maritime strike of 1934 and for many years thereafter, almost all of the work directly related to the loading and discharge of vessels calling at the port was performed by "gangs". By contract, a longshore gang was a regularly constituted group of job categories, i.e., a gang boss, two winch drivers (or "deck men"), six holdmen, six dock men, and a dock jitney (lift) driver. The gangs, of which there were once over two hundred, were dispatched by phone from a hiring hall to each succeeding job. Their work opportunity was equalized by a system of rotational dispatch.

While any number of "slots" might not be filled at any given time, most gangs had a core of members which was very stable. Neighbors

and relatives frequently worked in the same gang for years. Partnerships amongst the gang men were very long lasting. Friendships of course ran very deep amongst them. So, too, did the pride which they took in their collective performance of the work.

Such additional men as a gang could be expected to need for each successive job were dispatched from the hiring hall. They were rotationally dispatched to the gang boss "in category," i.e., as dock men, deck men, hold men, etc. In this way, the compliment of hold men was sometimes raised to as many as sixteen and that of the dock men to twenty.



WAITING FOR DISPATCH

The San Francisco longshoreman began his career, as we still do, as a hold man. As a result of a protracted struggle, the union won the right to base each man's promotion "out of the hold" and into the (unskilled) dock categories on his seniority. Subsequent promotions to the (skilled) categories of winch, crane, or jitney/lift driver were also eventually based on seniority and qualification, the latter of which was jointly certified by union and employer. A hall man could at any time join a gang which had an opening in his job category or, if he were willing, in a job category requiring less seniority than he possessed. By the same token, a gang man could at any time quit his gang and "return to the hiring hall."

The Gang Boss⁷

The chain of command above the men working in or with a gang began with the gang boss - or, to use the term of affection which was generally used by the men themselves - "the gaffer." The gaffer had been elected to his job by his gang members. As might then be supposed, he had invariably worked "on the front" for a considerable number of years prior to his election. As a rule, the bulk of those years had been spent as a hold man, but most gaffers had also spent a number of years "on the winches." In some instances, the boss had worked as a lift - jitney driver, too. Given these circumstances, and the additional fact that the gang boss had almost invariably spent a number of years in his gang, the electorate could routinely agree that the man elected "really knows the work." The gaffer was also routinely viewed as "a good union man." Indeed, to be elected was to receive recognition as a good longshoreman and good union man.

The right to elect one's immediate supervisor was no doubt unique, but perhaps the work of the longshore gang should also be viewed as unique. Gang performance was crucially dependent upon the ability and willingness of the boss and the men to collectively exercise initiative and to cooperatively innovate. This being the case, the election of the gaffer was eminently sensible and realistic, if not, indeed, "necessary." By the same token, one's election as gaffer constituted public acknowledgement of a still more fundamental attribute: "He knows how to handle men." While a man could therefore be proud of his election, his gang men might also take pride in having elected him and enjoy an on-going prestige from working for and with him.⁸

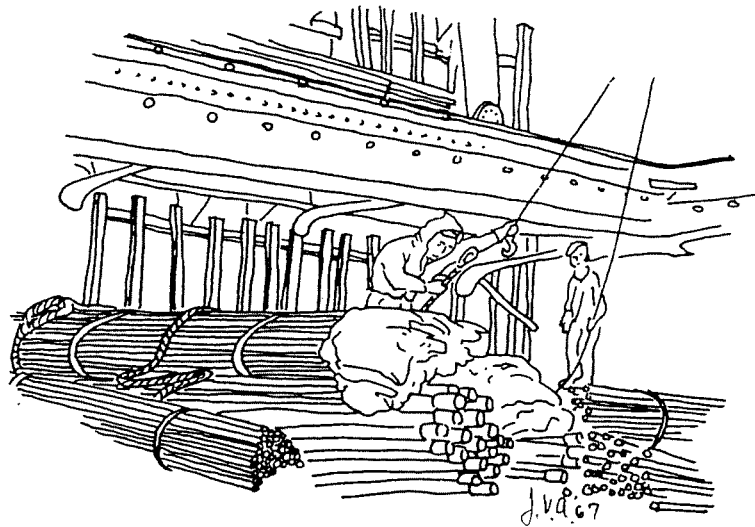


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HUNDRED POUNDS

The Walking Boss

The gang bosses were supervised -- as they are today -- by a "walking boss" or, more properly, by a "ship walker." This is the man who "walks" the ship for the purpose of supervising its loading and discharge. As a rule, a number of men were also directly and rotationally dispatched to the ship walker from the hiring hall. These "swing" men were assigned (and thereafter shifted or "swung") by him to the dock or hold work of the various gangs as operational needs required. While performing the work to which he had been assigned or shifted, the swing man came under the direct supervision of the gaffer.



PRE-SLUNG PIPE

The stevedore companies almost invariably selected their walking bosses from the roster of gang bosses. The reason for this was simple: it was as a gang boss that a man could best demonstrate his ability "to work with the men" and to respond to unique and challenging circumstances. The man thus selected was routinely viewed as "a damn good stevedore." As a rule, both parties also viewed these men as good union men and "good people." The reason such men were selected was again quite simple: they could most effectively secure the voluntary inputs so essential to the performance of the work. Above all, then, the walking boss was known for his ability "to handle men."

Those who had risen from hold man to walking boss had thus passed through a lengthy and peculiarly democratic/egalitarian process of selection.⁹ The criteria which underwrote that process were those of skill and experience, innovative ability, and the capacity to "relate" to the men. Having been asked "to go walking", a final criterion came into play: the ability "to work with" the company superintendents, the terminal operators, ships' personnel, and the ship clerks (who were members of a separate ILWU local). It followed, too, of course, that a man could take great pride in having "proved out a good walker."

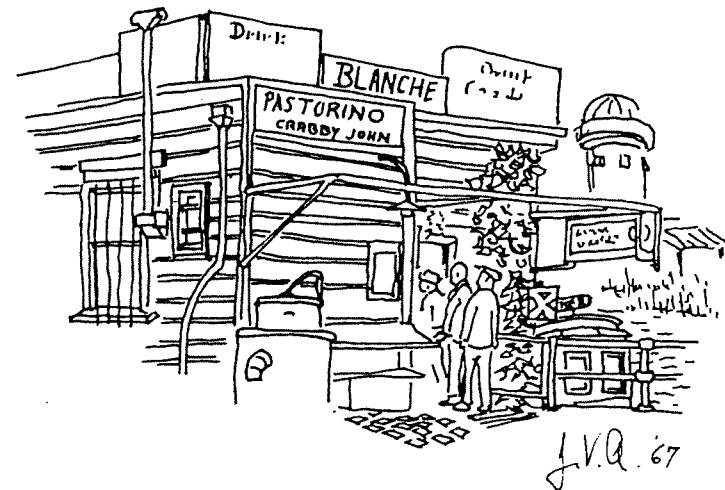
The final stage of a walker's career was usually that of a "dock walker", i.e., the man who walks the dock for the purpose of supervising the work of the dock longshoremen. In a ship operation, a dock walker worked opposite a ship walker. Ordinarily, a ship and a dock walker would be jointly assigned to the hatches forward the midship "house" (superstructure) of the vessel, while a second set was assigned to the after hatches. As might be supposed, there was always a considerable amount of dock work to be performed both prior to the arrival of

a vessel and following its departure. A dock walker would also supervise and direct the dock men and "car men" (who worked against rail cars and trucks) who had been dispatched to him for such work.

In many respects, a dock walker could function as a sort of "elder statesman." He frequently found occasion to assist the gang bosses, the ship walkers, and company supervisors with advice and counsel. He found time to reminisce with those he was supervising. His work, whether "against a ship" or in a terminal operation, had fewer "pressures" and physical demands than did the work of a ship walker. Partners in the dock categories frequently agreed: "He's a really good guy. And a good guy to work for."

