

**Labor at the Ports: A Comparison of the ILA and ILWU**

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## **Introduction**

Longshore employment is often used as an example of one of the few remaining avenues for blue-collar workers to earn high incomes. Indeed, longshore jobs are the few in the country where an individual without a college degree can earn an annual income over \$90,000. Much like other blue collar occupations, technology has largely transformed the nature of work in the industry, however the power of the union, particularly on the West Coast, has resulted in technology phase-ins that displace as few workers as possible and keep wages high. Longshore workers have also benefited from the movement of manufacturing overseas, which has increased trade volumes at the ports, resulting in substantial hiring of new longshoremen at California ports over the last year.

Though the wages of longshoremen are above the national mean, it is not the case that longshoremen have homogeneous wages. In fact, the two unions, which split in the 1930s had markedly different strategies for dealing with technology, as well as different experiences in trade volumes and types and employer-employee bargaining, which has led to substantial wage advantages for those working at West Coast ports over those at East Coast and Gulf ports.

The purpose of this study is to provide a contrast of the evolution of the ILA and ILWU, from their beginnings in the late 1800s to the present. While there is an abundance of analysis of these unions before 1980, including comprehensive wage chronologies conducted by the Department of Labor, there has been little written on longshoremen wages and hours in academic journals since the mid 1980s (though there is a topical body of research on longshore safety), particularly in economics and industrial relations journals. Thus the basis for this research post 1980 relies heavily on the unions' memoranda of understanding and articles in the trade press. This report provides detailed

chronologies of the two unions, and concludes with a synthesis of the different factors that cause the experience of the workers in these two unions to diverge, particularly over the last 20 years.

### **Evolution of the ILA**

The union that would become the International Longshoremen's Association (ILA) was founded in 1877 when Dan Keefe formed the Association of Lumber Handlers at Great Lakes ports. In 1892 longshoremen from eleven ports gathered at a longshore convention in Detroit called by Keefe, adopted the by-laws of the longshoremen's Chicago local, and became the National Longshoremen's Association of The United States. In 1895 the name was changed to the International Longshoremen's Association as the number of Canadian members grew, and the ILA joined the American Federation of Labor (AFL). At the turn of the century, the membership was 50,000 —most of that number in the Great Lakes area. By 1905, the membership had grown to 100,000 – approximately half from the Great Lakes area (“ILA History” 2004).

Three strikes on the New York waterfront in 1887, 1907, and 1919 grew out of basic conflicts and spurred the growth of the ILA. The 1887 strike, called “The Big Strike,” began when the Old Dominion Steamship Line announced that it would be slashing wages by twenty percent, a move that affected about 150 longshoremen affiliated with the Knights of Labor. A group of coal workers facing a wage cut joined the longshoremen and the Knights of Labor took control of the strike. The dispute soon escalated to a general strike on the New York-New Jersey waterfront involving 50,000 workers. Once the coal workers reached an agreement with Reading Railroad for modestly higher wages, the Knights of Labor reduced their efforts on the behalf of the longshoremen, who subsequently deserted the Knights of Labor and the returned to work

(Russell 1966).

The strike of 1907 began on May 1 and tied up the New York Harbor for six weeks. The workers' only demand was higher pay. With the increased supply of labor due to immigration, wages were pressed down, exacerbating tension between workers of different national origins. In an attempt to raise wages for all (to forty cents an hour, sixty for overtime), the workers struck. The shippers brought in thousands of strikebreakers leading to violence between strikers and strikebreakers. Despite the business losses, the coastal shippers maintained a policy of no concessions.

Patrick Conners, the president of the Longshoremen's Union Protective Agency (LUPA), the union that succeeded the American Longshoreman's Union (better known as the McHugh Organization), took charge of the wildcat strike, claiming that LUPA had organized the strike. The failure to get backing from the Teamsters and Harbor Boatmen, combined with LUPA's rejection of an employer offer of fifty-five cents per hour, caused the strike to fail. Workers returned to work on June 13<sup>th</sup> with the same pay rates and working conditions as before the strike (Winslow 1998). In 1914 LUPA was absorbed into the ILA (which then had 307 locals, the majority on the Great Lakes) as the ILA's New York District Council ("ILA History" 2004). In 1916 the longshoremen along the Atlantic Coast organized together so that shippers could no longer divert freight away from striking ports.

The Great Depression weakened the ILA when widespread unemployment led to cheap labor. However, Federal labor law strengthened the power of the union through the Norris-LaGuardia Act, limiting the use of injunctions to prevent strikes and picketing, and the Wagner Act of 1935, guaranteeing the rights of workers to vote for their own representation ("ILA History" 2004).

Concurrently, the ILA was on the verge of losing its West Coast locals. Conflict between the Pacific Coast longshoremen, lead by Harry Bridges, and the leadership of the ILA began with the strike of 1934 and grew through 1936 when the San Francisco local stopped paying dues and the locals in San Pedro, Seattle, and Portland followed suit. The West Coast longshoremen finally split from the ILA in August 1937 when the newly formed CIO issued a charter to the Bridges group as the International Longshoremen's and Warehousemen's Union (ILWU). In 1938 the National Labor Relations Board (NLRB) approved the new union as the bargaining agent for the entire Pacific Coast (Russell 1966).

World War II created a commercial boom. The use of sling loads increased, resulting in more dangerous working conditions for longshoremen. Thanks to a 1945 strike, longshoremen had gained some control over their wages since they only needed to “shape up” twice rather than three times per day. The “shape-up” was a process by which available labor would appear at the port when work was available. Employers chose workers from this labor pool. The ILA and employers agreed in 1916 that union workers would have priority in the shape-up, however, this came at the expense of requiring that the union maintain an excess supply of labor (Herod 2004). During this period, longshore work remained casual, not surprising, given that ships did not arrive at the ports at regular, scheduled intervals.

