Coast Dock Agreement

Caucus to Meet; Then Coast Votes

SAN FRANCISCO — A tentative contract settlement was reached here by ILWU and PMA negotiators, subject to Caucus approval and rank and file ratification. The strike is won.

The agreement was concluded, after marathon negotiations, running over the weekend and late into the night, at 11 a.m., Tuesday, February 8.

The tentative settlement will be presented to the Coast Caucus, scheduled to convene Saturday, February 12, at 10 a.m., in the International Building.

The Negotiating Committee voted overwhelmingly to recommend adoption of the agreement by the Caucus, and a vote in subsequent rank and file referendum.

Negotiations were renewed on January 31, two weeks after longshoremen and clerks hit the bricks again on January 17.

KAGEL MEDIATES

When negotiations appeared deadlocked, on Wednesday, February 2, both sides agreed to call in coast arbitrator Sam Kagel to act as mediator. Kagel vigorously moved from that point to the conclusion.

Even a two - day interruption, when ILWU Local 142 President Bridges and PMA president Flynn were called to Washington, DC, to testify before House and Senate labor committees, did not halt the negotiations between the union and management committees. Bridges rapped Nixon's proposal as compulsory arbitration. Flynn asked that the legislation be passed.

Despite pressures from political figures in Washington warning that Nixon's compulsory arbitration law might be passed, union negotiators refused to be rushed until every significant point could be settled.

WIDE-RANGING

The wide-ranging settlement calls for wage raises totaling a $1.12 over the 17-month agreement.

The agreement expires July 1, 1973.

Straight-time hourly wages are raised 72 cents to total $5 per hour, retroactive to December 25, 1971, and $5.40 per hour, effective July 1, 1972. Clerks will receive comparable adjustments.

The range of skill rate rates have increased between 16 and 30 cents per hour.

(A detailed summary of both economic and non-economic improvements — Continued on Page 8)

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Bridges Raps Compulsory Arbitration

WASHINGTON, DC — "We have these blokes on the ropes. We're going to whip them, and they're depending on you to save them."

That's how ILWU president Harry Bridges summed up the situation last week as he testified before both Senate and House labor committees considering legislation to impose compulsory arbitration on the West Coast dock strike.

"The workers came out on strike with a vote on an industrywide secret referendum ballot and they will return the same way," Bridges said.

"WON'T WORK"

"In saying this," Bridges continued, "I mean no disrespect or defiance of President Nixon or his office. I simply mean to say that in this instance, he is trying by methods that won't work to force an end to our strike."

The Nixon-sponsored joint resolution, Bridges said, "is the first step in bringing about compulsory arbitration for all unions. The passage of the joint resolution will change the face of America, and will bring us a long way down the road to compulsory arbitration, elimination of the right to strike, vesting the power over wages and working conditions in the hands of the government."

The ILWU president pointed out that the strike had in no way caused a "national emergency" which would make Congressional interven-
Roll Back the Carpet

With the 1972 elections almost around the corner, President Nixon has embarked on a campaign to sweep issues under the rug. It has become a master of public relations. He has hired better make-up artists for his many television appearances. He's more polite to the press.

But PR is still PR. Some things are too big to get swept under the rug. They just won't fit.

For example, the President's press secretary thinks that the latest unemployment figures are cause for "a sense of optimism." It seems that between December and January, the "seasonally adjusted" rate of employment went from 6 percent to 5.9 percent.

But let's look under the rug. Underneath the "seasonal adjustment" is the fact that the number of unemployed actually increased by over three-quarters of a million. And the "seasonally unadjusted" unemployment is up, teenage unemployment is up, and there is no improvement in the job situation for Vietnam veterans.

By use of fancy statistical footwork, it looks better. But those are jobs people standing out on the streets, not numbers. And they won't fit under the rug.

There are lots of other things that won't fit under the rug. Nixon vetoed the child care bill because he said it costs too much—then he turns around and gives domestic and multinational corporations the biggest tax break in history, and asks for bigger military expenditures for 1972.

This, of course leads to the biggest federal budget deficit in history. How do you solve that when the rug?