With respect, then, to the walking bosses, it need only be added that they, too, were members of the longshore local. This was true whether they were (steadily) employed by one company or worked for all of the companies on a rotational basis out of the hiring hall. In the second part of this paper it will be necessary to detail this circumstance since the employers and government waged a long -- and by 1948 successful -- campaign to change it. At this juncture, however, the distinguishing feature of this portion of the chain of command should be emphasized. To begin with, then, most of the men on any operation had been long and fairly well acquainted, not only with one another, but with the gaffers and walking bosses. This quite general circumstance arose from the structure of the longshoreman's career, the relative stability of the workforce, the nature and structure of the work, and the institutional setting within which that work had for years been performed. The men and those who directly supervised them had often worked with one another as longshoremen. Indeed, many of the men could typically remember

jobs where they had worked in the hold side-by-side with the gaffers and the walking bosses. Over the years, they had often eaten and drunk together or conversed over cards or dominoes. Upon occasion they had been in "beefs" and work-stoppages together. So, too, as the saying went, had they several times "struck together and stuck together." As a result, there was a very substantial social pressure radiating in all directions within this "chain of command" to remain good union men. to respect the contract. to get the work done, and to thereby maintain the mutual respect which had been fashioned over long experience.



LUNCH AT BLANCHE'S

The Company Superintendent

For the most part, the non-union, on-the-job representatives of the stevedore companies understood this social reality as rooted in the work performed, in the functioning of the union, and that of the hiring hall. In most instances, such understanding was partly a product of long experience in the maritime industry. Most company superintendents had been to sea, usually with a licensed officer rating. Many had been masters. They knew ships. They knew the gear and the cargoes. They knew good longshoring. As the men were fond of saying, they knew "the game." Accordingly, there was a confidence in the manner in which they went about their business. On the other hand, that was not an arrogant confidence because they also knew a number of other things from their experience. They knew of the struggles which the longshore and seamen unions had mounted for better conditions; and, indeed, had not infrequently played a role in the latter struggles. They also knew something equally fundamental: they knew that because of the nature of the work one could always learn and that any man might come up with a first class idea as to how to proceed at any given juncture. While knowing that they could for this reason be helped by those on the job, they also knew that they could thus be very much hindered. To put the matter briefly: the superintendents quite generally understood "the power for good and evil" which was possessed by those around them. At a minimum, then, they understood that if they could not muster respect for the men and their union, it was best to at least muster restraint.

For the most part, however, the superintendents did respect the men and certainly behaved as if they did. This, no doubt, was partly because the men themselves had an abiding respect for anyone who knew the game.

As it happened, they were particularly respectful of those who had sailed as officers. This was not a matter of "social prestige," nor was it in any way connected with respecting a "boss" per se. On the contrary, it was rooted in a deep respect for the sea and for good seamanship; and, secondly, in the presumption that rank at sea -- unlike most places -- was really based on knowledge, skill, and experience. Indeed, and because of the remorseless challenge of the sea, one could quite generally respect anyone who had spent time aboard ship.

Then, too, most superintendents also had wide social contacts amongst the men. They had known most of the gang bosses and walking bosses for years. Indeed, they had even known many of the winch and jitney drivers prior to the memorable days of '34. As time passed, they had begun "to live with the contract and grow with the union." Again, the reason for this was simple: those who had failed to grow and live with the times had been "let go" by their employer. They had simply proved to be expensive liabilities. It followed, too, of course, that the superintendents frequently reminisced with the gaffers and the walking bosses and occasionally with the men, both on-the-job and elsewhere. With the sailing of a vessel, the superintendent might wave to a gang boss as he left the pier: "Hey, Pete. Good job! Damn good job. Tell the men and see you next time."

A man could thus be deemed "a good superintendent" if he was possessed of such understanding and respect and if his "inputs" were routinely viewed as reasoned and contractually legitimate. Such inputs essentially consisted of clear and sensible instructions as to the discharge and loading sequences for the hatches being worked, the corresponding utilization of the gangs and swing men, and the utilization of ship and dock space.

These instructions were invariably based upon an on-going consultation

make good walking bosses. Of all the criteria which entered into such determinations, the single most inclusive one was the need to find a man whom in the judgment of the men "deserved" to be a walking boss. In a word, decisions of this order were profoundly collective, if only implicitly so. As in the case of the gang boss election, the judgment of the men could be heavily relied upon. Indeed, and again because of the nature and structure of the work, their judgment had to be relied on.

If, then, a superintendent was perceived by the men as "reflecting" such understanding and respect throughout the whole of his demeanor and behavior, he was judged "a good superintendent." He thereby became a respected component -- and therefore a still more important component -- of the overall social organization of the industry. It followed, too, of course, that the good superintendent had both the right and the duty to expect good longshoring.

THE UNION PRESENCE

The view that a strong and active steward system was vital to their on-the-job welfare was deeply ingrained in the men. Thus, in an official history of their union, the San Francisco longshoremen could say: "The union steward is the union on the job."¹¹ This understanding was also reflected in their union constitution. It was stipulated there that the members of each gang were to elect a gang steward from their ranks and that the gang boss had the responsibility of seeing that done.¹² Some gangs retained the man elected for years. Others held periodic elections, usually six months apart. In any event, a gang that lost its steward for one reason or another immediately went about electing his replacement

because they could be denied work until that was done.

The on-the-job responsibilities and powers of the steward -- and hence the capacities in which he represented his union -- were several.¹³ To begin with, and prior to the start of work, he was to satisfy himself that each man who was about to "turn-to" was either a union member or a bone fide "permit man" (registered casual). To go to work, a union member had to produce his union book for the steward. The steward checked its dues entry. If a man was delinquent, he would not be permitted to go to work. He was told to "see one of the officers about these dues and get straight with the church." There were no "freeloaders." The union book was also checked for meeting stamps. A man was expected to show at least a minimum of interest in and concern for his union. He was to attend at least one of the two general membership meetings which were held each month.

Once the men had been turned-to, the stewards had their constitutional instructions: ". . . see to it that all working rules and regulations are enforced." They were also instructed to ". . . coordinate their efforts at all time towards creating better working conditions." Thus, to flesh the matter out, the above mentioned history could describe the role of the steward in these terms:¹⁴

. . . He sees to it that provisions of the agreement are kept and that the men are justly treated. He handles all job 'beefs', sometimes calling in the business agent. If the men think they are working under unsafe conditions, they appeal to the steward who acts as spokesman. . . to serve the gang, the steward has copies of our union constitution and by-laws and of our contract with the employer. . . He knows his job from top to bottom and checks abuses before they become chronic. He works for the elimination of all health and safety hazards.

As for his functioning vis-a-vis the other representatives of the union, that could be summarized in the following manner: "He is wise enough to call upon the officers and stewards' council for advice and assistance when major problems spring up on his job."

In a moment, the ways in which a problem or two could arise on the job and thereafter resolved will be discussed. At this juncture, however, the "stewards' council" which was just mentioned should be briefly touched upon.¹⁵

For many years, gangs might work on a "preferred" basis for a given employer and at a given dock. The stewards of such gangs had the constitutional responsibility of electing a dock steward for the facility in question. The constitution also stipulated that the gang and dock stewards were to meet twice a month "to discuss their problems." When so convened, the stewards constituted the "stewards' council". The council could also hold special meetings when that was deemed necessary. Indeed, it might call all of the gang and walking bosses to such a meeting. While joint action by the stewards might thus be initiated, motions and resolutions which involved union policy required membership approval prior to implementation.

Needless to say, the men elected steward were very highly regarded by their fellow workers. They were good longshoremen and good union men. The steward's button was accordingly worn with great pride, both on the job and around town. The dress pin which the council occasionally awarded for "merit" was of course a very coveted possession. It followed, too, that the stewards took their responsibilities very seriously. They were, indeed, "the union on the job." They provided an on-going and extremely competent representation. Since they invariably enjoyed a substantial

and informed support from their fellow longshoremen, they could also routinely provide a full and adequate representation. As it happened, the representations thus made -- and, indeed, those which might therefore be anticipated -- frequently influenced the operational decisions and managerial behavior of the employer. In other words, and simply by their presence and implicit representation, the stewards routinely exercised a substantial measure of control over the operations. They were possessed of such power partly because they were constitutional, serious, organized, and supported. However, the fashioning and maintenance of these circumstances and, by the same token, the exercise of such power, was ultimately rooted in the technological nature of the work performed and the social organization of the industry.¹⁶

ON-THE-JOB DISPUTES

With these things having been set out, the various circumstances in which a dispute could arise on the job can be delineated. As might be supposed, this may best commence where such disputes routinely began, namely, with the employer somehow exercising his most basic prerogative the right to direct the work of his employees. By proceeding in this manner, the nature and functioning of the industry's chain of command, together with the contractual obligations and rights of the longshoreman, may be conveniently and economically depicted.¹⁷

Contract Disputes

While the contract accorded the employer the right to direct the work of those employed, it also obliged him to do so in accordance with all of

its terms and provisions. Thus, in what may be cited as standard contract language: "The longshoreman shall work as ordered by the employer in accordance with the provisions of this agreement."¹⁸ Given this provision, a man had a right to refuse an order which to his mind was in violation of the contract. Indeed, at least from the point of view of the union he had an obligation to do so. If the employer (i.e., the employer representative), having heard such objections as might be offered, let the order stand, the man then had the right to stop work.