The discontent that led to the strike of 1948 was fueled by increased unemployment during 1947 and 1948, increased sling loads and the corresponding speed-up, favoritism at the shape-up, and overtime pay (Winslow 1998). As the negotiations for a new contract began between the ILA and the New York Shipping Association (NYSA) in June of 1948, it became clear that the longshoremen would not accept a

contract that ignored the overtime pay issue. Afraid of a strike that would disrupt the economy, President Truman used the Taft-Hartley Act to bar the ILA from striking and ordered the parties to resolve the conflict through collective bargaining.

The NYSA wanted to place the negotiated agreement under Section 7(B)(1) of the Fair Labor Standards Act, which would exempt the employers from the Act's overtime provisions (Winslow 1998). The longshoremen struck on November 10 (though many longshoremen were disenfranchised in this vote). The ILA announced that the strike would cover all East Coast ports. After heated negotiation between the two parties and the Federal Mediation and Conciliation Service representative, an agreement was reached achieving a pay increase, improved vacation time, and a welfare fund (Winslow 1998).

In October of 1951 the ILA was in the midst of a intra-union fight between those who sided with President Joseph Ryan approving a new contract versus those who opposed the contract, who were led by Thomas "Teddy" Gleason. Gleason and his followers contended that the new contract was inadequate and that it made no provision for the future. A work stoppage lasting 25 days followed, halting only when State Industrial Commissioner, Edward Corsi, appointed a Board of Inquiry to investigate. The Board determined that the contract voting had been fraudulent and found that the union was run in an unprofessional manner.

Soon afterward, the New York State Crime Commission (NYSCC) turned its attention to the New York waterfront. The NYSCC's finding that the ILA was a criminal union led to the establishment of the Waterfront Commission of the New York Harbor in 1953. The powers of the Waterfront Commission were vast, being granted by the New York and New Jersey legislatures and confirmed by Congress. They included the control of the shape-up and the requirement that workers register with the Commission, which

screened them for criminal records (DiFazio 1985).

Following the Commission Report the ILA was suspended from the American Federation of Labor (AFL) on August 11, 1953. The AFL formed a new longshore union, The International Brotherhood of Longshoremen (IBL). At a special convention in Philadelphia on November 16, 1953, the ILA longshoremen declared the ILA an autonomous union, the ILA Independent. A crucial representational vote took place on December 24, 1953 to decide whether 17,000 longshoremen would continue to be represented by the ILA independent or whether they would join the AFL as the ILB. The longshoremen voted to be independent. As the fight for jobs on the overcrowded waterfront intensified, so did the tension between the IBL and the ILA workers. Union membership was increasing, but faster than employment opportunities.

The 1954 strike grew from a series of minor events. An IBL picket line appeared at Pier 32 in New York and Teamster drivers refused to cross the picket line to pick up the cargo. As a result, ILA longshoremen refused to handle Teamster cargo and eventually went on strike. Governor Dewey obtained a legal injunction to order the ILA not to strike or to interfere with freight. However, on March 5<sup>th</sup> the ILA longshoremen struck anyway, beginning a 29 day strike. The strike led to battles between the ILA strikers and groups of IBL and police fighting for control of the docks. On March 24<sup>th</sup>, Bradley announced the ILA's official backing of the walkout. At this point cargo could not be diverted from the New York area to the Atlantic and Gulf Coast ports since the ILA was striking collectively.

The strike ended on April 4<sup>th</sup> when the National Labor Relations Board set aside the results of the December representational vote and called for a new vote. The second representational vote took place on May 26, 1954 with the ILA prevailing once again



with a vote of 9,110 to 8,791. The AFL withdrew major financial support from the IBL, which began its slow decline. On January 8, 1959 the ILA made a formal application to rejoin the AFL-CIO and was recommended for membership on August 17, 1959. The last convention of the IBL was held in October 1959, where they voted to dissolve and merge with the ILA (Russell 1966).

During this period bargaining on a regional level took hold. The New York employers wanted to extend the contract period from two to three years and the ILA agreed to this as long as the bargaining was centralized. Though no master agreement resulted, there was a regional agreement of the North Atlantic ports led by the New York Shippers Association (Herod 1997).

Containerization in Ocean Shipping took hold in the 1950s, propelled by Malcolm MacLean of Sea-Land. The move away from labor-intensive work practices at the docks towards more capital-intensive operations was a source of concern for the ILA. A ship could now be unloaded in 24-36 hours rather than the typically week without containerization (Ross 1970). The goal of the ILA was to preserve jobs for their members, though they acknowledged that firms had “the right to use any and all types of containers without restriction.” (Ross, 1970, p. 401). The ILA strategy was to keep union wages safe by assessing fees on shippers who loaded or unloaded containers outside of the port. These fees would accrue to longshore workers who worked at container facilities (a relatively small number of workers in the 1950s). Since there was relatively little containerization at this time, as late as the mid-1960s the ILA denied that containerization had hurt longshore employment (Ross 1970).

The strikes of 1962 and 1964 focused on issues surrounding automation and containerization. The 1962 strike began on October 2, led by the ILA and encompassed

the Atlantic and Gulf Coast ports. By mid-January the Brooklyn Chamber of Commerce appealed to the President to invoke the Taft-Hartley Act. There was a court injunction for an 80-day return to work (Morewedge 1970). The strike ended on January 27, 1962 with a Department of Labor agreement “to study the manpower utilization and job security on the waterfront and to make its findings known to interested parties in 1964.” (DiFazio 1985) The Labor Department report, issued in 1964, recommended that the ILA consider reduction in gang sizes (Ross 1970).

Automation was at the heart of the strike of 1964. Employers wanted the right to set gang sizes, but the ILA wanted the size of the gang fixed by written contract. The 1964 strike began on October 1 and lasted 39 days, though, with an 80-day injunction plus a 20-day extension, it did not end until February 13, 1965. The result was a new four-year contract retroactive to October 1964.

