ILWU Locals
Demonstrate
In Stockton

STOCKTON — Over 200 members of four ILWU locals at the Port of Stockton launched a demonstration before the port administration building to support Local 6 in a serious dispute in protest of "back-door deals" to cheaper wage rates and reneging on agreements.

Backing up some 100 Local 6 warehousemen who walked off their jobs Friday morning August 15 and have been picketing Warehouses 5 and 6 here, were Local 54, longshoremen; Local 34, clerks, and Local 91, walking bosses.

"Our beef is with the port, and not with any other unions," Local 6 President Curtis McClain said. He was joined by Local 54 President Edward P. "Pete" Fuller, who said the "demonstration involves the work situation and declining business at the port."

An important target of the demonstration is port director George Hench, on whom the four ILWU locals placed primary responsibility for the port's "stagnation and decline" and who was responsible, the ILWU locals claim, recommended the lease with Max into account that there might be a disruption of labor practices.

The message, signed by the four titled ILWU officers, notes that BC members have been working on a day-to-day basis since the contract expired July 31.

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Stop-work meetings in BC ports unanimously rejected the employers' first offers, and no worthwhile proposals have been made since.

Meanwhile, ILWU officials charge, shipowners and shippers have been drying up the ports and appear to be developing a boycott of British Columbia.

ILWU Warns BC Employers
"Don't Try to Divert Ships"

SAN FRANCISCO — An urgent message to all ILWU locals on the West Coast, Alaska and Hawaii reaffirmed pledges of full support to ILWU Canadian area waterfront workers in the event of a strike and warned shippers that any cargo diverted from BC to other ports may not be worked.

No worthwhile proposal to the union for a settlement has been forthcoming from the employers' association. Rather it seems evident that steamship owners and shippers of cargo may have been alerted that for the time being it is well to divert cargo in ships from British Columbia ports, resulting in something closely resembling a boycott of British Columbia.

"The International officers of the ILWU, being fully apprised of the nature of the situation in BC, and in keeping with official action of the International Executive Board meeting in San Francisco last June, have resolved to advise all waterfront locals of the Pacific Coast and in the states of Hawaii and Alaska that if need be and in the event of a waterfront strike of our ILWU Canadian Area, the national union reserves the right to refuse to work ships and cargo diverted from BC ports."

The negotiators also agreed on full parity for pensioners by 1971, with pensions raised to $190 retroactive to July 1, 1969 upon ratification; then $200 a month, starting July 1, 1970 and $235 effective July 1, 1971, plus a cost of living review.

Stop-work meetings are being scheduled by all waterfront locals from Bellingham to San Diego where members can debate the issues and also receive further explanation from negotiating committee members. Separate bundles containing the full text of the Supplement will be available at all stop-work meetings.

Container, Pension Pacts Approved

ILWU Warns BC Employers
"Don't Try to Divert Ships"

SAN FRANCISCO — The long-awaited contract covering work at container freight stations on or adjacent to the docks was approved August 15 by the ILWU Longshore and Clerks' Negotiating Committee.

The document (printed in full in this issue of The Dispatcher) is subject to ratification by Pacific Coast longshoremen and clerks.

The message, signed by the four titled ILWU officers, notes that BC members have been working on a day-to-day basis since the contract expired July 31. Since then, the union has been working on a day-to-day basis and attempting to negotiate with the British Columbia employer's association.

The message, signed by the four titled ILWU officers, notes that BC members have been working on a day-to-day basis since the contract expired July 31.

The International officers of the ILWU, being fully apprised of the nature of the situation in BC, and in keeping with official action of the International Executive Board meeting in San Francisco last June, have resolved to advise all waterfront locals of the Pacific Coast and in the states of Hawaii and Alaska that if need be and in the event of a waterfront strike of our ILWU Canadian Area, the national union reserves the right to refuse to work ships and cargo diverted from BC ports.

All longshore, clerk and walking boss locals were asked to include full support to Canadian Area locals on their agenda at stop work meetings where the container contract will be discussed.

(The message, signed by the four titled ILWU officers, notes that BC members have been working on a day-to-day basis since the contract expired July 31. Since then, the union has been working on a day-to-day basis and attempting to negotiate with the British Columbia employer's association.)

"The ILWU affirmed the last Executive Board's motion of full support and warned that in the event of a waterfront strike the entire union "reserves the right to refuse to work ships and cargo diverted from BC ports."

MESSAGE

The full text of the message to all ILWU locals follows:

"The ILWU Canadian Area in the next few weeks may be forced to strike in all ports of British Columbia. The contracts between the union and the British Columbia Maritime Employers Association expired July 31. Since then, the union has been working on a day-to-day basis and attempting to negotiate with the British Columbia employer's association.

"No worthwhile proposal to the union for a settlement has been forthcoming from the employers' association. Rather it seems evident that steamship owners and shippers of cargo may have been alerted that for the time being it is well to divert cargo in ships from British Columbia ports, resulting in something closely resembling a boycott of British Columbia.