Unless a dispute of this sort was thereafter resolved in some other manner, an arbitrator might then be called upon to decide the issue. However, and for reasons which will presently become evident, the employers only very rarely chose that course of action. It was also rather rare for an employer to simply fire a man for "failure to perform the work as required in conformance with the provisions of this agreement."¹⁹ When that happened, however, the man in question might at a minimum exercise his contractual right to file an "unjust firing" complaint with the port's Labor Relations Committee. By contract, "the LRC" was "to decide all grievances relating to discharges." In the event that the LRC could not agree, either party might then refer the issue to an arbitrator. Now, given these respective rights and the nature of the grievance machinery -- and assuming, at least for the sake of argument, that the employer routinely imagined that a contested order was contractually legitimate -- a very important question emerges. Why did the employer only occasionally stand ready to defend his rights in these ways through the grievance machinery?

The answer was rooted in a fundamental circumstance: the maintenance of a reasonably good and friendly relationship with the men was almost

invariably more important to the employer than being right on some particular contract point. This was true both "in the short run" over the duration of a given job and over what for many years was destined to be "the long run."

The reasons for this were several. To begin with, a man who could be legitimately fired could still show up on the employer's payroll the very next day. Indeed, he and some friends might "shoot for" such a job so as to take "a pound of flesh." Then, too, a man who was fired had to be replaced by a man dispatched from the hiring hall. As a rule, the men involved would at least be acquainted. Indeed, they might be fairly good friends. In any event, and granted the circumstances, the replacement might not be too enthusiastic about following orders, either. Another consideration might also give the employer pause. As a rule, an on-the-job dispute was very visible to a fairly large "audience." A certain amount of "audience participation" could also be routinely anticipated. This being the case, a firing could result in a serious escalation of the employer's problems. At a minimum, however, much of the audience might tend to lose "interest" in the job. At the same time, of course, a firing might simply contribute to a "fund" of ill-feeling which might in the future be expressed by the men in one way or another.

To put the matter briefly, the employer's exercise of his right to direct the work of the men -- and his willingness to defend that right through the grievance machinery -- was severely constrained by the socio-technical nature of the industry. To put this still more briefly: profitability did not always lie in the direction of being contractually right and contractually vindicated. It followed, too, of course, that disputes of this sort were very frequently "worked out" with some modification of

the employer's order. In any event, if there was any prospect of working the matter out, the employer stood quite generally ready to talk about it simply because his alternatives were not particularly attractive.

Before proceeding it should also be added that this type of dispute was also rather rare simply because the employers very largely avoided anything that was questionable. They understood that many of the men and most of the stewards had a very detailed knowledge of the contract and the work practices of the port. They also understood that a rather lively sense about "how working people ought to be treated" was even more widely shared. In brief, they understood the risks and for the most part made a studied effort to avoid them.

Operational Disputes

A second type of dispute was much more common. Basically, these disputes arose, not over what the contract said or meant, but over what constituted "good" longshoring. For example, a man might question the use which was being made of the available areas of stow and/or the sequencing of cargoes destined for the same port-of-call. Because of the nature of the work, most longshore operations were very productive of such questions. Indeed, questions of this sort were endemic simply because the men routinely had to use -- and were of course expected to use -- a lot of initiative and a wide range of innovative skills. On the other hand, and in a way which elegantly distinguished this type of dispute from a contract dispute, the contract read: "If a dispute arises concerning the manner in which work shall be carried on it shall continue in accordance with the orders of the employer" (emphasis added).²⁰

For the most part, there was no "ideological orientation" towards

disputes of this sort. Neither the men, nor the employer viewed them as concrete eruptions of "the class struggle." They were seldom viewed as having been precipitated by "the profit motive" or "an employer conspiracy"; nor, on the other hand, by "a radical militancy" or "Moscow". On the contrary, this type of dispute was generally viewed by the parties (of which there were often more than two) as essentially rooted in the "stupidity" of the opponent(s). As a rule, this became very evident as the discussion developed. By the same token, opponents were not inclined towards modesty when speaking of their own longshoring abilities and knowledge "of the game". Thus, and within some marvelously complex and mutually perceived limits, this sort of dispute was "fun".

Given these circumstances, a dispute over "the manner in which the work shall be carried on" only very rarely led to a work-stoppage. Such disputes did not "go to the contract". They were not a product of long simmering. They simply flared up. As a rule, they had burned themselves out after several rounds of fairly strong language. They were also forgotten shortly thereafter. As to whether or not the employer responded to such objections as had been raised, that depended upon how serious he was and how serious he thought the men were. It was again very important to him that the men were at least halfway satisfied as to how the operation was to proceed. On the other hand, a particularly jocular and respected superintendent, for example, might finally intervene with spectacular success: "Look, God damn it, you can bellyache and grumble all you want, but for Christ's sake will you please, just this once, do it my way?" At such a juncture, any opponent might indeed be disarmed and thereafter be at least reasonably good natured and compliant.

Safety Disputes

Disputes over issues of safety and health were also fairly common. Such disputes were taken very seriously by the men. Even the slightest jocularly on the part of an employer representative would call forth a most severe response. This was particularly true when, as was frequently the case, the employer's profit motive was there for all to see. On the other hand, and again because of such a motive, the employer might also view such a dispute as "serious." He might conclude, in effect, that at most his order simply entailed a "reasonable" risk. Granted these circumstances, a dispute over safety and health frequently led to a work-stoppage.

Since the contract stipulated that "The employers shall provide safe gear and safe working conditions," such work-stoppages were contractually legitimate.²¹ By the same token, a full reading of the provision quoted a moment ago was as follows: "If a dispute arises concerning the manner in which work shall be carried on it shall continue in accordance with the orders of the employer, except in those cases where longshoremen in good faith believe that to do so is to immediately endanger the health and safety of the men." The port Labor Relations Committee had also agreed to the following language: "For the purposes of safeguarding the safety and health of employees the provisions of the Pacific Coast Safety code shall apply."²² In the event of a work-stoppage, then, the arbitrator was immediately summoned. On the other hand, and because of his dependency upon the men, an employer could not routinely imagine that his problems would be solved if he could only get a favorable ruling from an arbitrator. By the same token, he could not simply and solely rely on the contract clause which said that the decisions of an arbitrator "shall be immediately complied with."²³

Given these circumstances, an objection relating to safety and health

frequently prompted the employer to change his order. However, there were also times when the men would agree to "work around" a problematic situation. For example, it often happened toward sailing time that cargoes which had not been anticipated were received on the dock for loading. Sometimes, a proper and "sensible" hoist of that cargo would have required a re-rigging of the ship's gear. On the other hand, if there were only a couple of hoists to be made and if the relationship between the men and supervision had at least been somewhat amiable, the men would usually forego the re-rigging. Having been informed of the nature of the hoist, the hold men would agree: "O.K. We'll just stand clear."

Another circumstance: If the employer and/or the ship admitted there was a problem, the men might proceed as best they could and with extra caution. For example, upon the initial rigging of the gear it was once discovered that the offshore topping lift winch was "creeping", except when physically locked against such movement.²⁴ A young British mate of serious and exacting demeanor was approached on deck. "That offshore topping winch creeps." The response was serious, but disarming: "Everything aboard this vessel creeps." The response of the longshoreman was almost predictable: "Well, I'll be damned. Mr. Mate, that's one fine answer! O.K. We'll keep an eye on it and do the best we can."

In this connection, it should also and finally be noted that the men and their union had a kind of "preventative medicine" program so as to avoid the need for work-stoppages on certain safety problems. If a defective piece of gear was discovered, it would be marked with chalk: "DO NOT USE." Occasionally, a piece of defective gear would simply be "lost" overboard. In any event, the classic example of this approach to safety deserves recounting. When the stevedore gear which is used to work

a ship was not in use, it was generally hung from a "gear rack." These angle-iron frames were generally about six feet high and might be up to thirty feet long. They could accomodate a lot of gear. Twenty-four hours prior to the arrival of a vessel, a stevedore company once found one of its racks marked with chalk: "DO NOT USE. THIS DISPLAY OF ANTIQUATED GEAR IS PROVIDED BY THE CALIFORNIA HISTORICAL ASSOCIATION AND THE SAN FRANCISCO MARITIME MUSEUM." The rack was accordingly "gone through" by the employer prior to the commencement of operations.