The most important feature of the new agreement was the introduction of Guaranteed Annual Income (GAI). Up to this point had been casual, not surprising since containerization spurred regularity in ocean shipping (Turnbull and Sapsford, 2001). GAI guaranteed 1,600 hours of work or pay after April 1966 for every man who had worked at least 700 hours between April 1, 1965 and March 31, 1966 (Russell 1966). From 1964 to 1977 not a single longshoreman was hired. The few that had been hired since 1977 were not eligible for GAI (Anders 1987). The GAI was designed to protect the longshoremen from technological unemployment and was paid for by reducing gang size, the closing of the books, and a decline in the actual number of working longshoremen (DiFazio 1985).

Before the next round of bargaining, the ILA was pressing for a master contract. Prior to this period, employers negotiated separately at the different ports, with the North

Atlantic ports allowing the New York Shippers to bargain on their behalf. The move to a master agreement was stalled in the mid-1960s as the Gulf ports perceived that their contract was being held up over issues that were most relevant to New York longshoremen. Out of this round of bargaining, the North Atlantic longshoremen gained GAI provisions while the Gulf ports gained a minimum gang size requirement (which were already in place in the North Atlantic ports) (Herod 1997).

The increased threat of job losses from containerization also became an issue, with the ILA pressing for substantial increases in wages and benefits as well as guaranteed income. The ILA also moved away from fees for loading and unloading containers at the port and towards requiring that longshore workers be allowed to perform these tasks (Ross 1970).

After strike activity, the New York Shippers agreed to substantial wage increases (\$1.60 per hour) as well as guarantees of 2080 hours of work per year for longshoremen. The key component of the agreement, however, was the implementation of the 50 mile rule, where all containers of consolidated freight must be loaded and unloaded by ILA members if they originate from or are destined for a point within 50 miles of the port (Ross 1970).

In 1970 the North Atlantic port employers formed a bargaining group (CONASA) and the South Atlantic employers formed the SAENC. These employers agreed to consider GAI and container rules as part of the master agreement. The Gulf port longshoremen gained a GAI of 2080 hours per year (identical to the North Atlantic longshoremen) while the South Atlantic longshoremen had a GAI of 1000 hours per year. The first master agreement stemmed from the 1977 Job Security Program which covered all Atlantic and Gulf ports. This advantage of the ILA was short-lived as Gulf ILA locals

accepted concessions during bargaining in 1986. The Job Security Program was eliminated and longshore work stoppages at one East Coast port were no longer mimicked at all ILA ports (Herod 1997).

In October 1977 a partial strike was launched against container carriers (not break bulk). The union called for a master contract for all Atlantic and Gulf Coast ports that would eliminate variations in rates paid for GAI benefits. Leading up to the 1977 strike was the 1968 strike settlement stipulating that loading and unloading of all cargo within a 50-mile radius of each port had to be done by ILA members (DiFazio 1985). This was part of the Rules on Containers negotiated during that contract year.

A settlement was reached after a 60-day walkout. In 1975 the fifty mile rule was declared a violation of the Taft-Hartley Act by the National Labor Relations Board (NLRB) and in 1977 the Supreme Court upheld the decision. Out of these decisions grew the Job Security Program (JSP) negotiated in the settlement of the 1977 strike to guarantee pension and welfare benefits (DiFazio 1985). In 1985 the Supreme Court ruled that the 50 mile rule was no longer off-limits as a bargaining provision (Schlein et al 1986). In 1987 the Federal Maritime Administration ordered that the fee associated with this rule be removed from tariffs (Davis et al 1989).

The 1983 master contract resulted in wage increases - \$1 per hour in 1983, 1984, and 1985. Additionally, employers were required to contribute an additional \$1.25 per hour to the benefits fund. The GAI plan resulted in guaranteed hours increasing in some ports and decreasing in others (Schein et al 1986).

A major concern in the 1986 bargaining round was issue of whether “dummy companies” were being established at ports to avoid hiring unionized labor. (MLR 1986) The use of non-ILA labor at ports, primarily gulf ports, increased over time and triggered

protests in 1988 (Davis et al 1989). During this round of bargaining, ocean carriers became actively involved in the negotiations, through the newly created Carriers Container Council (Storey 2000).

The 1986 contract abandoned the concept of standardized wages at all ports and allowed for variable wages, typically lower at Gulf ports. In April 1986, the ILA workers at Gulf ports accepted pay cuts totaling \$3-\$5 per hour depending on cargo type. They also agreed to eliminate the GAI program. Wage cuts also were accepted by ILA workers at South Atlantic Ports. Workers at Northern ports fared better in this round of contract negotiations, with workers in NY and Boston receiving wage freezes for 2 years of the contract and a \$1 per hour raise in the third year. Employers also agreed to increase their contributions to the health and pension funds (Davis et al 1989).

John Bowers became president of the ILA when Teddy Gleason retired in July 1987 after serving six consecutive four-year terms as president. Negotiations in 1986 for a new contract forced the union to accept a wage freeze for two years due to low-cost nonunion stevedoring operations (Agin 1987). In 1988 the ILA agreed to let one shipper, Crowley Maritime Corp., call at ILA ports while also calling at non-ILA ports, seemingly recognizing that the trend would be the use of non-union labor at certain ports (Davis et al 1989). Proliferation of nonunion workers, especially along the Gulf Coast, caused a temporary wage freeze for container operators in the 1989 extension of the 1986 contract as well.

The 1989 contract also provided financial incentives for retirement as shippers hoped to reduce GAI costs (Machalaba 1989).

In 1989 employers pushed for a 5 year contract, significantly longer than the 18 month contract term proposed by the ILA (Davis et al 1989). Ultimately, agree to extend

their 1986 contract for an additional 14 months, mainly due to hold ups over negotiations regarding the 50 mile rule, which was ultimately invalidated by the Supreme Court in 1989, after FMC set it aside in 1987 (Ruben 1990). Ultimate decision was to establish a fund, paid by shippers, to pay the wages of ILA members who would lose their jobs over the abandonment of the 50 mile rule.

The Ports of New York and New Jersey in 1989 accepted a contract with a GAI of \$34,200, and encouraged the retirement of older ILA members. They also created a labor-employer committee to cooperate on strategies to make the ports more competitive with other North Atlantic ports. At Hampton Roads, container crew sizes were cut, which they estimated would result in labor savings of \$3 per hour.