"The International officers of the ILWU, being fully apprised of the nature of the situation in BC, and in keeping with official action of the International Executive Board meeting in San Francisco last June, have resolved to advise all waterfront locals of the Pacific Coast and in the states of Hawaii and Alaska that if need be and in the event of a waterfront strike of our ILWU Canadian Area, the national union reserves the right to refuse to work ships and cargo diverted from BC ports."

All longshore, clerk and walking boss locals were asked to include full support to Canadian Area locals on their agenda at stop work meetings where the container contract will be discussed.

(See editorial, page 2.)

Contract Text
See Pages 3, 4, 5 and 6

Comment on Fact
See 'On the Beam'
Page 2
O ur union brothers in British Columbia have been working on a day-to-day basis with- out a contract since July 31 and, with no decent offer forthcoming from the employers, the dock workers find their patience is wearing thin.

The Canadian Area ILWU insists five keeping

The Coast Committee is utilizing the column space in this issue in order to present a brief explanation of several important items in the proposed Container Freight Station (CFS) supplement.

**The FIRST PART of the agreement deals with the stuffing and unstuffing of containers.** The committee believes the section of the proposal which creates the most difficulty for rank-and-file interpretation will be Section 1.5, entitled "Transition Period."

This section intends the purpose of this contract supplement to have all container work brought to CFS by June 30, 1970, which is often said "however" or "except," etc. It certainly was the main aim and objective of the union to require PMA employers to agree that at a stipulated time all stuffing and unstuffing of containers and vans would be at docks or adjacent dock areas under either the Pacific Coast Longshore Agreement (PCLA) or under the property loading Agreement, which is a supplement to the PCLA.

It is a fact however—and the employers const- antly emphasize the fact that present steamship maneuvering equipment, which is the PMA and not the PMA have had outstanding agreements, and containers and vans away from the docks. Such agreements are legal and binding and, in most cases, have some months to go before they expire.

The union is forced to recognize this fact and must strive with such bargaining power as we have to limit the period of time needed to transfer all the stuffing and unstuffing of containers and vans to a dock or dock area.

Therefore, though the proposed agreement provides for stuffing and unstuffing—as far as PMA companies are able to control and that the stuffing is agreed upon, this limitation must be put in the contract supplement by this June 30, 1971, the transition provision does allow existing contracts (be- tween PMA employers and unions) to run their course. In certain cases this means they run right through to June 30, 1971.

**What, THEREFORE is the main gain won for the endeavor from this supplement?** The Coast Committee believes the main gain is a flat commitment, made in writing, to have all container stuffing and unstuffing done on the docks or dock areas either under the Pacific Coast Longshore Agreement, or under the CFS Agreement, which will be in effect as of June 30, 1971. There are exceptions such as manufacturers' or shippers' loads that are wrapping full loads coming to and from factories or other non-utility cargoes, and certain cargoes shipped by non-vessel operators.

A section of extreme importance, dealing with scope of work, states specifically that all the work of stuffing and unstuffing containers and vans away from the docks is for the same reasons set forth under the PCLA and subject to the grievance machinery of the (PCLA or the CFS Agreement). Registered quilters can return to a joint dock hall.

The Container Supplement also provides for all longshoremen from either agreement to receive $185 monthly and pro-rated portions.

The employers agreed to full parity, but not early on the 1971. They offer to a $35 a month increase, effective July 1, 1969; a further $10 increase by July 1, 1970, and a total of $233 per month by July 1, 1971, plus a cost of living review applicable to all pensioners in July 1971.

The new agreement, if ratified, will eliminate misunderstandings which have occurred under the ILWU-IBT memorandum, so that stuffing and unstuffing of all vans and containers on the docks will be done under either the PCLA or the CFS Supplement.

One very proper and important question that will be in the minds of rank-and-file longshoremen and clerks who have been working the night shift, and the question of work restrictions and then go to vote either ratify or reject the agreement, is this: What will be the situation if we reject the CFS Supplement?

The only answer we on the Coast Committee can make is that the Container Committee is aware of the situation that exists, and will simply continue to exist until 1971.

As such the ILWU are already struggling in every possible way to preserve its jurisdiction and to keep the peace with the other diesel companies—whether in the PMA or not—to try to live up to the principles set forth in the Container Agreement. It is the principle that stuffing and unstuffing containers and vans on docks or adjacent to the docks is longshore work and should be done by longshoremen and clerks. and sweeping strides as challenging times and

While the union tried to bar- gain across the table some employers apparently used this period to try drying up the port, even to the point of boycotting ships and cargoes.

To that kind of shenanigans Canadian ILWU dock workers know how to answer—as only workers can answer as a last resort. They may strike! They may be forced to hit the bricks soon, and they will depend on the complete backing of every other ILWU member. From the ports of the West Coast, Alaska and Hawaii, from warehouses, from pipelines and from oil and tourist industry workers, from countless and chemical workers, from wherever the ILWU banner flies, a strike of any ILWU member be- comes every other member's responsibility.

West Coast waterfront workers have a spe- cial responsibility because there is a possibility Canadian shippers will try to divert cargoes. All regular and stop-work meetings in the next weeks are being asked to support the nation's request to support Canadian long- shoremen and refuse to work any diverted ships.

The Canadian area's good will has been maintained. Canadian workers and American workers are the same kind of people and, indeed, work for the same wages and working conditions.