Disputes on Competence

As was noted a few moments ago, an employer could discharge a man for "failure to perform the work as required in conformance with the provisions of the agreement." A man might also be discharged for "incompetence."²⁵ On the other hand, and for reasons related to those which constrained the employer in the use of the first of these prerogatives, such firings were again rather rare. Since, however, a couple of other considerations might also enter here, they, too, should at least be briefly touched upon.

Because of the pride which the men routinely took in their work, a firing for "incompetence" might be viewed, not simply as an injury, but as an insult. Indeed it sometimes seemed that a man's "sense of insult" was directly related to the likelihood of the employer being justified, but, even with this, any such firing involved some risk. Another and related factor: A charge of incompetence against a man who was known to be a pretty good longshoreman was very risky simply because it would not "wash" with the other men on the job. They could only be expected to look for other explanations for the firing; and, whatever was settled upon, they often

went on to conclude: "Screw this. We ought to give these people a good going over." At that juncture, the dispute might of course develop in any number of ways. However, and in the absence of the "victim" being reinstated, none of its inherent possibilities could be of much advantage to the employer.

One further note on "incompetence." Most such firings arose out of an accident which somehow damaged some gear, equipment, and/or cargo. In many cases, the men had a ready explanation: "They're looking for a fall guy. They want to find somebody to blame so they can tell their insurance company." Since the men know that "anybody can have a God damned accident," a dispute might then arise. On the other hand, and for a number of reasons which will presently be set out, a lot of different things could happen in such a situation.

Insubordination

Circumstances not unlike those already mentioned also restrained the employer against firing a man for "insubordination," but there might again be a number of additional factors.²⁶

Since the work scene was routinely distinguished by periodic discussions and debates as to how to proceed, and since all parties were accustomed to expressing themselves rather forcefully on operational questions, fairly heated verbal conflicts were bound to erupt, at least occasionally. It was not axiomatic that a man was "to just hop to and follow orders." This circumstance obtained partly because a refusal to follow an order frequently saved the employer some money. Their representatives were therefore expected to listen closely to the men. This could require "a pretty thick skin" on occasion, but it was underwritten by an understanding that few, if any

operational problems could be solved by a firing for insubordination. Thus, for example, upon hearing a supervisor use the word, a man might respond: "Insubordinate! Christ, man, we're supposed to talk things over. We're not workin' in a flower shop!" There were important limits, however, to verbal abuse. Indeed, the official history of the local could for that reason outline a basic decorum that a steward was to maintain: "He does not lose his temper in disputes. . . and holds down on personalities and name-calling. He argues the case according to the facts."²⁷

Given this framework of circumstances, a firing for insubordination was only rarely in the interest of the employer. It was always risky. It approached a virtual impossibility with respect to men who were known to be good longshoremen and good union men. For the most part, then, such a firing only occurred when a man had flatly refused to comply with an employer's order which was clearly legitimate in terms of the contract and practice and at least halfway sensible and reasonable. Prior to being fired, a man would also be reminded of something which he of course knew, namely, that he could simply phone the hiring hall for a replacement. Any longshoreman could at any time replace himself, although he was by contract obliged to remain on the job until his replacement had arrived.

THE RESOLUTION OF CONFLICT

The Grounds for Peace

Brief discussions of all operational questions was utterly routine in the San Francisco longshore industry of "the good old days." As a result, debate was anything but rare. It followed, too, that on-the-job

disputes of varying magnitudes and intensities were very common. These features of the industry's labor-management relations were the product of two fundamental sets of circumstances: the nature and structure of the work performed and the overall social organization which had come to distinguish the industry.

While these circumstances were very productive of disputes and conflict, firings were fairly rare. So, too, were work-stoppages. Indeed, an immediate, on-the-job settlement of such disputes as did arise was yet another distinguishing feature of the industry's labor-management relations. In a word, conflict was routine, but so, too was its immediate resolution.

Some of the reasons for this have just been suggested. Thus, the various circumstances which routinely restrained the employer in the exercise of his basic prerogatives also routinely underwrote his search for a resolution of conflict. He frequently modified an order and thereby resolved a conflict so as to avoid certain risks. Then, too, orders were frequently modified to the satisfaction of the men because someone had come up with a better proposal during an ensuing discussion, debate, or dispute.

Needless to say, disputes were also very often resolved simply because the men came to see a passable merit in what the employer had proposed. In other words, and while the employer routinely listened to the men, the men, too, were good listeners. The reasons for this were several. Granted the way that "station" was quite generally accorded within the industry, there was a lot of reason to think that supervision might know what it was doing. After all, everyone could always learn. By the same token, the obligation "to give a man the respect of hearing him out" was very widely acknowledged. At the same time, the men of course had a still more basic reason for

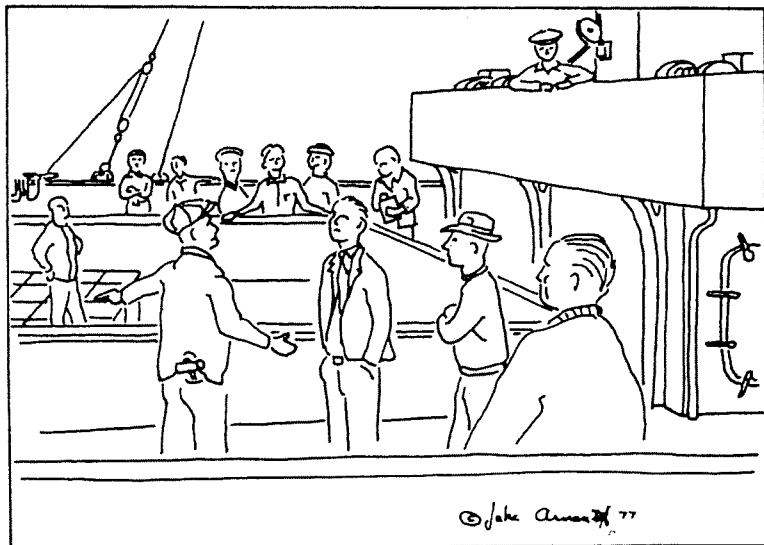
listening: a dispute could lead to their being put off the payroll. To many men, the situation in this connection was often fairly simple: "Lot's of times, we've got to put up with the employer in one way or another just because he's the son-of-a-bitch with the dollars."

Within this framework of diverse economic interest and motive, the very socio-technological circumstances which were so productive of conflict thus helped to underwrite a fairly expeditious resolution of almost all such conflict. Disputes as to the manner in which an operation should proceed were frequently resolved very quickly, usually with the help of one or more stewards. Those which were not so resolved were almost invariably resolved with the appearance of one of the union's business agents. The same was true of almost all disputes which involved a contract or a safety/health issue.

As might be supposed, the men who were elected to the office of Business Agent each year were usually very good longshoremen.²⁸ They were, almost by definition, very good union men. They had known the company superintendents for years, both on-the-job and in a variety of union capacities. So, too, the walking bosses and the gang bosses. Most of the men who might be involved in any given dispute would also be long-standing acquaintances. As a rule, the business agent, if only by reason of his station, was accorded a very substantial respect by all of the parties to a dispute. He knew the contract and the game. Over a period of years, he had won the confidence of the men. With this as his starting point, "the B.A." routinely played a central role in resolving the more explosive disputes. Indeed, a dispute which could not be resolved in the presence of a business agent had usually been precipitated, either by the employer or by the union, for reasons

quite unrelated to the particular operation in question or at best very tangential to it.²⁹

While a business agent's success in resolving a dispute was routinely underwritten by the factors just mentioned, it was ultimately rooted in his ability to evoke and focus that extraordinarily complex desire of the men "to remain good union men, to respect the contract, to get the work done, and to thereby maintain the mutual respect which had been fashioned over long experience" (page 11 above). This was of course accomplished through discussion with the men. Depending upon the nature of the dispute, such discussion might be initially confined to the men directly involved. That could be a single man or a man and his partner. It could also be either the dock or hold men of a gang or an entire gang. It could be those who were working a particular cargo and so on. In any event, and having arrived at an understanding as "to how we'll handle this beef," such other men as were involved in the operation, but not directly in the dispute, would then be advised to what was happening. Those men, as well as those of a still larger audience, frequently responded with relevant information, comment, and advice. In a word, the decision as to how to proceed in a dispute was almost always collective in nature. Indeed, when a dispute involving all of the men who were working against a vessel erupted, it was as though the business agent, who remained the first amongst equals, had convened a village for the purpose of discussing an important matter of common interest. Broadly speaking, this procedure ensured the union that its position on the dispute was as good as could be fashioned. It protected the men and the union from "bum beefs." It was also very valuable to the union because it gave the employer some understanding as to what might occur in the event the dispute was not resolved.