Major issues unresolved in 1989/1990 bargaining were to gang size reduction and a shift system to reduce overtime payments. The ILA accepted a 46 month contract with \$1 per hour wage increases in 1990, 1991, 1992, and 1993, and increased employer contributions to the health fund. The employers received an agreement to decrease gang sizes by 2 people (typically 20 worked in a gang), and the creation of a late-night shift to reduce overtime pay. This master contract included maintenance and repair workers for the first time. In New York and New Jersey, 1540 longshore workers accepted enhanced retirement plans in an effort to decrease employment (Cimini, 1991).

In 1990 when the extension of the 1989 contract was to expire, a new four-year contract was negotiated that gave longshoremen a five percent per year increase in wages in exchange for a reduction in container-handling gangs and the institution of flexible start times for employees, which could reduce overtime costs for employers (“Longshoremen Approve Four-Year Master Contract” 1990). In 1993 the contract was extended again to expire in September, 1996. As part of this extension, the ILA gave

back a \$1 wage increase scheduled for 1993 (Cimini 1993).

On October 2, 1996 the ILA rank and file approved a new five-year contract. It was anticipated that this would successfully increase Asian shipping traffic on the East Coast as cargo due to elimination in differential cargo handling costs between the East and West Coasts (Machalaba and Mathews 1996). Although the master contract was approved, individual port issues such as manning levels, wages, fringe benefits and work rules for ships carrying noncontainerized cargo were negotiated locally (“East Coast Dockworkers Approve Master Contract” 1996). The contract provided for a \$4 per hour increase in wages over the four years of the contract, provided in three installments. In contrast to past practices, the pay schedule was bifurcated into wages for veteran longshoremen versus new hires. Under this contract, the base pay of experienced longshoremen would rise to \$25 per hour in 2000, versus \$15 per hour for new longshoremen (Bowers and Tolan 2000).

The 1996 negotiations were characterized by the employers presenting a unified front. In 1997 this unity was formalized by the creation of the U.S. Maritime Alliance (USMX), comprised of representatives from terminals, shipping lines, and stevedore companies.

In 2000, due to increased trade volumes and an aging workforce at New York and New Jersey ports, nearly 500 longshoremen were hired after almost thirty years without any new hires, that is, with the exception of emergency and seasonal workers hired. New hires would still have to be approved by the Waterfront Commission, but due to recent law changes, workers would be hired by shippers rather than the ILA (Smothers 2000).

Also in 2000 ILA workers extended the 1996 contract through September 2004. The contract contained provisions to increase wages by \$1 per hour in 2001 and 2002.

This would increase the base wage rate to \$27 per hour for experienced longshoremen, however, workers at the lower end of the wage scale would see their base wages increase to \$17 per hour (Armbruster 2000).

The wages, however, applied for workers handling containerized freight. Wages for those working in break bulk were considerably lower, due primarily to the large numbers of nonunion jobs in this segment of the market. In Gulf ports, especially, the ILA is faced with a great deal of non-union and “ILA lite” competition. In 1985, Coastal, a stevedoring firm, began operations at the Port of New Orleans. Rather than using ILA workers, the firm used Teamster labor. As the ILA contract does not cover bulk and breakbulk cargo, over time other stevedore companies have entered this market. Some ILA stevedore companies have purchased non-ILA stevedoring companies and run the operations using a model called “ILA lite,” which pays workers a wage comparable to the low end of the ILA wage distribution (Plume 2004). This is not unlike some trucking companies’ double-breasting operations by running both union and nonunion subsidiaries side by side..

On June 9, 2004 the ILA rank-and-file on the Atlantic and Gulf Coasts voted to accept a six-year Master Contract, effective October 1, 2004. However, not all locals approved the new contract, objecting to its preservation of a two-tiered wage system, which prevented newer longshoremen from ever earning as much per hour as veteran longshoremen. Some dissidents challenged the validity of the ratification vote, however it was ultimately upheld (Mongelluzzo 2004). The contract, which runs from October 2004 to September 30, 2010 covers 15,000 workers. It reduces the bifurcation in the wage structure somewhat. Workers earning more than \$21 per hour are scheduled to receive \$1 per hour wage increases in 2004, 2006, 2008, and 2009. Workers earning less



than \$21 per hour will receive \$2 per hour wage increases in 2004 and 2006 and \$1.50 per hour wage increases in 2008 and 2009.

### **Evolution of the ILWU**

The longshoremen's unions of the West Coast began forming in the 1800s. By 1902, these unions were forming loose ties with the ILA and this relationship was solidified in 1910 at a convention in San Francisco. (“The ILWU Story—Origins” 2004). The period leading up to 1934 was characterized by individual locals striking alone, with the exception of the 1916 coast-wide strike. The lack of cohesion between locals meant that if there was a strike in one port, ships were simply diverted to another port. Additionally, local unions were unable to prevent strikebreakers from taking over longshore work.

Following the ILA District 38 convention in Seattle (1916), delegates voted to strike for a wage increase and coast-wide closed shop (meaning that employers could only hire workers who were already union members—outlawed by the Taft-Hartley Act in 1947). Regular hours were to consist of a nine-hour work day. The strike began at 6 a.m. on June 1, 1916 and included 43 locals along the Pacific Coast. The union was unable to prevent strike breakers from replacing union workers which resulted in hiring halls owned and managed by the employers, termed “fink halls.” (Magden and Martins 1982)

The 1919 Seattle general strike started as a shipyard worker strike when 35,000 shipyard workers failed to receive expected wage increases after the end of WWI wage controls. On February 6, 1919, after appealing to Seattle's Central Labor Council for help, 25,000 Seattle union members joined the 35,000 shipyard union workers already on strike and the general strike began (Seattle General Strike Project 2003). However, after

four days, pressure from local government and union leaders forced union members back to work and the strike ended February 11, 1919 without labor gains.