Canadian workers and American workers are the same kind of people and, indeed, work for the same wages and working conditions. In most cases owned and controlled in the USA.

But our Canadian brothers have a powerful pride in their independent ability to negotiate a contract that represents their own particular conditions and aims.

They're tough in a fight, and if they have to strike, they have to depend on the muscle of the whole ILWU. International working- class solidarity is a much-used term. We may sometimes have an opportunity to put those words into action—backing them up all the way!
Text of Container Freight Station Supplement

SECTION I

SCOPE OF WORK

1.1 The stuffing and unstuffing of containers in a Container Freight Station (hereafter referred to as a CFS) is work covered by this Supplement.

1.2 The coastwise referendum procedure will follow the rules adopted by the 1968 longshore caucus which divides the longshore and clerks' Pacific Coast membership into voting units (one unit each for the four major locals, one unit for the four clerks' locals, one unit for all the small ports in each of the states of Oregon, Washington and California).

1.3 Longshoremen employed under the Pacific Coast Longshore Contract Document may load such cargo without sorting the container freight station under this supplemental agreement to the point of rest on the container freight station employees.

1.4 All machinery, equipment and other tools now or hereafter used in a CFS shall be owned by the CFS, or operate to the CFS, or be held on the way to or from a CFS.

1.5 An employee of one CFS shall not at any time be transferred to longshore work outside the CFS under the Supplement, approved by the ILWU Longshore and Clerks' Negotiating Committee, which recommends ratification by the entire longshore and clerks' membership.

1.6 The wage rates in the CFS Supplement are increased to $200; on July 1, 1971 as of July 1, 1969. On July 1, 1970 these pensions as well. The first $25 pension increase of votes against a proposition, the veto shall kill the proposition. In this case a second referendum will be taken and a two-thirds majority vote would be required to override the veto. (The referendum procedure regarding veto power on a new agreement is spelled out on this page.)

The Longshore and Clerks' Negotiating Committee instructed the officers and the coast committee to print and distribute ballots and denote a period in which all locals would vote at approximately the same time.

The voting period will be September 24, 25 and 26, 1969.

The result of the balloting must be reported to the Coast Committee no later than October 1, 1969. All ballots must be returned to the International office, 150 Golden Gate Avenue, San Francisco, California 94102, and be in the hands of the Coast Committee no later than October 3, 1969.

The Longshore and Clerks' Negotiating Committee, which recommends ratification by the entire longshore and clerks' membership.
1.53 Containerized Cargo Operations, Foreign Trade:

1.531 The parties agree that inbound container carriers to a consignee and delivered by steamship company without checking of contents can move straight through to the consignee.

1.532 The Employers agree that containers shipped to a CFS company without checking of contents can be stopped only at the end of the straight time operation at any time. The pay of any steady man who has completed his probationary period, having due regard for the continuity and nature of the work.

1.533 The parties agree that outbound shippers' loads may go direct to the vessel.

1.534 The Employers agree that outbound cargo not shipped to CFS loads will be stuffed or containerized by men working under this Contract Supplement or under the Pacific Coast Longshore Contract Document, except that a period of six (6) months following the date this Contract Supplement is placed in effect, PMA members shall have permission to stuff full containers from consolidators and put them aboard ship. The Employers will keep a daily log of all shipments during the six-month period and at the end of the period the Union will have access to such records so that it is determined that the practice involves a minimal number of containers, the Employers will be permitted to containerize the cargo as directed by the employer.

1.54 Handling of consolidators' or freight forwarders' loads shall be the same as under the foreign trade provisions, and subject to the same time period, reporting and review.

1.6 It is further understood that a non-PMA company operating a CFS facility may join PMA and become covered by this Contract Supplement and it will be treated as if it were a party to the agreement established by PMA as being applicable to obtaining such membership.

1.7 Any questions arising as to the application or interpretation of Section 1.52 of the PCL or as part of Section 1.53 of this Supplement as it applies to covered work in the dock areas shall be subject to review by the Joint Coast Labor Relations Committee and shall be referred, if necessary, to the Coast Arbitor for final resolution.

SECTION 2

STRAIGHT AND OVERTIME HOURS

2.1 The basic, normal or regular workday and workweek of CFS employees shall be eight (8) hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, subject to the basic, normal or regular workday or workweek is overtime work. All work on Agreement holidays is overtime work.

2.2 Meal time shall be one (1) hour.

2.21 The established noon meal period shall be two (2) hours between 11:00 a.m. and 1:00 p.m. and the meal hour shall be one (1) hour within such period beginning at 11:00, 11:15, 11:30, 11:45 or 12:00 noon.

2.22 The midshift meal hour on the second shift shall be paid at time and one-half the overtime rate for the fifth hour after the starting time. The two meal hours constituting the established meal period.

2.23 CFS employees shall go to meals as directed by the employer and shall return to complete their shift.

2.231 Men not required to work over six (6) hours without an opportunity to eat on any of the shifts herein provided.

2.232 CFS employees are entitled to a 15-minute relief period on each shift and a 30-minute relief period during the noon meal period, involved, having due regard for the continuity and nature of the work.