ON-THE-JOB DISPUTE

(1. to r. steward, superintendent, walking boss, gang boss)



WAITING FOR THE ARBITRATOR

(1. to r. business agent, steward, superintendent, terminal manager)

The discussion which the business agent thereafter had with the employer was always held in the immediate vicinity of the dispute, either aboard ship or on the dock. That discussion was open to all. The steward(s) always attended, as did most men directly involved. Such proposals as the employer offered toward resolution were discussed in a union caucus prior to acceptance or rejection. In the event a negotiated settlement was not realized, either party might agree to operationally proceed as proposed by the other party, but with the understanding that the issue would be referred "without prejudice" to the Port LRC for final resolution. When neither party chose to move in this manner, the arbitrator would be called upon to deal with what had formally become a work-stoppage.

Now, to backtrack for just a moment. . .

Having been informed of a "problem" or "issue" or of a debate, dispute, or pending dispute, a business agent was sometimes obliged to tell whoever was raising the question that it was "a bum beef." Almost invariably, that ended the matter, if only, once again, by reason of the station enjoyed by the business agent. In the event his warning against such a beef went unheeded, formal union representation might be in some measure withdrawn. In one way or another, the business agent might say: "I've done my job. It's a bum beef and that's what I've told you. You'll just be on your own." He might also escalate his effort to deter the man or men in question by generating a certain on-the-job social pressure against the course of action they had set upon. Depending upon the nature of the issue raised, the circumstances thus fashioned might again approximate those of a village meeting. On the other hand, a business agent would only very rarely seek to convince a man or group

of men that they were mistaken on a safety or health issue or that a given operational circumstance was not making the work "too damn hard." On the contrary, and certainly when the worker(s) was adamant, the business agent could at a minimum be expected to say: "O.K. I don't think we're going to win this, but you don't work for me, I work for you, so let's go." Within these parameters, then, one could be fully confident in a business agent only if over a period of time he had shown an ability and willingness to "defuse" a bum beef, excepting of course when it was occasioned by a union policy or program. Indeed, the business agent who failed to thus protect the interests of the men might be remembered as "not above playing politics with somebody's living."

To continue backtracking for just another moment. . .

As was observed in the history of the local, most on-the-job disputes were resolved through the efforts of one or more stewards. The manner in which the stewards proceeded was of course much like that just depicted. Granted these circumstances and the fact that disputes were common, a steward received the kind of on-the-job training and public exposure which could lead to a serious candidacy for office of business agent. By the same token, most business agents had been trained and schooled "under the steady gaze of the rank-and-file" by such responsibilities. While a very considerable depth of on-the-job leadership was thus provided by the stewards, they almost always played a particularly important role in handling disputes which promised to lead to a firing or had led to one. The discussion may resume, then, by focusing upon the sorts of circumstances which could lead to a firing and would generally distinguish its aftermath.³⁰

The Response to a Firing

With respect to any firing, the watchword was of course: "An injury to one is an injury to all." Since, however, a firing per se was not considered prima facie evidence of an "injury," the steward(s) routinely assumed the task of making an initial determination as to the legitimacy of each firing. Those determinations were always in some manner unique simply because they were necessarily based upon the concrete operational circumstances which obtained at the time of the firing and usually on an assessment of the actors involved. Given these circumstances, this discussion can only delineate the parameters of the steward's task.

To begin with, then, the men, the stewards, and the union officers were possessed of an extremely complex "sense" of the contractual obligation to comply with a contractually legitimate order of an employer. That sense of obligation was also very deeply ingrained. Presumably, these imponderables were partly the product of widely-shared cultural attitudes towards "work," "employment," "fairness" and "right." However, they were also and unquestionably rooted in a concrete operational circumstance: a failure on the part of any man to comply with a legitimate order placed an additional burden on those who proceeded to comply with it simply because the work had to proceed as a collective and cooperative enterprise. Thus, to cite a variation of this circumstance which appeared, in the earlier paper: ". . . the man who 'lay back' avoiding whatever work he could was simply seen as 'putting the hurt' on other other men."³¹ Broadly speaking, then, a willingness to comply with such an order was viewed as a basic union obligation of each and every man. By the same token, a man who refused to comply with what

other thought to be a legitimate order or who was "just plain lazy" was frequently left to the tender mercies of the employer.

Because the work had to be performed in a collective and cooperative manner, there were other sets of circumstances in which the men could view a firing as in no sense an injury. Thus, to begin once again. . .

As a rule, the men on any given operation could and would "cover" for a man who told them that he had to leave the job for an hour or two so as to pay a traffic ticket, to keep a medical appointment, to take his wife somewhere, or whatever. To provide such cover was simply the brotherly thing to do. The employers were of course aware of this practice, but they were also very much alive to the sentiments which underwrote it. As a result, any question as to why a given man was not on the job was invariably resolved by the following sort of exchange:

Gang Boss - "Where's that guy that was wearing the red watch cap?"

Hold Man - "He had to take his kid to the dentist. He'll be back in a bit."

On the other hand, a man was routinely fired for "leaving the job" if the response to such inquiry was something like: "I'll be God damned if I know. He didn't say shit to us." While the same fate might also befall the man who could be legitimately fired for having taken an "extended" relief period or lunch hour, that was almost invariably so if one man or another remarked: "Screw him. He's always late." In a word, the men simply did not appreciate being exploited by a "fellow worker."

As might be supposed, an employer could legitimately fire a man

who was "intoxicated."³² Prior to that, however, the men who were working with someone who had had "one too many" generally sought to do something about the situation. If the man in question was a hold man, he would frequently be told to "just get up in the wings and take a nap." That removed him from any danger and, of course, from the gaze of the employer. If, however, the man was driving the winches, the hold men might ask the gang boss to "just let him tend hatch (i.e., work as the signal man) and let his partner drive." Sometimes, however, the hold men would tell the gaffer: "Well, we ain't going to work under somebody who's been drinking, so you better tell him to replace himself." At that juncture, the man would generally phone the hiring hall for a replacement because he knew the hold men were right or simply to avoid being fired. If, however, he refused to replace himself, the gaffer would do so because the men were right or simply to avoid a work-stoppage. If the man then complained at some length and with some vehemence, he generally ended up getting fired and cited to appear before the labor relations committee.

As was briefly noted a moment ago, most firings for "incompetence" followed an accident of one sort or another. Since, as was also noted, anyone could have an accident, such firings could be viewed by the men as an abuse of the employer's prerogative. On the other hand, such firings could also be viewed as more than justified. This was true, for example, when the accident in question had been preceded by a number of near-accidents. Thus, a winch driver who had experienced a lot of trouble "jack-assing" loads of long steel into or out of a hold might be fired upon completely losing control of the load. The relief which the hold men might then feel could be considerable. On the other hand, hold men who found themselves in this sort of situation were not

inclined to wait for an accident for relief. In a variety of ways, and usually with some initial effort to avoid insult, they would inform the winch driver and the gang boss of their growing dissatisfaction. Some advice as to how the difficulties in question could be minimized would generally be offered. The prospect of the man simply tending hatch would be raised. The question of his replacing himself would be raised. Some effort would also be made to provide the man with "a face-saving device." If, however, the hold men did not in these and other ways "get the man off the winches," another display or two of his ineptness usually prompted them to stop work.

At that juncture, the winch driver generally replaced himself, if only because he would otherwise be fired by the gang boss. However, since a firing for incompetence only very rarely entailed a citation to the LRC if it had not been occasioned by an accident, a man sometimes refused to replace himself even in these circumstances. He might instead offer a strenuous defense of his performance and his abilities in general and a vigorous statement as to his record as a union man. That could be painful, but it was seldom effective. However, the gang boss would not as a rule use the word "incompetent" when reporting the firing in his gang time sheet. Instead, a typical entry would read: "Fired and replaced. Man had too much trouble jack-assing 50' steel into hatch (35')."