Under what is known as the “drive system” foremen had complete control over employment, that is, they hired workers, fired workers, and set wages (Jacoby 1984). Employment was also irregular in nature. Before 1934, there were no regular rules for which workers should or should not be hired and therefore bribing gang bosses and dispatchers was common at the employers' hiring. At peak periods of activity, shifts of 36 hours or more were not uncommon and workers were often required to work at an accelerated pace (“the speed-up”). Workers who complained about either the hours or the pace were typically fired and blackballed from any further waterfront employment (Pilcher 1972).

In June 1933, the National Industrial Recovery Act (NIRA) was passed as part of Roosevelt's New Deal and guaranteed unions the right to organize as well as protecting union members from the blackball system (Cox and Bok 1965). This accelerated the organizational efforts made by Pacific Coast Longshoremen.

The local unions of the West Coast joined forces in 1933 and obtained a charter from the ILA as a single unit. Negotiations ensued between the Pacific Coast ILA and the employers (Waterfront Employers' Union--WEU), with the ILA demanding a coast-wide agreement, recognition of the Longshoremen's union, and ILA-run hiring halls in each port. The union also wanted to reduce the work day to six hours, partly to spread available work to more workers. (Pilcher 1972)

By the spring of 1934, negotiations between the San Francisco longshoremen and the Waterfront Employers' Union broke down when an agreement could not be reached on who would run the dispatch halls. The WEU rejected the ILA's demand for union

controlled dispatch halls on the grounds that allocating workers to jobs was strictly an administrative problem that should be handled by the companies alone (Fuller 1939). The union and the employers also disagreed over wages and hours of work. The Pacific Coast District had originally planned to strike on March 23 following the WEU rejection of the union's demands, but as the date approached, President Roosevelt requested that the ILA Pacific Coast Executive Board delay the start of the strike and promised to appoint a fact-finding commission to investigate and find a solution. The strike was delayed, but when no compromise could be found the Pacific Coast District of the ILA went on strike May 9, 1934. The strike lasted for 81 days. ("Longshoremen's Strike of 1934" 2004)

On June 26, President Roosevelt appointed the National Longshoremen's Board to arbitrate the conflict. On July 5, 1934 ("Bloody Thursday") two workers were shot and killed. The longshoremen's union gained support from unions in other industries and a General Strike lasted for four days. The employers were having difficulty finding strikebreakers. The strike ended on July 31<sup>th</sup> followed by several months of negotiations and arbitration. In October 1934 the Board handed down its award which was generally regarded to be "an overwhelming Union victory" (Fairley 1979).

The NLB award had several key provisions. The length of the work day was reduced to six hours at a basic wage of \$0.95 per hour (an increase of 10 cents) with work beyond this period earning an overtime rate of \$1.40 per hour. Hiring and dispatching of all longshoremen was to take place at a joint union-employer operated hiring hall at each port, however, the dispatcher of each hall was to be selected by the union. In addition, a Labor Relations Committee was to be established at each port with the purpose of supervising the operation of the hiring hall, making up the list of registered longshoremen

entitled to regular work, deciding on a system for allocating workers to jobs, and resolving grievances and disputes (Finlay 1988).

After settling the 1934 dispute, the practice of “low-man-out” dispatching was adopted. This was the practice of giving the worker with the fewest accumulated hours of work the first opportunity at a job, which he could then take or reject. Low-man-out dispatching reversed the traditional roles of employer and worker, since workers now selected their employers (Finlay 1988). This practice was intended to provide an adequate and regular income for all longshoremen, and it succeeded. Kahn (1980) reported data from a sample of 1,172 San Francisco longshoremen in January 1938 which indicated that 88 percent of the workers earned more than \$1,235 annually and that nearly 70 percent earned more than \$1,710 annually, well above the \$1180 earned by manufacturing workers. The effect was that by 1937 “casuals” (workers who were not full-time) were a supplementary workforce.

The post-1934 period was also characterized by numerous work stoppages and slow-downs as longshoremen strove to establish limits on the weight of sling loads, ensure that their work did not endanger health or safety, and maintain minimum manning standards. There were 20 strikes, 300 coast-wide strike days, and 1399 work stoppages at West Coast ports between 1934 and 1948 (Killingsworth, 1962; Ross 1970). The 1937 contract, which followed a three-month strike, specified in detail how many cases/boxes/barrels/sacks of particular commodities were permitted per sling load and limited the maximum weight to 2,100 pounds (Finlay 1988). The longshoremen had previously handled loads between 4000 and 4400 pounds (Mills and Wellman 1987). A second costly work rule required that all loads be depalletized when unloaded on the dock and then repalletized when they were loaded onto trucks. Both of these rules resulted in

considerably higher labor hours.

A joint union-employer committee was also developed to establish a safety code for longshore work. The longshoremen also made gains with the 1940 contract which established that longshoremen could stop work if continuing would endanger their health and safety (Fairley 1979).

The Pacific Coast District of the ILA became the ILWU in 1937 when members voted to disaffiliate from the ILA and AFL and consequently reaffiliate with the CIO. Harry Bridges became its first president and presided over the ILWU from its inception in 1937 until his retirement in 1977 (Finlay 1988).

Before 1934, specific longshore gangs had worked for individual employers who were therefore assured of their preferred gangs. After the 1934 strike and arbitration, low-man-out dispatching changed the somewhat permanent employment structure into rotational employment. With the passage of the Taft-Hartley Labor Act in 1947 the WEA (Waterfront Employers Association of the Pacific Coast) gained power relative to the ILWU. Provisions of Taft-Hartley Act outlawed the hiring hall, preferential hiring for union members, secondary boycotts, and strikes over jurisdictional issues. (Findlay 1979)

On September 2, 1948 a strike between the ILWU and employers broke out and lasted for 95 days. The ILWU was supported by the CIO, all the other maritime unions, and by overseas longshore unions. The strike finally ended after the WEA agreed to accept the union-controlled dispatch hall and low-man-out dispatching in return for the union's acceptance of a no-strike, no lock-out, no-work-stoppage clause, except when health and safety were at risk. It should be noted that the contract period was 2.5 years, longer than previous contracts (Killingsworth 1962).

