Summary of Results of Longshore Negotiations

1. Duration
   This Agreement covers the period to June 15, 1965, with no openings. On June 15, 1963, either party may request a review on any matter except Mechanization and Pensions. The entire contract, including the Pension Agreement and the Mechanization and Modernization Agreement, will be open as of July 1, 1966.

2. Wages
   The straight-time longshore rate will go up 15 cents per hour effective 6:00 a.m. Monday, July 30, 1962; another 13 cents per hour effective Monday, June 17, 1963; and 13 cents per hour effective Monday, June 15, 1964.

   Corresponding increases for base-rate Clerks, and for Longshoremen paid on an 8-hour basis, are 25 cents this year; 14½ cents in 1963 and 14½ cents in 1964.

3. Vacations
   Four-week vacations will be received by men with 20 qualifying years instead of the presently required 25 years.

   For men 60 years of age and older the hours required to qualify for vacations are reduced from 1344 to 1200 and from 900 to 700.

   The first vacations on this basis will be taken in 1963, based on hours worked in 1962.

4. Welfare
   The employer contribution for Welfare is increased from 17 cents per hour to 1½ cents.

   Under the small port insured program in Oregon and Washington, the hospital room and board allowance is increased from $4.00 to $6.00 per day and $70.00 for lodging.

   In any area where the Welfare Plan does not now provide for physical examinations and life examinations, they will now be provided.

5. Subsistence
   Payment for meals is increased from $1.75 to $2.00 and for hotel from $4.00 to $5.00, effective July 30, 1962.

   For clerks, the payments will go up to $2.50 per meal and $6.50 for lodging.

6. Prorated Disability Pensions
   The Pension Plan is amended to provide disability pensions for men permanently disabled who have 13 or more qualifying years of service in the industry but less than 25.

7. Protection of Pension and M&M Eligibility
   Under the Pension Plan, once a man has fulfilled all the requirements for retirement, except actual retirement, he cannot lose his eligibility through failure to work sufficient qualifying hours in subsequent years. This is a protection for men who find it difficult because of age or partial disability to continue working full-time.

   Under the M&M Plan, a man will not lose his eligibility once he becomes eligible for it, simply by reason of continuing to work in the industry.

8. Use of Swingmen on the Dock
   To insure that old or disabled dock men are used whenever possible in preference to swingmen.

9. Manning Exceptions—Washington Area
   Existing exceptions which permit certain companies in the Puget Sound area to use only eight men in the hold on loading operations are continued only so long as the loads do not exceed standard slingload limits. When larger loads are being handled, the exception will not apply.

10. No Discrimination
    The parties agreed to implement Section 13 of the Longshore Agreement, dealing with “No Discrimination.” (This is Section 12 in the green booklet.) The employers are anxious to avoid suit.

11. Assault Cases
    Assault was added as a specified offense with automatic penalties under the contract section dealing with penalties for certain offenses. (Section 10(f) in the green booklet.)

12. High Piling
    In discharge operations, pallet loads which do not exceed the contractual slingload limits may be dock stored as they left the hatch and not be considered high piled unless stored more than two loads high. Loads which exceed the slingload limits if stored two high are considered high piled.

13. Four Hour Minimum
    When operations cannot commence or are not continued because insufficient men report to the job, the 8-hour minimum will not apply either to the unit that is short or to related men or units which are unable to work on this account. Pay in such cases will be for time worked or the 4-hour minimum.

14. Matters Referred to Coast Labor Relations Committee
   a. The question of additions to the registration list.
   b. Inclusion of lines handling as part of the basic agreement.
   c. Review of the penalty cargo list.
   d. Establishment of a coastwise scale for crane drivers.
   e. Provision in some Port Working Rules that unskilled holdmen may operate lift trucks in the hold.

   f. Question of possibility of continuing Pension and M&M coverage for longshoremen or clerks who are promoted out of the bargaining unit to become supervisory employees of PMA companies.

   g. Question of amending the Pension Plan to safeguard eligibility of men who are receiving Social Security benefits and consequently are not permitted to work enough hours to get credit for a qualifying year.

   h. Review of a number of arbitrators’ decisions.

15. Terminal Workers—ILWU Local 6
    The separate contract covering terminal work in the East Bay, held by Warehouse Union Local 6, expired on June 15, 1962. PMA claims the work is covered by the Pacific Coast Longshore Agreement. Negotiations are continuing between Local 6, on behalf of the terminal workers, and PMA, representing the terminals, in order to determine how the Coast Agreement can be modified to give increase to the terminal work and to provide the terminal workers an M&M agreement comparable to the Coastwise M&M Agreement. There is an understanding between Local 6 and 10 that the terminal workers may be integrated into the longshore local.