2.31 CFS employees shall take their relief as directed by the employer, and there shall be no abuse of such relief periods by the employees and the employer.

2.32 Meal times are to be starting, resuming and finishing work as directed by the employer.

2.4 The standard workshift shall be eight (8) hours in any single continuous period.

2.41 Extended time may be worked to finish cars, trucks and containers, either inbound or outbound. Such work is required to meet efficient operational needs. There shall be no gimmingick of this provision.

2.411 When working extended time, CFS employees are paid time and one-half for the first hour of overtime in any single continuous period and thereafter time and two-thirds for each additional hour.

2.412 Working supervisory CFS clerk: $4.73.

2.5 The employer may operate on the second shift where there is no designated second shift or a designated third shift.

2.51 Extra employees hired for work on a second shift where there is no designated second shift shall be paid time and one-half the basic straight time rate.

2.52 Extra employees hired for work on a third shift from 1:00 a.m. to 8:00 a.m. where there is no designated third shift shall be paid for such time and one-half the basic straight time rate.

SECTION 3

GUARANTEES

3.1 Steady men.

3.11 During his probationary period, any steady CFS employee called and reporting for duty at the designated starting time shall be paid for his work or pay at the regular hourly rate. If no work is available he shall receive four (4) hours' pay at the regular rate.

3.12 Any steady employee who has completed his probationary period and is called and reports for work at his designated starting time on Monday shall be guaranteed forty (40) hours' pay at the regular rate, subject to 3.13 and 3.14.

3.13 A steady employee absent due to illness or injury or with permission of the employer shall be paid for hours worked during that payroll period. A steady employee who is absent without good reason shall be paid for hours worked during that payroll period and shall be subject to disciplinary action.

3.14 During any week in which a holiday falls on a Monday, the guaranteed weekly guarantee of forty (40) hours is reduced to thirty-two (32) hours.

3.2 Extra labor.

3.21 Any Class A or Class B registered employee dispatched and reporting for CFS extra labor pay and per diem shall be guaranteed a minimum of eight (8) hours' pay at the regular hourly rate. If no work is available, they shall receive four (4) hours' pay at the regular hourly rate.

3.22 All nonregistered men dispatched and reporting for CFS extra labor duty shall receive a minimum of eight (8) hours for the initial day and for every day turned to from that day on until released.

3.3 Acts of God: The provisions of this Section shall not apply in the event work is not available or possible due to fire, flood, earthquake, power failure or other acts of God, or as a result of ILWU local, the transition period will end no earlier than the expiration dates of such agreements, and ILWU locals, the transition period will end no earlier than the expiration dates of such agreements or other contracts plus the additional necessary time to build, lease, or provide for a new facility or expansion of present facilities if such is required. There shall be no guarantee of forty (40) hours to be paid.

3.31 There shall be no guarantee for any CFS employee who is released for cause or who quits with permission of the employer, or who is turned to and works less than his guaranteed time by reason of illness or injury. Such CFS employees shall be paid only for their actual working time.

3.32 When men are knocked off work six (6) minutes or more after the even hour, they shall be paid for that time when knocked off thirty-six (36) minutes or more past the even hour, they shall be paid for the entire hour.

SECTION 4

WAGES

4.1 The basic, normal or regular straight time wage rates for CFS employees provided for herein shall be as follows:

4.11 CFS utilitymen and CFS clerks: $4.30. Effective January 12, 1970 the rate shall be $4.50 and that rate shall remain unchanged through June 30, 1971.

4.12 Working supervisory CFS clerks: $4.73. Effective January 12, 1970 the rate shall be $4.95 and that rate shall remain unchanged through June 30, 1971.

4.2 Straight and overtime rates shall be paid according to the following:
SECTION 5 VACATIONS

5.1 Steady CFS employees shall be paid vacations in accordance with the terms and conditions of the Pacific Coast Longshore Contract Document except that in all circumstances each week's vacation pay shall be forty (40) times the applicable straight time rate.

5.2 In conformity with 7.23 of the PCLCD hours worked by registered men shall be interchanged with hours worked under the Pacific Coast Longshore and Clerks' Agreement. Vacation pay shall be in accordance with the terms of that Contract Document or supplement under which more than half of the total hours for the year were worked.

SECTION 6 DISPATCHING, REGISTRATION AND PREFERENCE

6.1 Steady men:

6.11 Each CFS under this Contract Supplement shall be furnished a basic complement of men to work on a steady basis in the number determined by the employer to meet the anticipated regular employment needs.

6.111 Orders placed at the joint ILWU-PMA dispatching halls for employees to work on a steady basis shall be limited to those CFS Utilymen specifically assigned to the operation for which a penalty rate is paid.

6.2 Extra CFS labor to supplement the steady workforce. It is important that the employers, in determining the number of men for a CFS to be placed, shall be paid at the applicable straight time rate.

6.21 Orders for extra CFS labor shall be placed at the joint ILWU-PMA dispatching halls to such jobs, subject to first preference to Class A registered men and second preference to Class B registered men.

6.22 The overtime rate.

6.23 If the local dispatching hall fails to provide the number of registered men requested by the employer on a steady basis, then such individual employer shall be free to employ other workmen of his own choosing. Workmen so hired shall be entitled to steady employment under the terms and conditions of the Contract Supplement.