Now, with these things having been set out, it should finally be noted that when a winch or crane driver was having the sort of difficulty just discussed, supervision did not have to wait for either an accident or a work-stoppage to gain "relief." On the contrary, there almost always came a time prior to that when the gang boss knew that he could fire the man

and have the support of the hold men. So, too, might the walking boss or superintendent sense the support which they would have were they to "step in" and order the gang boss to replace him. Indeed, the juncture at which these options became available to supervision was quickly reached, as a rule. Upon becoming available, they were also routinely exercised.

Naturally, the complexities which were posed by the various and sundry circumstances that attended a firing for "insubordination" would in all respects rival those already touched upon. Thus, to begin once again with something already noted, there was a complex line against verbal abuse which a man could not safely cross. For example, gang men could be expected to in some measure protect their gang boss against the verbal abuse of a hold man, e.g., "O.K., brother, maybe you've got a point, but just take it easy." When a verbal altercation erupted between a man and a walking boss or a superintendent, the men might also feel obliged to in some manner register their disapproval of the man's choice of language, e.g., "He's way out of line. Nobody's going to put up with that and nobody should."

The place where such a line might be drawn was not, however, simply a function of the language being used. It was also a function of the operational circumstances, the nature of the dispute, the reputations of those involved, and the relationships which they had previously had with one another. For extremely complex reasons, different men and sets of men were thus afforded quite different latitudes. In particular, the man with a really good sense of humor and a lively way of going about his business was generally accorded a quite extraordinary latitude while delivering a verbal assault. Thus, for example, a man who had been fired for insubordination and "foul and abusive language"

was once put back on the pay roll in the following way:

- Steward - "Brother _____ is just too funny to fire. You can't fire a guy like that."
- Walking Boss - "O.K., O.K., God damn it! But you tell 'brother' _____ to go screw himself and stay the hell out of my sight the rest of the day."

By the same token, more latitude was afforded some gang bosses than to others. As a rule, gang bosses per se were also accorded more latitude with respect to their language and demeanor than were walking bosses, while the walkers enjoyed a similar differential as compared to the superintendents. In any event, however, all supervisory personnel knew that the men were quite generally possessed of a very lively sense of dignity, honor, and solidarity. They accordingly understood that they could in no manner be unrestrained in either their language or their demeanor. In a word, they knew that any failure "to speak to people as people have a right to be spoken to" might prompt the men to simply walk off the job.

The Wheels of Justice

It was within the framework of complexities such as these, then, that a steward routinely undertook at least a brief investigation of each firing. His procedure was to consult with those who knew what had transpired and had some idea as to the "why" of it. Those people might again be a couple of men, a handful of dock men, an entire gang and so on. When that group was convened, it was as though the steward had convened a kind of "people's court."³³ The proceeding was profoundly democratic. It was totally devoid of any legal trappings. The truth of

what had happened was sought in the most direct of fashions. The findings were immediate. So, too, as a rule, was the "sentence."

Collectively, the court which was convened by the steward knew what had happened. All of the witnesses were there. Perjury was not really possible. If someone "stretched" a point, a member of the court might laugh. Indeed, somebody might snort. The response to an "opinion" might be similarly devastating: "That's a good one. You can't expect anybody to believe that" or "Now I've heard everything! You can't even keep a straight face!" The court itself had been "on the scene." It was still on the scene. It knew the operational circumstances which had obtained from the time the job began to the time of the firing. It knew what problems and difficulties had been encountered. It knew what had been done about them and who had "done the doing." It knew what was usually done in similar operations. It knew how similar difficulties and problems were generally approached. The court could in no way be "fooled" on any of these matters. There were no rules of evidence because none were needed. The evidence was at hand. The "exhibits" were known and seen and understood before the court convened. There was little, if any difficulty in making a "finding of fact." The facts simply had to be drawn out and put in order. It was the job of the steward to do that.

As a rule, some of the members of the court were fairly well acquainted with the man who had been fired. Most of them had at least worked with him, near him, or in sight of him on many occasions. They had a good sense of him as a longshoreman. They knew how he carried himself. They knew how he related to men on-the-job and to supervision. They of course knew of their own relationship to him. They also knew what he had done within and for the union. If he

had spoken at union meetings, his remarks were now recalled and reflected upon. The men had good memories and they always noticed things, all sorts of things. In great measure, their own well-being and safety often depended upon that.

As might be supposed, the behavior of the court routinely reflected a strong sense of brotherhood and community. As a rule, it also evidenced a very considerable compassion for the man who was known to have "a certain failing," e.g., the alcoholic, the "character," the man who never really did "catch on." Such men were nearly always "carried" or "covered" by their fellow workers. That was a cost to be borne by the industry. Both the men and the employer would foot the bill.³⁴ On the other hand, the court would also reflect the degree of ostracism to which the defendant might have already been subjected. Strong exception to the character and bearing of some men was perhaps the inevitable by-product of a generally pervasive sense of brotherhood and community. The men were alive to various forms of selfishness: "He's never lifted a finger for the union. As far as he's concerned, it's nothing but a milk cow." They were alive to kowtowing: "He's a kiss ass." They despised anything that smacked of finkism: "He talks bad about the men, but never the employer." They had a quite unbridled contempt for class ambition: "That son-of-a-bitch won't stay on the front. He wants uptown." Men who were known to be "lazy" and who went about the work in a slovenly manner were beneath contempt: "He's just no damn good. No good to himself. No good to the union. No good to the employer." In a word, the men could be "intolerant" because they believed that life on the waterfront and in the union could make for character. Indeed, since the union made it unnecessary to be anything

but principled, there was very little excuse for being less than that. While they also knew the importance of remembering that "good union men are made, not born," it followed that they had little use for the man who had gone unredeemed. They were not "liberal." Life was both too hard and too fragile for that. Since they were responsible and thought it the duty of any union man to be just that, they could always ask for an accounting. They were ready to be judged and ready to judge; and, somehow, they imagined that both of those things were important. They were possessed of a strong moral sense. They were, indeed, intolerantly principled simply because their working and union life had been for them a profoundly moral experience. But, with all of this and that, there was a frequent tempering of the "code" . . . if not with a sense of wisdom, then at least with a sense of despair.

Within this framework of sentiment, then, the men were prepared to find a fellow worker wrong. No one was interested in a "bum beef," excepting when there was a union policy or strategy involved. The men were consistent vis-a-vis supervision and their own ranks: their conduct was most fundamentally informed by a desire "to remain good union men, to respect the contract, to get the work done, and to thereby maintain the mutual respect which had been fashioned over long experience." On this basis they routinely disciplined themselves and were routinely prepared to discipline a fellow longshoreman. Since this self-discipline and the code of conduct upon which it was based was the bedrock of their on-the-job unity and solidarity, it lay at the very heart of an effective exercise of their on-the-job power. That power was always there. It could be rapidly focused and effectively made manifest by a steward or business agent, but the quintessence of this capacity for a self-restrained

and disciplined exercise of power emerged with the convening of a "village" or a "people's court."

The members of the steward's court were also reasonably well acquainted with the character, demeanor, and longshoring abilities of the supervisor who had ordered the firing. This was especially true if that had been a gang boss or a walking boss, but the men who had "watched the game" for many years were routinely very familiar with the mannerisms, deportment, style, foibles, talents, and career of the superintendents. There was always a lot of interest in what was going on inside the stevedore companies. Who was going up and who was going down. Who was about to leave and where a man had come from. This was not simply a matter of idle curiosity or gossip. The nature and structure of the work was such that it was best to know something about those you were dealing with. Some superintendents had a way of getting "nervous" in the face of operational difficulties. It was important to know that. It was also important to know who was "really ambitious." That circumstance had a way of effecting all manner of things. It was important to know if a man routinely said what he meant and meant what he said. Most superintendents kept their word. Others were known to have occasionally done otherwise. Many were known for an appreciation of good longshoring and insisting on it. Others had a way of "hovering around" when things were "going along" and disappearing when a real problem developed. Some were assertive and direct only when things were reasonably routine. Some were flexible and accomodating. Others kept "the book" close at hand. Some had a sense of humor. Many liked "the game" and not a few took a good measure of enjoyment from life. Others were dour, if only rarely glowering.