16. Manning
    Employer proposals for changes in Manning in accordance with the M&M Agreement, originally submitted to the Coast Labor Relations Committee, will be reviewed by a special joint committee during a sixty-day period commencing July 9. The committee will have authority to make decisions but in the event of disagreement issues may go to the Coast Arbiter.

17. Reduced Passenger Fares
    The PMA agreed to investigate the possibility of offering reduced passenger fares to longshoremen and clerks.

As part of the negotiations, the Caucus instructed the Committee that the August 25, 1960 Memorandum which applies only to Los Angeles-Long Beach Harbor, was to be terminated as of June 15, 1962. The Negotiating Committee was unable to accomplish this and the Memorandum has been extended until July 1, 1966, except that it may be terminated meanwhile by mutual agreement.

Items Specifically Applying to Clerks

1. Wages
   Increase in base rate:
   July 30, 1962: 20 cents from $3.12 to $3.32
   June 17, 1963: 14½ cents from $3.32 to $3.46½
   June 15, 1964: 14½ cents from $3.46½ to $3.61

2. Coverage
   The employer will have the right to cover the coverage of plans, receiving bookmen and office assistants was met by agreement to handle through the grievance machinery any instances where it is claimed that work described in PMA Draft #8 is being done by men not covered by the Clerks’ Agreement.

3. Manning
   The demand for a Manning scale for clerks was met by agreement that issues of clerks’ Manning shall be considered by the special joint committee on Manning which was set up to handle PMA proposals for reduced Manning under the M&M Agreement.

4. Prefered Clerks
   Kagel’s award of January 6, 1960, as it relates to Los Angeles-Long Beach Harbor, was held to be in effect coastwide. It is also understood that Kagel’s award, as it relates to San Francisco, will stand until changed by mutual consent or by arbitration.
June 29, 1962

HERE IS TEXT OF NEW ILWU-PMA AGREEMENT

MEMORANDUM OF AGREEMENT
Between
PACIFIC MARITIME ASSOCIATION
(For the Employers)
and
INTERNATIONAL LONGSHOREMEN’S AND WAREHOUSEMEN’S UNION
(For and on behalf of itself and each of its Longshore Local and Clerks Locals in California, Oregon and Washington)

[All references to the present contract refer to the draft of the contract which was approved by the April Caucus. This draft codifies all the amendments since the 1951-1952 agreement.

The following statements cover those items agreed to by the parties in the 1962 negotiations.

I. Wages

Longshore

The basic straight time wage for men paid on a 6-hour day basis shall be increased by 18 cents per hour effective 8:00 a.m. on July 30, 1963. This brings the basic straight time rate to $3.19 per hour and the overtime rate to $4.78 per hour. Effectively 8:00 a.m., June 17, 1963 the basic straight time wage for men paid on the 6-hour day basis shall be increased by an additional 13 cents per hour bringing the basic straight time rate to $3.19 per hour and the overtime rate to $4.78 per hour.

Effective 8:00 a.m., June 15, 1964 the basic straight time wage for new entrants for men paid on a 6-hour day basis shall be increased by an additional 13 cents bringing the basic straight time rate to $3.32 per hour and the overtime rate to $4.99 per hour.

For special categories of longshoremen historically paid on an 8-hour straight time basis the straight time rate shall be increased as follows:
(a) July 30, 1962 by 20 cents;
(b) June 17, 1963 by 14½ cents;
(c) June 15, 1964 by 24½ cents.

II. Payroll Period

The following revisions shall be made in the Agreement in Section 2, Straight and Overtime Hours, and Section 3, Guarantees.

1. Insert a new paragraph 2.251 to read:
“The option of working 6 hours without a meal is applicable only to passenger vessels. Otherwise, men will not work more than five (5) hours before their midshift meal, and shall be sent to eat no later than 1:00 p.m. on the day shift.”

2. Remove 2.22 as 2.21 and delete present 2.21 and substitute the following as 2.22:
“The second meal period (supper) on the day shift shall be one hour at 5 p.m. or the even hour, and a meal is applicable only to passenger vessels. Otherwise, men shall not work for more than five (5) hours before their midshift meal, and shall be sent to eat no later than 1:00 p.m. on the day shift.”