This agreement was important since between 1934 and 1948 both parties had

struggled over control of the allocation of labor and the production process. The 1948 strike settlement established that the union was allowed to run the dispatch halls without hindrance from employers and employers were allowed to direct work without hindrance from the union (Finlay 1988). The Waterfront Employers' Association's changed its name to the Pacific Maritime Association (PMA).

The advent of containerization in ocean shipping led to increased friction between the ILWU and PMA. In 1956 the Longshore Caucus created a committee to examine potential problems for labor stemming from accelerated technological changes in cargo-handling methods, employer frustration over work rules, and the conflict between the union and the employer over these issues. The result was the Coast Committee Report (October 1957) which advocated union flexibility in negotiations with the PMA, since “acting otherwise could provoke an already frustrated employer into a fight the union might find difficult to win.” (Fairley 1979)

Informal discussions between the ILWU and the PMA began November 19, 1957. Discussions between the two groups continued, off and on, until July 3, 1958 when the Memorandum of Understanding was signed by both parties. The document contained two significant provisions: (1) an interim agreement of the mechanization issue which recognized the ILWU's right to share in savings through a fund into which individual employers would contribute and (2) union workers who started a shift were guaranteed eight hours of work or wages (Fairley 1979). The contract also reduced the 9 hour shift to 8 hours (with two hours paid at overtime rates) (Dept of Labor 1977).

On July 28, 1959 a new 3 year contract was negotiated, which guaranteed employers would contribute \$1.5 million to a worker's fund in the first year to share the benefits from mechanization with labor. Effective June 1, 1960, longshoremen were to

be guaranteed 8 hours of work per day and the ILWU decided to use the \$1.5 million contribution as well as early retirement policies to guarantee earnings equivalent to what would be earned working 35 hours per week (Dept of Labor 1977).

Negotiations between the two parties concerning technology were finalized on October 18, 1960. The Agreement can be summarized on two fronts: Mechanization (employers could introduce new technology and the Union's right to savings) and Modernization (refining the specifications of work rules). With the 1960 Agreement came the resolution of the amount of the fund (\$29 million--\$5 million per year for the five and a half years of the contract plus the original \$1.5 million already contributed) which was to be used to guarantee longshoremen at least 35 hours of work or pay per week and provide pensions for voluntary early retirement for those longshoremen who reached 25 years of service between the ages of 62 and 65 (Fairley 1979). The fund would pay a pension after age 62 until age 65 when the retiree would qualify for Social Security.

The fund was generated in return for concessions in revising existing work rules, a contentious issue, and establishing the right of employers to operate efficiently and introduce “labor-saving devices.” This settlement became Section 15 of the new contract. Slingload limits were largely eliminated, the size of the basic gang for break-bulk cargo was reduced, and no set manning restrictions were established for new operations. A contract abatement clause was also added stipulating that the employer would halt payments to the fund if any Union or Local failed to “follow a Coast Labor Relations Committee or Arbitrator's ruling” regarding the contract.

The final union vote on the Agreement, concluded January 3, 1961, was 7,882 “yes” votes to 3,695 “no” votes. The ILWU and the PMA agreed to a five-year M & M

agreement. One of the more remarkable points about the agreement was that it was reached through collective bargaining alone. In fact, this period was marked by cooperation between the ILWU and the PMA with no coast-wide strikes from 1948 to 1971.

In July 1, 1966, all of the ILWU longshore agreements expired; the basic contract, the pension agreement, and the M & M agreement (Fairley 1979). Both parties were interested in renewing the M & M agreement. After the insistence of the PMA, the M&M agreement and the contract were renewed for five years (the new pension agreement would be unchanged for ten years), but a few amendments were made. The wage guarantee fund (amounting to two-fifths of the total employer contribution fund or \$13 million dollars) would be distributed to eligible registered men. The PMA won the right to “steady men,” skilled men that they could employ on a monthly basis.

It is important to note that in the 1950s the PMA’s approach to mechanization was to share the productivity gains with the union, with the understanding that gains would be split 50-50. By the 1966 this model had changed to a model where the PMA “bought out” work rules to ensure increased productivity, which undoubtedly saved them considerably as the amount of containerized freight increased substantially (Killingsworth 1962). In fact, the payout total for early retirement and loss of hours was \$29 million, while the estimated productivity gains were estimated at \$120 million (Martin 1970).

With containerization, West Coast longshoring was transformed from a labor-intensive industry to a capital-intensive industry. As a result, between 1960 and 1980, the number of registered longshore workers dropped from 14,500 to 8,400 (Finlay 1988). During the same period, productivity, measured in tons per hour, increased from 0.837 to



5.498, and the cost per ton decreased from \$4.94 to \$3.60 despite a fourfold increase in the longshore hourly wage rate (Pacific Maritime Association, Annual Report 1980).

In 1971, the union started a 134 day strike during contract negotiations due to concerns about whether employers could redefine work rules and job categories for container operations, thereby bypassing the hiring hall. The strike ended with more specifics about container jurisdiction, but in the end there were equipment operators who did not need to go to the hiring hall often.

The 1987 contract resulted in no raise in the first year, however, there were \$0.40 per hour wage increases in the second and third years of the contract. In addition, workers were guaranteed 38 hours of work per week (an increase of 2 hours). Other provisions included the elimination of overtime pay for clerks working over 10 hours per day (Ruben 1988). The Memorandum of Understanding dated July 1, 1987 made several major changes to the wage structure. Previously, longshoremen were paid at two different rates, a six-hour straight time rate and a two-hour overtime rate, for a total of 8 hours worked per day. However, as of July 1987, these two rates were converted to a single eight-hour straight time rate. The daily wage for the same eight hours of work was unchanged. For example, the six-hour straight time rate of \$17.27 per hour and two-hour overtime rate of \$25.905 per hour resulted in an eight-hour straight time rate of \$19.43 per hour. The new rate was simply an average of the prevailing daily wage over eight hours.