6.24 Extra CFS labor to supplement the steady workforce. It is important that the employers, in determining the number of men for a CFS to be placed, shall be paid at the applicable straight time rate.

6.31 Orders for extra CFS labor shall be placed by the employer at the ILWU-PMA dispatching hall not later than the day before such men are required. Extra labor shall be dispatched as a local joint dispatching rule except that such men can be given their dispatch prior to the day they are to report.

6.32 If sufficient men are not available through the dispatching hall, the employer shall be free to employ extra CFS labor from other sources of his own choosing.

6.32 Extra CFS labor may be continued on the payroll at a CFS but not after the end of the weekly payroll period.

6.4 Penalty cargoes.

6.41 CFS Utilymen.

6.411 In addition to the basic wage for CFS work additional wages to be paid include penalty related to the percentage applied to the base rate to produce the shift differential rate or the overtime rate.

6.42 Shift differential: For work of any CFS employee on a designated second shift there shall be a shift differential of 33 1/3% above the rate, except that such men can be given their dispatch prior to the day they are to report.

6.421 In addition to the basic wage for CFS work additional wages to be paid include penalty related to the percentage applied to the base rate to produce the shift differential rate or the overtime rate.

6.422 The overtime rate shall apply to all hours worked in excess of eight (8) hours on the day shift.

6.423 The overtime rate of 1.5 times the straight time rate shall apply to all hours worked in excess of eight (8) hours on the day shift.

6.424 The overtime rate of 1.5 times the straight time rate shall apply to all hours worked in excess of eight (8) hours on the day shift.

6.425 The straight time rate shall apply to all hours worked for which a penalty cargo rate is applicable.

6.426 Penalty Cargo rates where applicable shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified in Wage Rate Schedule (Penalty Cargo List) of the PCLCD.

6.427 Paragraph 6.42 of the PCLCD is not applicable. Penalty Cargo rates where applicable shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified in Wage Rate Schedule (Penalty Cargo List) of the PCLCD.

6.428 No travel time or travel allowances shall be paid.

6.429 Paragraph 6.42 of the PCLCD is not applicable.

6.43 Shift differential: For work of any CFS employee on a designated second shift there shall be a shift differential of 33 1/3% above the rate, except that such men can be given their dispatch prior to the day they are to report.

6.431 There shall be no pyramiding of overtime.

6.44 No travel time or travel allowances shall be paid.

6.45 The straight time penalty rate for working explosives shall at all times equal the basic straight time rate.

6.461 Paragraph 6.46 of the PCLCD is not applicable. Penalty Cargo rates where applicable shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified in Wage Rate Schedule (Penalty Cargo List) of the PCCCD.

6.462 Paragraph 6.46 of the PCCCD is not applicable. Penalty Cargo rates where applicable shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified in Wage Rate Schedule (Penalty Cargo List) of the PCLCD.

6.463 In addition to the basic wage for CFS work additional wages to be paid include penalty related to the percentage applied to the base rate to produce the shift differential rate or the overtime rate.

6.464 CFS Clerks.

6.465 In addition to the basic wage for CFS work additional wages to be paid include penalty related to the percentage applied to the base rate to produce the shift differential rate or the overtime rate.

6.466 Paragraph 6.46 of the PCCCD is not applicable. Penalty Cargo rates where applicable shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified in Wage Rate Schedule (Penalty Cargo List) of the PCCCD.

6.467 Paragraph 6.46 of the PCCCD is not applicable. Penalty Cargo rates where applicable shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified in Wage Rate Schedule (Penalty Cargo List) of the PCCCD.
8.21 Notice of return to work shall be given to the laid off employee by certified mail, return receipt requested, directed to the last address on record with the company who laid him off. A copy of such notice shall be sent to the ILWU-PMA dispatching hall.

SECTION 9
GRIEVANCE PROCEDURE

9.1 Section 17 of the Agreement applies to this Contract Supplement and is supplemented by the following:

9.11 Any disagreements as to the facts involved in the application of the rules set out in 1.11, 1.24, 1.25.1, 1.25, 6.21 and 6.22 shall be carried on through the grievance-arbitration procedure of Section 17 of the Agreement, except that decisions reached at the local level by joint agreement or by the Area Arbitrator shall be final and binding.

12.12 If mutual agreement by the Joint Area Survey Team acting under 1.13 is not reached because this machinery becomes stalled or fails to work or for other reason, the issue may be carried further on written request of the local party on either side. The request may immediately be referred to the Area Arbitrator as a mediator. However, if there is no mutual agreement for mediation or if there is not agreement through mediation, the issue may be submitted by either party to the Area Arbitrator who shall decide the issue. There shall be no further steps in the grievance-arbitration procedure as to the decision on the facts as to any issue hereunder. Should there be any failure to participate in any step of the foregoing machinery or should the foregoing machinery become stalled or fail to work, then matter shall automatically move to the next step which may include ex parte arbitration. Any arbitration proceeding hereunder shall be given preference over all other issues, including those referred to in 17.283 of the Agreement.