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

It followed, too, however, that the employer also had the duty to submit "his side of the story" and to thereby seek to justify his actions. Indeed, since a failure to respond to the court's quo warranto writ was invariably viewed as intolerably arrogant, such disrespect or contempt for the court inevitably led to a work-stoppage and frequently to a very rapid broadening of the dispute. In a real and vitally important sense, the employer thus had the duty to "collaborate," as well. He was obliged to make his accusations in public because the man he had fired had the right to be faced by his accuser in the presence of his peers. As might be supposed, this circumstance in large measure explains why firings were fairly rare and for the most part considered. Perjury was again not really possible. The court would necessarily be possessed of considerable information. Then, too, supervision had a continuing and substantial interest in avoiding being thought of as "unfair."

The task of those who met together following a firing could thus be posed in the following manner by a man who had longshored for thirty-five years: "Life on the front really isn't different than anywhere else. It's just that we have more of it to deal with."

How, then, was a firing routinely and finally dealt with?

If the steward had himself witnessed the development of the dispute and the firing, he did not of course thereafter "consult with those who knew what had transpired and had some idea as to the 'why' of it." That simply was not necessary. The men and the steward had consulted with one another as things had developed. If, as was sometimes the case, the "sense" of the men and the steward was that the man in question was wrong, that was in some manner conveyed to him. The steward might say: "You're just plain wrong." If, in circumstances of this order, a man was then fired, the steward would in effect say: "There's nothing I can do for you. You can file a complaint with the B.A., if you want to. That's your right, but, like we've been trying to tell you all along, you just can't win on this." If, however, the sense of the men and steward was that supervision was wrong, that, too, would be conveyed to the appropriate party. Depending upon the issue and the circumstances, the men might also make it clear that a work-stoppage could develop in the event that supervision did not in some manner relent. Frequently, that meant that the men would simply walk off the job. That was particularly true if the man who had been fired had also been insulted in one way or another. If, however, insult had not been added to injury, the men might stop work, but remain on the job in the hope that a business agent could resolve things.

If the steward had not been a witness, he began with the man who

had been fired. What was his version? Excepting when a gang boss had done the firing, this would be asked out of earshot of supervision. If a gaffer had fired the man, he might be in court, so to speak, but he was to stay in the background and not interrupt. The steward would then ask the other men. If there were no comments or only non-committal observations, the "drift" became apparent. The steward might say: "Look, from what you've said, I don't see the beef." A witness might then volunteer something like: "It's about like he said, but I didn't think he was right then and I don't think he's right now. I said so then and I'm saying so now. It's as simple as that." If the men then began to wander away or began to busy themselves with the gear and if the steward had himself concluded that there was "nothing to hang the union's hat on," he would inform the man of his right to file a complaint against the employer through the business agent. Depending upon the circumstances and the number of men involved, this might only take a few minutes.

Assuming, however, that the men and the steward found reason to think the firing to be in some measure "uncalled for" or "unjust," either contractually or more generally, the steward would so inform the party who had ordered it. This might be done with humor, anger, or with just plain seriousness. That person, together with such superiors of his as were also there, were then asked for their version. Now it was the men's turn to not interrupt. This version, too, might be delivered with humor, anger, or a contractually reasoned seriousness. Once supervision was finished, the men routinely caucused amongst themselves. Following that, a general discussion in which supervision was expected to participate would ensue.

Assuming, once again, that this open dialogue did not at some point

prompt the men to simply walk-off the job, nor the employer to capitulate, a business agent would be contacted. While awaiting his arrival, the steward generally began "to line up" the other stewards on the job by asking them to "take a real hard look" at their own operations. By the time a business agent had arrived, the means whereby the dispute might be very rapidly escalated had thus been fashioned. As a rule, however, such stoppages were confined to those who had been working with the man or men who had been fired.

Upon the arrival of a business agent, the union "caucused" so as to inform him of what had transpired and where matters stood. The discussion then focused on how the union might best proceed. With that determined, the business agent was ready to talk with the employer.

At that juncture, as at all of the various and sundry junctures in such a dispute, the outcomes were infinitely varied. However, when the court and the business agent found a firing to be unjust or unfair, one of two outcomes was typical: either the man was reinstated, with the employer agreeing to proceed in a manner somehow different from that which had initially been ordered, or the dispute was destined to thereafter enter the labor-management relations record as a work-stoppage which had been ruled upon by an arbitrator. It was, by the same token, very rare for a business agent to "overrule" the court by referring what it had found to be an unjust firing to the Labor Relations Committee.

CONCLUSION

The efficiency with which an operation of "the good old days" was carried on was fundamentally dependent upon a radical decentralization of

initiative. That circumstance was rooted in the state of the technology and the nature and structure of the work. The employer was directly and inescapably dependent upon the cooperation, innovative inputs, and good will of the men. As a result, he was possessed of a very substantial and continuing interest in maintaining a reasonably just and equitable on-the-job relationship with them. When a dispute did occur, he also had great interest in its immediate, on-the-job resolution. An unresolved dispute might always escalate in any number of ways. Indeed, any dispute which went unresolved could only be expected to in some manner lead to greater operational instability.

As the second part of this discussion will make clear, circumstances of this order simply do not obtain on modern operations. By routinizing the work which must be performed, the technology of these operations has drastically reduced the need for individual initiative and innovation on the part of the men. The range of skills and experience which the men must bring into play has been dramatically narrowed. The need for cooperative innovation has all but disappeared simply because unusual and challenging operational circumstances are extremely rare. The employer's operational interest -- and this, evidently, is the most reliable sort of interest he might have -- in an on-going "rendering of justice" has accordingly been weakened in a most extraordinary and visible manner.

The manner in which the work associated with the modern operations of the port may by contract be assigned and allocated amongst the men has also very much weakened the employer's interest in such matters. There are two components to this circumstance. First, as was noted in the above introduction, the employer "can select men of his own choosing for

the performance of his distinctly modern work," i.e., the skilled work which is associated with such operations. At the same time, he can complete the manning of those operations by employing small groups or "units" of swing men. Unlike the regular gang, these units of "basic," unskilled men exist only so long as the operation to which they are dispatched continues. As might be supposed, the second part of this discussion will also detail these circumstances and the ways in which they, too, have allowed the employer to transform the nature and functioning of his chain of command.

As was also noted in the introduction, a subsequent paper will deal with the "across-the-table," labor-management relations of the San Francisco longshore industry, first in "the good old days" and then in the modern era. Given the juncture at which the present discussion ends, a word or two about these relations should perhaps be offered here, however.

To put the matter briefly, then, disputes which in an earlier day were not resolved on-the-job were routinely subject to an expeditious resolution via the Labor Relations Committee. Separate and apart from the interest which either party might have in a particular issue, the employer again had a direct, substantial, and continuing interest in securing such resolutions. He was always open to across-the-table discussion and negotiation simply because a formal disagreement within the grievance machinery could easily lead to a pervasive operational "instability" and a general "lack of interest" on the part of the men. In a word, the spectre of all sorts of operational difficulties haunted the employer during the meetings of the Labor Relations Committee.

By contrast, the nature, structure, and institutional setting of

the modern operations is such that the employer can proceed in a highly efficient manner while "locked in disagreement" with the union on all sorts of matters and at all of the various levels of the grievance machinery. Thus, as the employer's interest in the nature and "quality" of his on-the-job relationships with the men has declined, so, too, has his interest in "a rendering of justice" through the grievance machinery. It follows, too, of course, that as the industry moved into "the modern era" the meetings of the Labor Relations Committee were for the union increasingly haunted by an ever-broadening spectre of injustice and inequity. Indeed, since the grievance machinery has increasingly functioned only with the sufferance of the employer, the men and their union have long understood that it can in no way be relied upon for "a rendering of justice."