3. Delete 3.42 and substitute the following:
“3.42 When men are late in reporting at the designated shift starting time on an initial or subsequent start, if the time is turned back, then the men will be turned back at and paid as of the next quarter hour; that is, the quarter hour, the half hour, the three quarters of an hour, and seven happy hours and seven minutes between the designated starting time and time turned to shall be deducted from the guarantee.”

4. Add a new paragraph 3.43 as follows:
“3.43 When men are not sent to eat before the beginning of the second hour of the two hour meal period, pay for the work in the second hour shall be ¾ hour if worked less than ½ of such hour and one full hour if worked ¼ or more than ½ of such hour.”

5. Add new paragraph 3.44 as follows:
“3.44 When men are knocked off work six (6) minutes or more after the even hour then they shall be paid to the next one-half (½) hour and when knocked off thirty-six (36) minutes or more past the even hour, they shall be paid to the end of the hour.”

III. Meetings for Registered Longshoremen

Substitute for 12.2 the following:
“12.2 To this end it shall be the duty of the Union to inform all registered Union longshoremen of their collective and individual responsibilities under this Agreement. Similarly it shall be the duty of the joint Port Labor Relations Committee to inform all registered non-union longshoremen of such responsibilities and the grievance procedure and for purposes of the federal wage and hour law.”

IV. Gear Priority

Section 3.138 shall be amended by deleting the words “other than that in 3.1361.”

Section 3.1361 shall be amended by adding the following phrase in the last sentence after the words “by a new gang” to read:
“From the dispatch hall.”

This mandatory cancellation list upon request of either party.”

Add 3.1362 and insert the following as a new paragraph:
“3.45 No rule is to be used as a substitute for firing gangs.”

A new section 3.1363 shall be inserted to read as follows:
“3.1363 Gangs ordered to work under conditions which such gangs contend violate gear priority rules shall work as directed and claim(s) for such violation shall be presented to the Union. If it is established that a gear priority violation did occur, then it will be automatic that the amount of time another gang worked the hatch in which the gear priority violation was claimed will be paid the gang whose gear priority was violated on an hour for hour basis. However, if the Employer on whose ship the alleged gear priority violation occurred maintains that an incident happened for reasons beyond the Employer’s control, the Employer may take that position and process it through the grievance procedure to the Arbitrator for final decision.”

V. Preferred Clerks
[See box summarizing Clerks’ items, pages 8-9]

VI. Manning Implementation

In order to implement the Manning provisions of the Agreement, the parties agree to appoint a Joint Committee to visit ports and observe jobs for which the Employers have proposed changes in manning. This Committee shall be authorized to agree to manning changes. Where this Joint Committee cannot reach agreement, the disagreement shall go promptly to the Coast Arbitrator. This Joint Committee shall start observation of these jobs no later than July 9, 1962 and shall visit all ports involved within sixty days thereafter, observing jobs on which the work shall be manned and conducted as provided by the Employer. As other proposed changes are submitted by the Employers, the Joint Committee shall go to the port involved as soon as the operation is scheduled. If agreement cannot be reached, the disagreement shall be referred to the Coast Arbitrator promptly.

There is delay in the operation except by mutual agreement, in implementing this procedure on any proposed change in manning, the proposal shall go to the Coast Arbitrator at the request of either party.

VII. Manning Exceptions—Washington Area

These relate only to Puget Sound.

The following shall be added as an addendum to the Agreement:

“The exceptions recognized in the Washington Area by the West Coast Stevedores Company, American Mail Line, Blue Star Line and Matson Navigation Company that provide for the continued use of six (6) men in the hold corners, a hand-loaded general break bulk cargo loading operation shall not apply at such times as loads above the contractual limits are being handled.”

VIII. Overtime on Overtime

A subcommittee of the parties shall make the necessary changes in the Agreement and local rules in order to effectuate the agreement of the parties that the longshoremen and clerks are to be paid time and one half for the work time on overtime being payable as a result of such travel allowances.

IX. Assault Cases

Amend Section 17.8 as follows:
“Insert after the words ‘work stoppages’ the words ‘assault’.”

Amend Section 17.8.2 as follows:
“In the second paragraph following the phrase of stoppages of work insert the word ‘assault,’ and the third paragraph of the ‘penalties for insert the word ‘assault’.”

Insert the following new language immediately following paragraph 3:
“For first offenses ‘assault’ Minimum penalty, one year’s suspension from work. Maximum penalty, discharge.”