9.13 The Area Arbitrator shall clearly state the facts and other circumstances as to the termination, which shall be final and binding as to the specific set of circumstances submitted in that specific case by the employer. However, should an Area Arbitrator's decision deny the employer the right to establish that proposed CFS, such decision shall not preclude that employer from presenting future proposals for operation of a CFS.

SECTION 10
GENERAL

The provisions of Sections 11, 12, 13, 14, 15, 16 and 18 of the Pacific Coast Longshore Contract Document 1966-1971 are applicable parts of this Contract Supplement. Other provisions can be reviewed, and their application or effect specified by mutual agreement.

SECTION 11
TERM OF CONTRACT SUPPLEMENT

The term of this Contract Supplement shall be the same as the Pacific Coast Longshore and Clerks' Agreement.

SECTION 12
HEALTH AND WELFARE AND PENSIONS AND M & M

12.1 Employers shall contribute to the welfare and the pension funds as provided under the Pacific Coast Longshore and Clerks' Agreement.

12.2 Any CFS employee eligible for ILWU-PMA welfare benefits because of his longshore or clerk registration and work on the day before his first day of employment under the terms and conditions of this Contract Supplement shall continue to be eligible for benefits.

12.31 Registered men working as CFS employees shall enter, remain in, and be removed from the group of registered longshoremen and clerks eligible for welfare benefits under the terms generally applicable, except that hours of work as a CFS employee shall be considered as hours of work as a longshoreman or clerk in determining eligibility questions.

12.3 Any CFS employee, including any such employee not already having such eligibility under the Pacific Coast Longshore and Clerks' Agreement, shall be eligible for welfare benefits on the first day of the month after first completing three (3) months of continuous service, without layoff, under the terms and conditions of this Contract Supplement.

12.32 A steady CFS employee who has become eligible under 12.3 and lost eligibility under 12.31 shall, within the period that he retains seniority under 7.2 again become eligible for welfare benefits on the first day of the month following his return from layoff unless he has again been laid off during the month in which he was called back.

12.4 Time worked under this Contract Supplement by any CFS employee shall count as time worked as a longshoreman or clerk under the ILWU-PMA Pension Plan.

12.5 No registered Class A longshoreman or clerk who has had such service as to be eligible for M & M Fund benefits before date of this Contract Supplement and June 30, 1971, shall be deprived of his M & M benefits by accepting steady employment under the terms and conditions of this Contract Supplement.

12.6 Registered Class A longshoremen or clerks who accept work under this Contract Supplement and require additional service credit to qualify for M & M benefits during the period between the date of this Contract Supplement and June 30, 1971 inclusive, shall be given credit for hours worked under this Contract Supplement to the extent required so as to make them eligible for M & M benefits.

Pension Agreement

The agreement between the PMA and the ILWU that will bring about eventual parity in pensions between those now drawing $165 per month, and those that $235 per month, was contained in a letter from PMA vice president B. H. Goodenough to ILWU President Harry Bridges, which reads as follows:

July 24, 1969
Mr. Harry Bridges
International Longshoremen's and Warehousemen's Union
150 Golden Gate Avenue
San Francisco 94102

Subject: Pension Plan Changes

By copy of this letter I am requesting Justin Gross, Director of Negotiated Trusts Department, and Atty. Richard Ernst, to promptly prepare the necessary amendments to the pension plans in order to implement on ratification the agreement to changes in retirement income for those who retired on or before June 30, 1966. It is understood that the changes apply not only to those drawing the full $165.00 pension but to pro-rated pensions and pensions to widows in the group retiring prior to the 1966 date.

Very truly yours,

B. H. Goodenough

Pensions

$190, effective retroactive to July 1, 1969, upon ratification;

$200, effective July 1, 1970;

$235, effective July 1, 1971.

Cost of living review applicable to all pensioners July 1, 1971.

Referendum Procedure

Re: Veto Power on New Agreement

Any contract covering container freight stations (CFS) approved by the negotiating Committee appointed by the Longshore and Clerks' Caucus shall not become effective until submitted to the longshore and clerks' rank and file for referendum. The longshore and clerks' Pacific Coast membership shall be divided into voting units as follows:

Seattle: Local 19
Portland: Local 8
San Francisco: Local 10
Wilmington: Local 13
Clerks: Locals 34, 40, 52 and 63
Small Ports:
Oregon: Locals 4, 12, 21, 31, 49, 50, 53
Washington: Locals 1, 7, 23, 24, 25, 27, 32, 47, 51
California: Locals 14, 18, 29, 46, 54

Any one voting unit as above shall be accorded veto power over the coastwise Container Freight Station Supplement. If in any one unit a majority votes against the proposition, the veto shall nullify the proposition.
12,000 Enjoy Vancouver Family Picnic

VANCOUVER, BC — The annual picnic of Vancouver Local 500, held under sunny skies at Second Beach in Stanley Park, drew 12,000 longshoremen and their wives this year. According to local union officials it was the biggest yet.

Entertainment included a midget car school, races for adults as well as girls and boys, a sandbox contest, puppet show, a dance for teenagers with a dance band of their own, a dance for adults, the Squamish Indian Dance Band Troupe (most of whose members are the children of longshoremen).