Easy. President Nixon is now proposing a federal sales tax, placing the burden on the consumer and the poor. The list could go on and on. The President's PR machine has told us that the "war on inflation" is going well. But in fact, price controls are collapsing. Food prices are going up quickly, and most retail stores and rental housing have been exempted from controls altogether.

How much can this non-unior job get away with? How much dirt can be swept under the rug when the whole place is declared a health hazard? Don't really know. But we do know that it's the job of the labor movement to patiently and calmly expose the real issues, the real problems which the President is trying to hide.

The so-called liberal politicians and liberals generally work programs which we needed a little help. And, that's with very few exceptions.

Mayor Joe Alioto of San Francisco did what he could to help and declared against federal government moves for compulsory arbitration. Congressman Phil Burton of San Francisco stood up all the way, and Rep. Frank Thompson, Jr., of New Jersey too. Bill Mailliard was helpful, as was Rep. Meed of Everett, Wash., and Rep. Louise Marie Hicks of Boston. Senator Williams of New Jersey helped some, but our so-called political friends from the Aloha State of Hawaii only jumped on the bandwagon against us.

If the agreement is OK'd by the coming caucus and passed by coastwise referendum, there is still the matter of getting our contract approved by the wage/prize board of the ILWU. Nixon's Phase Two. It's well for our members to remember when voting on the contract that we have a firm deal with the ILA to the effect that if the pay board cuts back on price controls, they won't affect the ILWU.

And, that's with very few exceptions.

Rolle Back the Carpet
Solidarity at Mexican and Canadian Borders

Ensenada
Cargoes Are Blocked

SAN DIEGO — In the cold, gray dawn at the Mexican border, ILWU and Teamster pickets gave a strong demonstration of union solidarity and were almost 100 percent successful in halting diverted cargo to and from Ensenada.

This decision by the Teamsters to give a hand to longshore strikers began with a consultation between ILWU president Harry Bridges and Einar Mahn, director of the Western Conference of Teamsters.

The scene shifted then to Southern California, where detailed strategy was worked up by representatives of both unions.

For the ILWU, there was Bob Castaneda, president of Local 29, San Diego; Bill Piercy, Southern California regional director; John Pandora, Local 13; Joe Argento, Local 63; and Charles Velson, administrative assistant.

Representing the Teamsters were M. E. (Andy) Anderson, IBT general organizer; J. Reenberg, secretary-treasurer of Local 692; Gunder Hansen, BA, Local 692; Bill Fontaine, BA, Local 1, 986; and Blackie Clark, business agent, Local 542, San Diego.

Friday, the 27th, early in the morning, a busload of Teamsters and longshoremen arrived at the road next to the US Customs facility at Ensenada, and began stopping trucks.

TEAMSTER LEAFLET

The Teamsters in San Diego had printed a simple leaflet. It said:

"Thank you for your support.

"The longshoremen are on strike for renewal of their contract and have now been out for over 100 days.

"The freight you have been ordered to handle is American freight which would normally be handled by the striking longshoremen. All drivers are requested to support the strike and not handle this diverted cargo.

"Pass this leaflet on to your fellow Teamster.

"Thank you for your support.

The leaflet was signed by M. E. Anderson, general organizer, IBT; and Bill Piercy, Jr., regional director, ILWU.

It was understood that the Teamsters would have to make the decision regarding how long they could continue to picket and convince fellow drivers not to halt diverted cargo.

Over the first four-day period drivers from as far away as Oakland and Phoenix, stopped, received the leaflet, talked to pickets, and turned away. There were as many as 15 Teamster business agents participating in the picketting and talking to drivers.

The response was almost 100 percent.

Also participating on the picket line at different times were the president and secretary of the San Diego Labor Council, AFL-CIO.

Though at first, it was reported there was some tension along the line, it soon became apparent that Teamster drivers were more than willing to pull off the road and return to town or their home bases.

At the same time, some problems developed with Mexican drivers, coming or going from the Mexican side. They were under tremendous pressure and often had no choice but to pick up loads, particularly of citrus, and deliver their loads across the border.

After talking to them, Teamster and ILWU officials decided not to stop them if they insisted on going through.

NORMAL TRADE

All trucks engaged in legitimate commerce between the US and Mexico proceeded unhindered after they showed their documents. The only issue was whether the cargo was diverted from US ports.