“For second offense assault: Mandatory cancellation from registration list upon request of either party.”

“The exceptions shall not be dependent upon the existence of a prior conviction, and in determining guilt averted, unless there is a court decision.”

This section adds as a named offense to Section 9.1.1 of the green book.

X. High Piles

Add a new Section 1.26 as follows:
“Any standard maximum load of cargo as defined in Section 14 of the Master Conference Agreement and hereinafter referred to as a hard load may be dock stored just as it left the hatch or rearranged if necessary in order to be doubled up or high piled, so that cargo shall be considered high piled unless stored more than two loads high.”

“Provisions relating to sorting or sub-

port of cargo shall be prohibited by the drayman from taking or rearranging such already sorted cargo for the purpose of properly loading the truck. Necessary, similar and similar commod-

ities are not high piled if the commod-

ity is dock stored for delivery to a truck in
piles not to exceed approximately six (6) feet in height."

[The number of loads within the contract stull load limits, as provided in Section 13 of the green booklet, cargo two high is not considered high pile.]

XI. Carfare Situation Los Angeles - Long Beach

The parties agree that the matter be referred to Local Labor Relations Committee and if not resolved at that level, the issue is referred to Coast Labor Relations Committee review.

XII. Four Hour Minimum

Add a new Section 3.221 as follows:

"3.221 When an operation cannot commence or continue at the starting time due to the cause of failure of at least the minimum required and properly ordered number of men to appear, then pay shall be as follows: 3.2211 Units not filled to minimum complement as provided in local working rules shall receive no pay unless they receive and accept an order to stand by and await additional men as needed to complete the minimum complement of men. Such standby shall, if accepted, be paid for and limited to one hour.

3.2212 Other units or men directly related to the operation who report for work as ordered shall be turned to. They may not receive pay for one hour after the balance of the work does not commence or continue thereafter because of insufficient men to work the operation. If they are so released they shall receive a four hour minimum in addition to the time they may have worked prior to the commencement of the shift.

3.2213 Where there are units of less than the minimum requirements of men shall be consolidated to provide proper complements of men so that the minimum shift as outlined is obtained.

(A new section relating to situations where an operation cannot commence at the designated starting time due to the failure to provide the minimum required number of men fails to appear.)

3.2214 When the required minimum number of men report and turn to as directed and work continues up to the midpoint of the shift meal hour and there are men as yet unreported, then either the men or the employer may determine that work cannot continue thereafter. When work ceases under these circumstances or if the employer determines that work cannot continue in the factory prior to the meal hour then the minimum pay for all related men or units shall be time worked or four hours, whichever is the greater.

3.2215 When the required minimum complement reports and the operation continues but is not as directed because of refusal of men to continue working (Sec. 3.41) pay shall be as follows:

3.2231 Such men or units of men refusing to continue work shall be paid on the basis of time worked.

3.2232 Related men or units of men shall be shifted to other work, or shall be released with a four hour minimum.

3.2233 Such a stoppage of work shall not be considered a violation of this Agreement.

XIII. Vacations

Section 7.122 shall be revised as follows:

In place of "twenty-five (25)" insert "twenty (20)."

Add a new Section 7.136 to read as follows:

"2. Handling lines and hauling ship.
3. Review of penalty cargo list as provided in Section 13.42 of the Coast Longshore Agreement.
4. Rates and conditions for crane drivers as per Section 6.35 of the Master Contract Agreement."

(For the purpose of the above is:
1. To implement the Caucus decision to open the question of registering more men in some commodities no longer handled and possibly to add new ones. 4. To establish competitive rates for crane drivers.)

XX. Jobs of Short Duration

The parties agree that Coast Labor Relations Committee Minutes, Meeting No. 25, October 30, 1961, Item 1 be amended to add the following:

"A skilled man of short duration must be one supplementing a skilled man of the same skill already on the job on the shift which the requirement for such a skilled man occurs. Each shift stands on its own insofar as employment of short duration is concerned."

XXI. Swingmen

Agreed that the interpretations handed down through Coast Labor Relations Committee Minutes of December 27, 1961, Meeting No. 28, in reference to the utilization of swingmen properly represents the position of the parties. The applicable portion of those Minutes reads as follows:

"The Coast Committee reviewed the discussion in the meeting they had with the language proposed by the Union concerning preferential assignment of dock work to men either old or disabled who was not included in the settlement, but in principle the Employers agreed with the Union on this matter.