A second major change was to institute straight time hourly rates based on experience level, where experience was measured in qualifying work hours. All paid hours of work were included in qualifying hours except vacation hours, paid holiday hours, and Pay Guarantee Hours. Beginning July 4, 1987, experience level pay rates

were divided into increments of 1000 hours starting at zero hours and continuing through until reaching 5000 hours, at which point an employee would be paid at the longshore basic straight time hourly rate. Not surprisingly, pay was graduated by level of experience starting with \$14 per hour and increasing by \$1 per hour for every additional 1000 hours worked.

As of July 1, 1987 Class "B" men who had five or more vacation qualifying years as of April 1, 1987 were eligible for a maximum of 38 hours of pay each week under the Pay Guarantee Plan. Previously Class "B" men were only eligible for a maximum of 28 hours of pay each week. Those Class "B" men with less than the five years of vacation qualifying years of service were still eligible for the maximum of 28 hours per week of pay.

The 1990 contract was approved without much conflict. The contract, which covered 9000 workers, resulted in a pay raise of \$2.15 per hour over the three year contract period, however, the employee health care deductible was increased (Cimini 1991). As of the 1990 Memorandum of Understanding, reaching 4001 hours of experience earned the longshore basic straight time rate.

In the Memorandum of Understanding dated July 1, 1990 a special one-time only program was established to provide an incentive for longshoremen unable to obtain sufficient longshore work, due to physical limitations, to leave the industry. For those longshoremen able to meet the necessary conditions, the program would provide monthly payments based on the total number of years the longshoreman would have worked had he worked until age 65. Any longshoreman who participated in this program would receive welfare benefits on the same basis as a pensioner.

The 1993 contract contained provisions for phasing in new technology at the ports

(Cimini 1994). The structure of the wage rate was further changed in 1993 when skill rate differentials were structured not as a predetermined addition to the appropriate hourly rate, but as a proportion of the longshore basic straight time rate. For example, where the old skill rate was an extra 28 cents per hour, the new corresponding skill rate was 1.75 percent of the prevailing longshore straight time rate, which in 1993 was \$22.68, yielding a 40 cent per hour differential for longshoremen with 4001 or more hours of experience.

In 1999, the skill rates were simplified into two categories, down from six categories in 1993 and five categories in 1996. This simplification was made possible by excluding certain higher skill rate positions from the skill rate tables and just giving them a higher flat rate.

Finally, in 1999 employers raised the issue of a computerized dispatch at the ports of Los Angeles and Long Beach, which was overwhelmingly defeated. This proposal was overwhelmingly defeated by the workers (1173 to 400). Workers were dispatched at the union hall twice daily, with the jobs issued to workers on paper. The PMA estimated that this form of dispatch reduced productivity 7 percent per annum due to workers reaching the job site late (Leung 12/15/1999).

ILWU efforts in the past two decades have largely focused on jurisdictional issues. These efforts have included shutting down all of the ports in Washington and Oregon in 1989 when ITT-Rayonnier corporation tried to use non-union operations to barge and ship logs for export, fighting Peavey, a ConAgra subsidiary on contract proposals, and fighting their employers to maintain jurisdiction at Southern Pacific's Intermodal Container Transfer Facility in Southern California.

At least seven months before the 1999 contract would expire on July 1, 2002,

newspapers began reporting on the frictions between the ILWU and the PMA. The PMA wanted to automate operations by introducing optical scanners that would read codes from the sides of containers as part of an electric cargo-tracking system. The current practice was for a clerk to manually key data. Consequently, looking for a container could mean someone had to drive around in a pick-up truck to search for a particular container (Swoboda 2002). In addition to electronic cargo-tracking systems, the PMA also wanted to institute new communication systems that would automate union dispatch halls and minimize gate check-in times for truckers, whose average waiting time was two and a half hours, as well as implementing identification systems to increase security (Cleeland and Sahagun 2002).

The PMA argued that Asian ports such as Singapore and Taiwan had overcome space constraints by automating operations. PMA President Joseph Miniace was quoted as saying, “We will crumble in 20 years” without the technology changes since shippers will opt for modern and less expensive ports in Canada and Mexico (Swoboda 2002). The PMA cited union slowdowns in the previous two contract negotiations and threatened a lockout if the union were to stage a slowdown during the coming talks (Cleeland and Sahagun 2002).

The ILWU countered that the PMA was attempting to weaken the union by implementing technology that would allow the employers to outsource union jobs to nonunion contractors in low-wage states. It also saw the implementation of identification systems as a violation of worker privacy (Cleeland and Sahagun 2002). New contract negotiations were scheduled to start in May 2002, but union leaders moved up the pre-bargaining caucus to January 2002 (Swoboda 2002).

On May 13, 2002, the PMA and ILWU began contract negotiations for the new

coast-wide contract. However, as of the July 1 deadline, no agreement had been reached. The union extended the contract on a day-by-day basis. On July 16, 2002 the ILWU submitted a proposal that would allow the PMA to use technology that would collect cargo information instantaneously. The union estimated that introducing this technology would eliminate 600 union jobs. In exchange for these concessions, the union would require dock operators to create “terminal control centers” staffed by union members and submit any plans for new technology to the union for review. Additionally, the union wanted increased worker pensions. The PMA rejected this proposal saying that it was inadequate and made a counter proposal (Kim and Machalaba 2002). The union, in turn, rejected the counter proposal saying that it failed to ban outsourcing of union jobs to nonunion workers and to provide a satisfactory health-benefit package (“Dockworkers Aim to Reject Contract” 2002).

During this time and for the next few months customers who used the West Coast docks, realizing the potential for great economic loss in the case of a strike or lockout, lobbied the Bush administration to use federal power, namely the Taft-Hartley act, in the case of a port shutdown (Machalaba and Kim 2002). The Administration responded by saying it would intervene in a strike or lockout if it failed to produce a new contract (Sarkar 2002). Many customers had accelerated shipments in order to adequately supply merchants with products for the coming Christmas season. With the PMA threat of a lockout in the event of a slowdown, the union often cited increased cargo levels as limiting levels of productivity. Negotiating debates were heated with episodes of union representatives walking out of talks and the talks during this period were characterized by several starts and stops.