It was estimated that approximately 200 trucks refused to proceed as soon as their drivers got the information. At one point a number of empty auto carriers parked on the Mexican side were driven over to the US side by the drivers, and left there—to the cheers of everyone.

On the first day most of the ILWU pickets came from Local 29. After that, pickets drove down from the Los Angeles-Long Beach area and longshoremen and clerks from Locals 13 and 63 swelled the picket lines.

Local 29 president Bob Castaneda, San Diego, talks to men after a picket was arrested.

In the cold, grey dawn, uniformed picket and longshore picked up Mexican border point.

Teamster business agent Gunder Hansen, from Local 692 discusses issues with drivers of auto carrier.

ILWU stops diversions

VANCOUVER, B.C.—US West Coast longshoremen have had the full support of their Canadian brothers throughout their strike.

After receiving a full report on negotiations from ILWU vice president William Chester, the Canadian area board decided to refuse to handle US cargo diverted to Canadian ports.

The decision to boycott had the full support of the membership. The resolution stated: "Effective 8 a.m., Saturday, January 29, 1972, no cargo diverted from the USA is to be loaded in BC for further transhipment from or to points in the USA."

The board developed this policy in a four-point program of action as follows:

• No diverted American cargo to be unloaded unless necessary to get at Canadian cargo.
• Diverted American cargo on top of Canadian cargo may be handled to the dock, Canadian cargo unloaded, then American cargo stowed aboard.
• No diverted American logs to be worked.
• Diverted American cargo already on docksite may be shifted within dock complex.

The Canadian area ILWU leadership made this decision fully aware that under Canadian Law the employers could sue for damages and apply for court injunctions ordering the men back to work, with heavy penalties, fines and jail sentences for failure to comply.

The BC Maritime Employers Association and 16 other firms immediately applied for an injunction in BC Supreme Court restraining Canadian longshoremen from placing any restriction on diverted cargo. The ex parte injunction they applied for (this is an injunction granted after the facts are heard) was refused, but a hearing was held before Justice Peter Seaton.

The lawyer for the employers argued that the action of the Canadian longshoremen constituted a strike and was therefore in violation of the contract.

The union attorney pointed out that no strike existed, that the union had acted in good faith.

The board developed this policy in BC Supreme Court restraining Canadian longshoremen from placing any restrictions on diverted cargo. The ex parte injunction they applied for (this is an injunction granted after the facts are heard) was refused, but a hearing was held before Justice Peter Seaton.

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The following is a summary of the changes and improvements in the Pacific Coast Longshore and Clerks Agreement. For your convenience the summary is divided into two sections: (1) Economic issues; (2) Non-Economic issues. The Coast Negotiating Committee is recommending a "YES" vote to the Coast Caucus.

### 1. Economic Issues

#### 1. Wages

**Longshore**

<table>
<thead>
<tr>
<th>Period</th>
<th>Base Rate</th>
<th>72c per hour increase</th>
<th>40c per hour increase</th>
<th>For longshoremen historically on an 8-hour basis, straight time, the increase will be</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec 25, 1971</td>
<td>$5.00</td>
<td>$5.40</td>
<td>$3.80</td>
<td>.81 Dec. 25, 1971</td>
</tr>
<tr>
<td>July 1, 1972</td>
<td>$5.19</td>
<td>$5.59</td>
<td>$4.02</td>
<td>.85 July 1, 1972</td>
</tr>
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</table>

**Clerks**

<table>
<thead>
<tr>
<th>Period</th>
<th>Base Rate</th>
<th>Effective December 25, 1971</th>
<th>Chief Supervisors/Supercargoes</th>
<th>Effective July 1, 1972, an increase of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5.625</td>
<td>$6.19</td>
<td>$6.87</td>
<td>$1.5725 per hour</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$9.285</td>
<td>$10.305</td>
<td>$10,000 liability per year of the contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>.84 Dec. 25, 1971</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>.86 July 1, 1972</td>
</tr>
</tbody>
</table>

**Supervisory clerk, 12/25/71 (CFS)**

<table>
<thead>
<tr>
<th>Period</th>
<th>Base Rate</th>
<th>Effective December 25, 1971</th>
<th>Wages in CFS shall be brought up to parity. Effective Dec. 25, 1971, a wage increase of $1.125 per hour.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$6.19</td>
<td>$6.87</td>
<td>$8.04</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$10.305</td>
<td>$12.125</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>.86 July 1, 1972</td>
</tr>
</tbody>
</table>

#### 2. Skill Rates

- 15c per hour rates increased to 25c
- 20c per hour rates increased to 35c
- 30c per hour rates increased to 45c
- 40c per hour rates increased to 70c
- All increases in skill rates effective upon ratification.