"The Coast Committee agrees in general with its previous working containing in C.L.R.C. Meeting No. 3, February 17, 1960, that swingmen will not be ordered for the purpose of making up a dock unit with which they shall be or be a part of, if in the opinion of the Employer cannot be used on the dock. In other words, the Employer should use good judgment in the amount of dock work involved, and play dockmen's part as well as they can. To ensure that old or disabled dock men are used whenever possible in preference to new green men when necessary."

XXII. No Discrimination

The parties hereby state that during the negotiations resulting in this Memorandum of Understanding they have held discussions concerning the provisions of Section 13, No Discrimination, of the Basic Agreement and agreed that the parties are jointly responsible for total implementation of the provisions of the above section and the Union agrees that it will administer its internal affairs so as to fulfill its share of this joint responsibility.

XXIII. Clerks

(See box summarizing Clerks' items.)

XXIV. Local 6

In reference to the discussions between the parties concerning the status of the agreement between ILWU Local No. 6 and East Bay Marine Terminals Association as it relates to the Master Agreement, the following four (4) paragraphs constitute the Memorandum signed by PMA, East Bay Marine Terminals Assn., and ILWU International officer, and ILWU Local No. 6 on June 14, 1962:

1. M and M Fund guaranteed in consideration of recognition that relevant provisions of Master Contract be applied to East Bay Terminal work for term of Master Contract without any period of time to be added. (For the purpose of the above is:)
2. Parties to negotiate for 30 days to determine the way to integrate the two contracts as to methods of work, terminations, working conditions, and pay and fringes.

3. Discussions between No. 6 and No. 10 to continue. If agreement reached as to merger, then results of paragraph 2 above to be part of Master Contract. If No. 6 retains its identity, then results of paragraph 2 to be an addendum to Master Contract.

4. If no agreement is reached in 30 days (or in an additional period of time mutually agreed upon) the parties shall
June 29, 1962

The DISPATCHER Page 8

have the right to revert to original positions.

XXV. Results of Review of Arbitration Awards
1. S.F. Nagel 4/7/41
Nagel, Rehearing Requesting More Time to Examine
Requested by CLRC
2. S.F. Nagel 8/7/41
Nagel, Rehearing Requesting More Time to Examine
Requested by CLRC
3. Seattle Meehan 5/19/41
Meehan, Request for Additional Information
Requested by CLRC
4. Seattle Meehan 5/19/41
Meehan, Request for Additional Information
Requested by CLRC
5. Seattle Meehan 6/3/41
Meehan, Request for Additional Information
Requested by CLRC
6. S.F. Kagel 11/3/41
Kagel, Additional Information
Requested by CLRC
7. E.A. Bulcke 4/1/42
Bulcke, Requesting More Time to Examine
Requested by CLRC
8. Seattle Meehan 5/18/41
Meehan, Request for Additional Information
Requested by CLRC
9. Seattle Meehan 8/12/41
Meehan, Request for Additional Information
Requested by CLRC
10. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
11. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC
12. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
13. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC
14. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
15. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC
16. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
17. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC
18. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
19. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC
20. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
21. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC
22. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
23. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC
24. Seattle Meehan 8/22/41
Meehan, Request for Additional Information
Requested by CLRC
25. Seattle Meehan 8/13/41
Meehan, Request for Additional Information
Requested by CLRC

Agreement Reached in 1962 for Clerks

Wages
The straight time rate for clerks is increased by 2% on August 1, 1962, bringing the straight time rate to $3.05. The overtime rate is increased by 1%, bringing the straight time rate to $3.66 and the overtime rate to $4.00.

Preferred Clerks
Insert in proper place in Section III of the Master Clerk’s Agreement the following:

"Preferred Clerks shall be those employees who have rendered at least 15 years of service in the clerical field and have been recommended to the Coast Arbitrator for continued employment."

XXVI. Prorated Disability Payments
The ILWU-PMA Pension Plan will be amended to provide for prorated disability payments similar to reduced pension payments as presently set forth in the Plan for men who are permanently disabled and not entitled to Workmen’s Compensation, and who have 13 or more years of qualifying service. The amendment will be effective October 1, 1962, for employees who begin or after that date and prorated disability payments shall be retroactive to January 1, 1962, for men who are presently qualified applicants. The Welfare coverage of such men will be determined upon the basis of their individual qualifications as provided under the present Welfare Plan and not on the basis of their being pensioners.