Also, a rescue and life-saving display by the fire department, a men’s log rolling contest and a men’s tug of war.

Prizes handed out for various events totalled 1698, including one to every child five years and under who took part.

Food consumption at the gala event, reflecting the healthy appetites of the picknickers, included 7000 pounds of spuds for french fries, 2000 pounds of weiners (20,000 hot dogs), 25 gallons of relish, 30 gallons of mustard, 30,000 soft drinks, 1500 pints of milk for tiny tots, along with 2000 rolls, 800 slices of cake cups, popscicles, revels and fudgsicles.

The picnic expenses were met by a special assessment on the members' membership.

“

The emphasis this year was on children,” picnic committee chairman Pat Kelly and promotion manager Dave Lomas told The Dispatcher. “The general consensus of opinion was that our annual picnic is a great thing and getting better every year and that we should continue it with even more attention to the younger set in the years ahead.”

New Westminster Picnic Draws 3500

NEW WESTMINSTER, BC — The picnic of New Westminster Local 502 at Cultus Lake brought out 3500 longshoremen and their families, as well as pensioners.

Entertainment on the grounds included a merry-go-round, horseback riding, horseshoes, miniature golf, paddle boats, row boats, a speed boat for water skiing and bingo.

About $8000 was spent by the local out of general revenues to provide for entertainment, transportation and ice cream, pop, coffee and tea to all without charge.

Next Dispatcher Deadline September 3

CRDC Names New Officers; Urges Morse to Run Again

ASTORIA — Mike Wilson of Walking Bosses Local 92, Portland, was elected president of the Columbia River Delta Council (CRDC) here August 17. Rosalie Tamlin of Seafood Processing & Allied Workers Local 42, Coos Bay, was elected vice president — the first woman to be named to CRDC top office. Ernest K. Kredel, Local 8; Jim Linn, Local 50 and Mike Sinclair, Local 4 are trustees.

Fred Huntsinger, Local 8, was elected secretary-treasurer, defeating J. K. Shanahan of Local 40. A frequent convention delegate and several-times secretary of Local 8, Huntsinger replaces A. F. Stoneburg, who died August 6.

Stoneburg was remembered in a celebration of his life and in the spontaneous tributes of delegates. International representative James S. Fanta described him as a man “utterly loyal to ILWU and dedicated to its principles.”

It was noted that Senator Hatfield (R. Ore.) was the only ILWU-area Senator voting against the surtax, and that ABM, also opposed by Hatfield, had passed the Senate by one vote. ABM “could have been stopped right here in Oregon, if we had worked a little harder for Senator Morse,” CRDC lobbyist Ernest E. Baker told the delegates.

Many Oregonians are trying to get Morse to reenter politics. Both the state council of Machinists and the Oregon State Council of Laborers have endorsed him to run against Senator Morse.

Against possible attempts to abridge or undercut the basic rights of injured workers regarding third party suits.

A delegate who attended the meeting on crutches told the Council: “As one of the people now being harassed...I think that they are getting close to $70 a week...I can certainly testify to the need for an increase in compensation.”

A highlight of the meeting was a visit from Chet Meske, ILWU organizer vacationing with his family in Oregon, who brought greetings from Southern California.

In other actions, the Council:

- Wired greetings to the upcoming ILWU Pensioners “Holiday Convention” in Redding, Calif., and to the Oregon AFL-CIO state convention.
- Extended condolences to State Rep. Wally Priestley, a crusader against pollution and a legislator from Portland’s populous North Sub-district, on the death of his father.
- Commended the auxiliaries for joining the meat boycott. Secretary Huntsinger called the boycott and resultant publicity a “good example of economic pressure .... I think it did some good; the ladies should be supported in their campaign.”

ILWU Sends Observers to ALA Meeting

MONTEREY, Calif. — Three ILWU officers and four other representatives attended the west coast regional meeting here of the recently-formed Alliance for Labor Action (ALA).

Following instructions of the last ILWU Executive Board the titled officers acting on behalf of the ALA conference were Louise Goldblatt, secretary-treasurer, and William Chester and Jack Hall, vice presidents. President Bridges was scheduled to attend but had to cancel due to other union business.

The officers expressed great interest in the social action as well as labor programs of the ALA, but said they would reserve further comment until they present a full report to the next Executive Board meeting of the ILWU.

The ALA was formed last year by the International Brotherhood of Teamsters and the United Auto Workers. The president of the former organizations spoke at length about the new organization when he addressed the ALA's Biennial Convention of the ILWU last April in Los Angeles.

California Union-Busting Bill Blocked In Assembly

SACRAMENTO — A bill designed to cripple unions, opposed by all of California labor, was side-tracked in the assembly on a motion by Jesse Unruh (D-Ingelwood).

SB 1192, while aimed directly at the printing trades unions’ job protection measures, would have brought the state government into labor disputes on the side of employers.

The measure was pushed by the California Newspaper Publishers Association and other employer organizations. Although it was a labor bill, it was assigned to the Commerce and Public Utilities Committee, the committee expressly preferred by the CNPA, instead of to the Labor Committee.