In the closing hours of negotiations, the employers moved away from their position that the second wage increase would be effective October 1, 1972, and mainly to meet union's demand for retroactivity agreed with the union position that the effective date of the wage increase would be July 1, 1972.

The first increase is retroactive to December 25, 1971 and the second increase will be effective in about five months (July 1, 1972).

In the closing hours of negotiations the union's demands on skill rates were met. The increase in skill rates is an additional increase for approximately 28 percent of the longshore workforce. During the life of this agreement this percentage will increase substantially.

#### 3. Meal Allowance

Meal allowance is increased from $2 to $3 per hour for longshoremen and clerks.

#### 4. Lodging

Lodging for longshoremen is increased from $5 per night to $8. For clerks, the increase is from $6.50 to $9.50.

#### 5. Guarantee

- **For A men:** 36 hours at the straight time rate
- **For B men:** 18 hours at the straight time rate (Averaged over a 26-week period)

Eligibility. Eighty percent of average hours. No rules to prevent A men from working all they wish. Rules to prevent gimmicking to be negotiated or arbitrated.

Liability. $5,200,000 liability per year of the contract. The employers provide $100,000 per week, for a total of $5.2 million per year, and in the event there are insufficient funds because of technological change resulting in lost work opportunity to pay the guarantee at any time during the life of the contract, the union has the right to arbitrate the issue. The arbitrator has the right to increase the employer's maximum liability where lack of work is due to technological improvements.

Container tax funds are applied against the cost of the guarantee, and if any tax funds remain, these funds will be applied against the unfunded liability of the pension plans.

The employer proposal for a 52-week average was reduced to 26-week average. This reduces the possibility of high earnings in a peak period causing a reduction of guarantees in a slow period. All guarantee hours for B men will apply toward welfare.

Complete rules and regulations on the guarantee will have to be worked out within 10 days, and if no agreement is reached the rules will go to coastwise arbitration.

#### 6. Containers

- All containers stuffed or stripped within a 50-mile zone in each port shall be stuffed or stripped by ILWU longshoremen or taxed $1 per long ton (2,240 pounds).
- For A men: 36 hours at the straight time rate
- For B men: 18 hours at the straight time rate
- With a peak period causing a reduction of guarantees in a slow period.

#### 7. Welfare

All improved welfare benefits will become effective not later than one month after date of ratification of the agreement.

(a) Hospital and medical benefits in small ports will be brought up to a level comparable to those in major ports.

(b) Prescription Drugs. Prescription drugs (Kaiser Plan IV or comparable) for welfare eligible retirees, eligible employees and dependents, subject to a $1 deductible for each prescription.

(c) Dental Program. Dental care for eligible men and dependents based on 73% of the agreed schedule.

(d) M&M Deficit. The employers agreed that approximately $800,000 would be paid out to those who did not receive full M&M death and disability benefits.

#### 8. Life Insurance

$10,000 life insurance, $10,000 Accidental D&D to fully registered longshoremen and clerks with five years of qualifying time, and whose survivors are not eligible for any pension on date of death.

#### 9. Indemnity

Longshoremen and clerks who were eligible for welfare benefits injured in the course of their work, will receive the difference between workmen's compensation and $125 per week. Rules will be established within 30 days of ratification.

#### 10. Paid Holidays

The union receded from its demands for paid holidays as part of the negotiating package.