XXVII. Pension and M&M Matters to Be Discussed in CLRC
The parties agree to discuss the following matters in Coast Labor Relations Committee:
1. Whether the Pension Plan should be amended to allow a man who retires on social security to keep his eligibility for an ILWU Pension even though he cannot work sufficient hours to qualify for pensions because the social security law restricts his earnings in each year.
2. Whether the Pension and Mechanization Plans should provide coverage for longshoremen and clerks who become supervisory employees for PMA companies, and, if so, what kind of coverage should be provided and under what eligibility rules. If it is agreed that the Plans should be amended with respect to this matter, the parties shall discuss the effective dates of the amendments but Mechanization Fund coverage will be effective only on or after July 1, 1961.

XXVIII. Welfare
The Employer contributions will be increased by $1.00 per hour effective 8:00 A.M. Monday, July 30, 1962. Accordingly, the new rate of contribution will be $1.85 per hour, and this rate will remain in effect until changed by further agreement or by the parties upon an onerousness issue.

Agreement Reached in 1962 for Clerks

Planners and Receiving Bookmen
It was agreed that PMA Draft #6, July 3, 1962, describes clerks’ work. Further, it was agreed that when an Employer desires to have such work performed in the dock area, clerks shall be employed to do it. Any questions arising as to the application or interpretation of PMA Draft #6 as it applies to covered work in the dock areas shall be subject to review by Coast Labor Relations Committee and shall be referred, if necessary, to the Coast Arbitrator for final resolution.

Manning Implementation
A joint committee shall start observation of operations no later than July 9, 1962, and shall visit all ports involved within 60 days thereafter. The clerks’ Coast Committeeman will be part of this team.

In addition to the above, other provisions of the coastwide agreements relating to the payroll period, stop work meetings, scheduled day off, assault cases, 4-hour minimum, no discrimination, welfare, pre-vested disability pay-ments, pension and M&M matters, vacations, review of registration lists, are applicable to the Clerks’ contract.

XXIX. Protection of Pension, Eligibility When Men Work Instead of Retiring
The parties agree to amend the Supplemental Agreement on Mechanization and Pensions to provide that once a man who could have voluntarily quit the work force and satisfied the requirements for a vesting benefit, such man shall not lose his eligibility for a vesting benefit by reason of this amendment but he can quit the work force on or before his sixty-eighth birthday or on or before July 1, 1962, whichever occurs first.

XXX. Protection of Pension, Eligibility When Men Work Instead of Retiring
The parties agree to amend the First Amended ILWU-PMA Pension Agreement to provide that once a man who could have retired and satisfied the requirements for a pension or reduced pension payment by reason of this amendment, he will not lose his eligibility for the pension payment he could have qualified for solely because he subsequently fails to work sufficient hours for a qualifying year of service. Before a year will be counted when computing the amount of a reduced pension payment only if it is a qualifying year of service. A man will not be eligible for a pension or reduced pension payment by reason of this amendment until he retires and meets the other eligibility requirements for such benefit, nor will a man be eligible for a pension or reduced pension payment by reason of this amendment unless he retires on or before his sixty-eighth birthday.

XXXI. Term of Agreement
 Amend Section 29.2 of the Coast Longshore Agreement and the appropriate Section of the Clerks Master Agreement to read as follows:

"29.2 Any item in this Agreement except Modernization and Mechanization and Pensions shall be subject to review on June 15, 1965, at the request of either party. Modernization and Mechanization and Pensions are reviewable as provided in the respective Supplementary Agreements.

XXXII. Agreements Other Than the Coastwide Contracts
All Longshore and Clerks Local Agreements between Pacific Maritime Association or its members and International Longshoremen’s and Warehousemen’s Union shall be modified in accordance with the changes herein provided, and shall be extended without other changes, except by mutual agreement.

The parties hereby reaffirm their position that all local Agreements are to be brought under the Coast Agreements and that they shall endeavor to accomplish this mutual objective as rapidly as possible.

This MEMORANDUM OF AGREEMENT is dated June 22, 1962, and shall become effective upon ratification by the parties.

PACIFIC MARITIME ASSOCIATION on behalf of its members
J. PAUL ST. SURE
INTERNATIONAL LONGSHOREMAN'S AND WAREHOUSEMEN'S UNION on behalf of itself and all Longshore and Marine Clerks Locals in California, Oregon and Washington
HARRY BRIDGES