The union allowed the labor contract to expire September 1st at 5pm when

negotiations failed to reach any compromises. Finally, saying that the union had staged slowdowns to gain leverage, the PMA ordered a 36-hour lockout on the evening of September 27th. The PMA ordered a second lockout on September 29 stating that it would continue the lockout until the union agreed to extend the labor contract.

The lockout came to an end on October 9th after a federal judge granted President Bush's request to end the 10-day lockout. Leading up to the use of the Taft-Hartley Act, the union had agreed to a 30-day extension of the contract, but the PMA had rejected the offer in favor of a court injunction stating that it preferred a judge's scrutiny to keep dockworkers from staging a slowdown (Cummings and Tejada 2002). Bush sought an 80-day cooling off period, during which lockouts and strikes would be prevented by law. U.S. District Court Judge William Alsup approved the cooling off period to begin October 8 (“Injunction Orders Docks” 2002).

With talks mediated by AFL-CIO secretary-treasurer Richard Trumka, a tentative agreement was reached between the ILWU and the PMA, which was ratified on January 22, 2003 by wide margins from both the union rank and file and the PMA. The new six-year contract went into effect February 1, 2003. Port management won the right to use optical scanners and other labor-saving devices, eliminating approximately 400 marine clerk positions, but not unemploying them, since they would be retrained for new positions. The union won significant pension plan improvement and a modest wage hike (Raine 2003).

On July 1, 2002 the Technology Savings Pension Plan (TSPP) was put into effect. All active longshoremen and marine clerks participating in the ILWU-PMA Pension Plan were eligible to participate in TSPP, which provided a monthly supplemental retirement benefit. The amount of the monthly supplement was based on qualifying years of service

similar to that required for the pension plan, that is, a minimum of 1300 hours per year of service or accrual adjusted for hours less than 1300.

In conjunction with the implementation of the TSPP, an early retirement window was offered between August 1, 2003 and January 31, 2004. If an applicant was, during this window, at least 59-1/2 years old and had accrued at least 13 years of qualifying service under the Pension Plan, then the registered participant would receive unreduced Pension Plan and TSPP benefits, that is, no actuarial reduction of benefits.

In Fall 2004 the ports of Los Angeles and Long Beach were backlogged with freight due to a severe labor shortage, attributable to both the lack of available workers and increased freight volumes. Though the problems of the labor shortage have been mitigated, the ILWU has suggested that more longshoremen must be promoted from casual to full time status. In addition, they maintain that providing guaranteed hours and better benefits for casuals would make them more likely to work on a regular basis. Finally, they have proposed having “container gangs,” where the group is dispatched for work the previous night (Mongeluzzo, 10/20/2004). These proposals have met with opposition from the employers, though the PMA opposition to the final proposal is due to disagreement over the size of the gang.

### **Summary and Conclusions: Contrasting the Two Unions**

There are several factors which drive the difference in pay and work rules of longshoremen on the East and West Coasts. Historically, the unions employed different strategies in collective bargaining. The ILWU strove to keep wages high by reducing labor supply. In addition, through bargaining efforts they gained control of the hiring hall. The ILA, however, had agreements with employers to keep a surplus of labor and

the control of hiring rested with the Waterfront Commission, the result of union corruption in the 1940s and 1950s. East Coast workers mainly are “list” workers who regularly work for the firm. At the hiring hall, positions are awarded based on seniority by the Waterfront Commission. This is the opposite of the West Coast where “low person out” dispatching is used except when “steady” workers are used (Turnbull and Sapsford 2001).

The two unions had different approaches to the adoption of technology, with many believing that the ILWU had not adopted the correct strategy. Waters (1993) contends that the ILWU implemented the wiser strategy once long-term gains and losses are considered. The ILA has seen larger reductions in hours, employment, and wages.

On the West Coast, the 1960 and 1966 agreements contained provisions for older workers to retire. The work rules also required that workers be available regularly and work at least 50 percent of mean hours in order to be eligible for GAI (Turnbull and Sapsford 2001). Given the inevitable decrease in labor demand due to modernization, the ILWU pursued the successful strategy of decreasing labor supply to keep wages high. In contrast, the ILA historically maintained a surplus of labor. With modernization, the union was unable to encourage retirements successfully, leading to GAI that disproportionately accrued to older workers. The cost of GAI was roughly twice as high on the East Coast as the West Coast (Turnbull and Sapsford 2001). Between 1952 and 2000 ILWU membership decreased nearly 50% while nominal wages increased 1300 percent (from \$2.10 in 1952 to \$27.18 in 2000) (“Report Underscores Containerization’s Impact on ILWU” 2000).

The ILWU has also been able to protect its workers through a master agreement with the PMA that covers most aspects of wages and work rules. The master contract for



ILA covers wages, hours, and benefits, while work rules are decided on a local level (Cimini 1991).

The ILA has been weakened due to trade balances and the type of freight handled, particularly at Gulf ports. The largest ports in the U.S. (Los Angeles and Long Beach) grew primarily as a result of increased trade volumes with Asia and the growth of West Coast markets. This naturally gave more power to the ILWU since all-water routes to the East Coast have additional time costs (especially with post-panamax ships) and the strength of the ILWU makes it difficult for ocean shippers to make gains from diverting freight from one West Coast port to another.

The shift of trade to West Coast ports left East Coast ports with excess capacity. In addition, the break bulk segment of the market, largely served by Gulf ports, became more competitive with firms seeking to lower costs. This led to the entry of non-ILA stevedoring to Gulf ports, in turn leading to wage concessions by ILA workers in break bulk and the emergence of “ILA lite” operations.

The excess capacity on the East Coast and the ability of employers to pit labor at different ports against each other led to a bifurcation of the ILA wages and further segmentation of this labor market at a time when the ILWU was working to eliminate segmentation in their labor market. Given this confluence of events, it is unlikely that the ILA can recover its past power and bargain for wages that rival ILWU levels.

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