NOTES

Introduction

1. Mills, Herb, "The San Francisco Waterfront: The Social Consequences of Industrial Modernization." Part One of this paper, 'The Good Old Days', appeared in Urban Life (Beverly Hills and London: Sage Publications), Vol 5, No.2, July, 1976, pp. 221-250. The second and concluding part, 'The Modern Longshore Operations,' appeared in the April, 1977 issue of the same journal (Vol. 6, No. 1, pp. 3-32). As was the case in the first part of the earlier paper, the circumstances which will be delineated in this paper are those which had come to obtain by the late 1930's. These "baseline" circumstances were also destined -- as were those depicted in the earlier paper -- to remain essentially unchanged through the mid-1960's.
2. These circumstances and those which are about to be mentioned with respect to the modern operations of the port are discussed in some detail in the earlier paper.
3. This circumstance may come as a surprise to those who are familiar with the political and legal history of the International Longshoremen's and Warehousemen's Union, the parent international of the San Francisco longshoremen. Hopefully, the following pages will account for it.
4. During the past decade and a half, the ILWU has in some quarters been increasingly viewed as "responsible" by reason of its willingness to negotiate the utilization of a new technology. However, the "peace" which distinguished the West Coast docks during the first ten years of technological modernization was shattered in 1971 by the longest maritime strike in the history of the nation. This occurred partly because beneath the "administrative peace" of the contract, the labor-management relations of the port of San Francisco had undergone an extraordinary and quite general "deterioration". Hopefully, once again, this paper will go some distance towards explaining that deterioration.
5. The contract provision which permits the employer to in this way assign the "skilled" work which is associated with his modern operations was discussed in the earlier paper. That paper also explored at some length what can only be touched upon here, namely, the consequences which the exercise of this employer prerogative has had for the union and community of San Francisco longshoremen.
6. The terms and conditions of employment for both the gangs and "the hall men" are detailed in the earlier paper.
7. While the gang boss was a member of the union, he was also the immediate, on-the-job representative of the employer. Thus, for example, the union in its "General Rules" (which were printed with the 1941 Agreement, p.30) could declare the following: "The boss is in charge of the gang and has the right to fire any man who deliberately violates working rules or the agreement."

8. In those rare instances when, for one reason or another, a gang boss had failed for some considerable time to perform to the satisfaction of his constituents, there were ways to informally effect his "recall".
9. During World War II, a substantial number of "minority" workers entered the San Francisco longshore industry. As a result of a struggle which was mounted and led by progressives within the local and the international, many of those men were made union members during the immediate post-war period. These circumstances will be discussed in a subsequent paper. That paper will also discuss the ways in which racism amongst the employers and the men was destined to affect the selection of gang and walking bosses.
10. The vessel in question was initially moored at Pier 50 in San Francisco. It was subsequently shifted to the Grove St. Pier in Oakland. The discharge proceeded as indicated. The sketch was rendered by a superintendent so as to facilitate his working with the walking bosses and the chief clerk. Some translation and explanation will be helpful. "Start #41", "Start #124", etc. means that gang #41 was to start in Hatch 5 on San Francisco general cargo, while gang # 124 was to start in Hatch 3 on such cargo. "Vanc." translates Vancouver, British Columbia. "Bombay coils 400 T" translates as 400 tons of coil steel for Bombay. "Cochin Tinplate 461 T" translates 461 tons of tinplate for Cochin. "SF Rub 270 Bdls" translates as 270 bundles of rubber for San Francisco. In part two of this paper the stowage diagram of several modern vessels will be offered for comparison.
11. "History of the Longshoremen's Union - I.L.W.U. Local 10," October, 1943, p. 13.
12. "Constitution and By-Laws", International Longshoremen's and Warehousemen's Union, Local 1-10, adopted July 14, 1941., Art. XVII.
13. History, pp. 13-14.
14. The distinction which was made between an enforcement of the "working rules and regulations" and a seeking for "better working conditions" should be noted since it will presently call for comment. So, too, will the distinction which is about to be made between the steward's obligation to enforce the contract and to see "that the men are justly treated." See p. 29 and n. 2 in that place of the discussion.
15. Constitution, loc. cit.
16. The formal powers and duties of the stewards and the council are much the same today. However, in the second and concluding part of this paper it will be necessary to discuss and analyze the almost complete collapse of the steward system.
17. As a matter of convenience, this discussion will proceed as though only one man was involved in the dispute in question. However, any dispute might involve any number of men.
18. "Agreement between International Longshoremen's and Warehousemen's Union and Waterfront Employers Association of the Pacific Coast and Working and Dispatch Rules of the Port of San Francisco," Longshore Labor Relations Committee, Oct. 1941, Sec. 11 (b). For this reason, the man who was then the International President of the ILWU, Harry Bridges, and Paul St. Sure, who was then the President of the employers' association (Pacific Maritime Association), could testify as follows before a congressional committee in

1955 ("Hearings before the Special Subcommittee on Port Conditions Los Angeles and Long Beach of the Committee on Merchant Marine and Fisheries," House or Representatives, Eighty-Fourth Congress, First Session).

Bridges (p. 372) : "(The foreman) . . . is working for the stevedoring company, and they give the foreman the orders and it's the foreman's job to carry those orders out, and it's the men's duty to carry out the orders of the foreman, except those orders which conflict with the contract. . . . the foreman is not to give orders in violation of the contract. . . . work shall proceed in accordance with the orders of the employer, also as governed by the contract."

St. Sure (p. 393) : ". . . We regard any work stoppage as serious because, one, it is in violation of the contract unless it involves the things that Mr. Bridges specified, safety, or a picket line, or interpretation of the foreman's order. . . . Work stoppages which are of whatever duration for any other reason . . . go beyond the no work-stoppage clause within the contract."

The present contract reflects this circumstance in the following terms (Sec. 11. 31):- "In the event grievances or disputes arise on the job, all men and gangs shall continue to work as directed by the employer in accordance with the specific provisions of the Agreement." The present day language on the right of the men to refuse to cross a picket line reads as follows (Sec. 11. 51):- "Refusal to cross a legitimate and bone fide picket line as defined by this paragraph shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union acting independently of the ILWU longshore locals, about the premises of an employer with whom it is engaged in a bone fide dispute over wages, hours, or working conditions of employees, a majority of whom it represents as the collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and demonstration picket lines are not legitimate and bone fide picket lines within the meaning of this Agreement."

19. Ibid., Sec. 11 (c).

20. Ibid., Sec. 11 (b).

21. Ibid., Sec. 11 (g).

22. Ibid., "Working Rules", No. 15, p. 25. This code had been prepared by the Pacific Coast Marine Safety Committee in the late 1920's. The committee represented shipowners and waterfront employers and, at least theoretically, the longshoremen of all the major ports on the coast.

23. Ibid., Sec. 11 (b).

24. A topping lift wire goes from a deck-mounted winch to the top of a "king post" and thence to the upper end of a cargo boom. In this way the wire and winch control the angle at which the boom will rest. The

angle of the boom to the horizontal will accordingly be reduced in the event the winch "creeps".

25. Ibid., Sec. 11 (c).

26. loc. cit.

27. op. cit., p. 14

28. The general circumstances which accounted for this fact and those about to be mentioned are detailed in the earlier paper. There were two business agents in "the good old days." They were elected for one year and might succeed themselves once. This "back-to-the-bench" rule, which still exists in the San Francisco local, read as follows (Constitution, Art. VI, Sec. 8): - "Any salaried elected officer who has served two (2) full consecutive terms of one (1) year each shall not be eligible again to hold office in this local until the expiration of one (1) year." As for the constitutional duties of "the B.A.", these were as follows (Constitution, Art. XVI, Sec. 6 (a)): "The Business Agents shall be the representatives of the union in the loading and discharge of all vessels governed by the contract, and all work under the jurisdiction of the International Longshoremen's and Warehousemen's Union."

29. Historically, such disputes came to be classed as on "items outside the contract." Essentially, then, such disputes grew out of an employer or union attempt to "re-write" the contract and were used as a part of a "negotiating" strategy, e.g., see p. 17 where a distinction is drawn between contract enforcement and the effort to gain "better" and/or just treatment. The realities of this situation were reflected in the agreement of 1941 where the Port Labor Relations Committee was given the following duty (Sec. 10 - f): "To decide any other question of mutual concern to the industry and not covered by this agreement." On this score, Sec. 11.31 of the present contract should also be quoted in full: "In the event grievances or disputes arise on the job, all men and gangs shall continue to work as directed by the employer in accordance with the specific provisions of the Agreement or if the matter is not covered by the Agreement, work shall be continued as directed by the employer."

30. For convenience, once again, the discussion will proceed as though a single man was involved in the dispute.

31. op. cit., p. 234.

32. 1941 Agreement, Sec. 11 (e) and General Rules (adopted by the membership), p. 30

33. Naturally, this analogy should not be pressed too closely, yet it is perhaps to "a people's court" or perhaps to a village court or magistracy that one must turn to find a proceeding comparable to that which a steward routinely convened upon a firing.

34. op. cit., p. 233