Assemblyman Walter Powers (D-Sacramento) offered amendments to the bill, including one to prohibit use of professional strikebreakers, and another to give the unions strong support by David Roberti (D-Lancaster).

Unruh interrupted the debate to move that the bill be referred to the Labor Committee. Before a vote was taken, the Republicans caucused but were unable to hold all of their members in line. Unruh’s motion carried, 36 to 28.
Is Poverty Winning the War on Poverty?

By Albert Lannon

WASHINGTON, D. C. — The Nixon administration's welfare reform proposals, offered to allow the poor "their fair share of opportunity," raise major questions than they answer. The broad proposals appear headed for legislative trouble as labor, congressional liberals and the poor question whether the Nixon program is any improvement over the present welfare system which has come under fire from virtually all quarters.

Some sections are worth choć: The elimination of degrading "welfare sniping," removal of restrictions which contribute to family breakdowns; a network of child care centers aimed at teaching children instead of baby-sitting; job training and incentives for work.

The President declares his program "aims at getting everyone able to work off welfare rolls and onto payrolls." (Late figures, incidentally, suggest that out of 10 million people currently receiving assistance, only 8,000 are men able to work; the rest include the blind, crippled, elderly and children.)

But what kinds of jobs? The APL-CIO views the welfare proposals as using "federal funds to subsidize the employment of cheap labor" and urging government to become the "employer of last resort" to create jobs. Of special concern is the fact that while the administration wants to put people to work, unemployment is rising, particularly among minority groups.

A number of labor economists see welfare as "a loss of monetary policies leading to a recession.

The proposed benefit level of $1600 a year for a family of four is less than half of the poverty level. Couples without children and single people left out entirely. The federal base level would provide little or no improvement in the lives of poor people in industrial states where current benefits are relatively high.

It is estimated that one-third of those now in poverty are "working poor" who earn substandard wages. They would receive benefits under the Family Assistance program, but the $1600 yearly benefit would be reduced as earnings rose. A family of four, for instance, earning $2,000 in one year would receive a supplemental benefit of $890 — a step in the right direction but still far below the poverty line.

Need Negative Income Tax

A negative income tax, proposed by the ILWU Convention to raise all Americans above the poverty level, would cost about $3 billion — less than the annual cost of the war in Vietnam. The administration proposals would cost about $4 billion, prompting the APL-CIO to comment that solutions to poverty cannot be found with a bargain basement price tag.

The President demands that there be no "free rides in a nation that provides opportunity for training and work." Clearly, then, the first priority is to get the poor off welfare and onto work fare" is to provide jobs — real jobs at union wages — and this the program offered by the President does not do.

Case Strike Settled

OAKLAND — A short strike by warehouse Local 6 against 3.1. Case Company was settled August 11. All but three of the strikers were re-hired to their jobs.

Through grievance procedure, one of the three, a steward, was reinstated in his job on the 13th. The issue of reinstating the two remaining workers will go to arbitration.

Avis Hanks Heads Local 42

OAKLAND, Ore. — Oakland Local 42, Avis Hanks, has a contract with another union — the ILWU. But when a brief strike by warehouse Local 6 against 3.1. Case Company was settled August 11. All but three of the strikers were re-hired to their jobs.

Through grievance procedure, one of the three, a steward, was reinstated in his job on the 13th. The issue of reinstating the two remaining workers will go to arbitration.

Avis Hanks Heads Local 42

OAKLAND, Ore. — Avis Hanks, the resignation of Richard Fisher, the executive board of Seafood Processing and Allied Workers Local 42 has appointed Avis Hanks to the position until annual elections in November.

Pensioners Parley

It's not too late to catch the pensioners' annual parley of the Pacific Coast Pensioners Association. The opening date will be Monday, September 15. The place will be Shasta County fairgrounds in Anderson Cali., near Redding.

Washington Report

Tourism and Organizing

HONOLULU—Organizing the fast-growing tourist industry of Hawaii will be the theme of ILWU Local 142's Ninth Biennial Convention, to be held here during the second week of September. Nearly 700 delegates are expected, representing 150 units.

Local president Carl Damaso will preside. All four ILWU International officers have been invited to address the convention and recent ly-retired vice president J. R. Robertson.

Opening-day speakers will include vice president-director of organization Jack Hall, former regional director for ILWU Locals 1 and 2, U.S. Senator Hiram Fong, and Walter Heen, chairman of the Honolulu city-county council.

Governor John Burns will speak on the second day. Also invited are top officials of various unions, including government workers, Newspaper Guild and carpenters.

A special feature will be workshops opening with an opening-day session from 2 to 5 p.m. This is because of the success with which the sessions were conducted in the 1967 convention.

Subjects to be taken up in these small group discussions, according to education director Dave Thompson, will include the following:


On the third day a panel of University of Hawaii student leaders and activists will seek to bridge the generation gap with a presentation of issues of concern to youth, followed by questions and discussion.

The convention will nominate candidates for the three top positions — president, vice-president and secretary-treasurer — and the at-large delegates to the local executive board from the five industrial groups: sugar, pineapple, longshore, tourism and general trades.

The six-day session is a first for Local 142. Previous conventions were held over a four-day span. This extension was decided on to allow more free discussion of the issues by the delegates.