#### 11. Pensions

- There is agreement on the following:
  - $500 benefit from age 62 to 65 with 25 years of service. Basic benefit is $330 per month with a bridge of $150 per month from age 62-65. The basic benefit ($350) continues after age 65.
  - New disability and pre-retirement benefits to be based on the $350 basic benefit.
Early Retirement

Early retirement provisions at age 59 with 25 years of service with an actuarially reduced basic benefit and bridge otherwise payable at age 62. Early retirement benefits would be as follows, and include welfare coverage:

<table>
<thead>
<tr>
<th>AGE</th>
<th>BASIC BENEFIT</th>
<th>BRIDGE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>62</td>
<td>$350.00</td>
<td>$150.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>61</td>
<td>317.59</td>
<td>108.52</td>
<td>426.11</td>
</tr>
<tr>
<td>60</td>
<td>289.00</td>
<td>83.78</td>
<td>372.78</td>
</tr>
<tr>
<td>59</td>
<td>263.70</td>
<td>67.40</td>
<td>331.00</td>
</tr>
</tbody>
</table>

At age 55, with 25 years of service, men may retire with the basic $350 deferred until age 65, or with an immediate pension having an actuarial reduced value equal to the amount of the basic benefit payable at age 65.

Men may leave the industry at age 55 with 13 to 24 years of service with pension benefits accrued to date, and payment deferred until age 65.

Compulsory retirement is reduced from age 68 to 65, effective January 1, 1973.

Present pensioners who retired prior to July 1, 1966 will receive a basic benefit of $300 effective July 1, 1971; and those who retired between June 30, 1966 and July 1, 1971 will receive the $300 benefit 61 months after date of retirement.

PAY BOARD APPROVAL OF ECONOMIC ITEMS

In the event that the Wage and Price Board approvals are not granted within 30 days after filing of applications, either party may give notice of cancellation and the proposed contract and local agreements shall expire and the union shall be free to take such action, including strike action, as may be necessary to force implementation of the proposed agreement.

II. NON-ECONOMIC ISSUES

9.43

The union wrote into the contract the provisions of Caucus Resolution No. 9-f, which provides that steady skilled men cannot operate winches or fork lifts up to 5-ton capacity, except to fill out the 8-hour guarantee and to move equipment around incidental to their other duties.

Equalization of hours and methods of dispatching shall be worked out at the local level, or settled by coast arbitrator no later than five days after adjournment of the coast caucus, providing coast caucus recommends approval of the entire settlement.

Clerks Demands

Following clerk demands were agreed to:

1) Safety and first aid training provided to supervisors and supercargoes who wish to qualify, subject to negotiating at the local level.

2) The union is submitting a list of locations where shelters are required for clerks. If an agreement cannot be reached, the matter is referred to the coast arbitrator.

3) Supercargoes. At those locations and under those conditions where a PMA vessel is required to employ a supercargo, a nonmember vessel will not be worked by a PMA member unless the nonmember vessel employs a supercargo.

The following items are settled as indicated:

1. Travel Time. The employers have the right to request further discussion on the subject of existing travel time and pay.

2. All PMA lawsuits against the ILWU and any of its locals, and all lawsuits of the ILWU and any of its locals against the PMA, are dropped.

Items Referred to Mediation/Arbitration

If the Parties are unable to resolve by February 11, 1972, the following items by further negotiation or mediation, they shall be submitted for resolution to the Coast Arbitrator whose decision shall be final and binding:

ILWU

HOURS

Elimination of all extended shifts.

PMA

Present shifts. Extended hours to continue in effect. Allow men to be ordered for lashing, lining, store, baggage, to work beyond existing hours.

GREIVANCE MACHINERY

Revised to provide for quick settlement of on-job discharge, define assault, no penalty on union officials, time limit on length of time on non-dispatch list.

Deregistration for bad conduct on work; additional penalties for certain offenses. Expedite grievance machinery.

ILWU

STOP-WORK MEETING

Same as present.

PMA

STOP-WORK MEETING

One meeting per month between 7 p.m and 3 a.m. Other meetings by mutual agreement on one week's notice, no more than one special stop-work meeting a month.

HIGH PILING

Same as present.

SCOPE OF WORK

Contract to apply on certain industrial docks. Limit teamster unloading trucks on dock. Log assembly by longshoremen.

MANNING

Lash-RoRo-SeaBee: East Coast manning to be negotiated by the Coast Negotiating Committee.

PMA disagrees. However, there is agreement on eliminating T-letter procedure.

CLERKS JURISDICTION

New tools and equipment to be manned by clerks and training provided by employer.

PMA disagreement. No substitute offered.

LOCAL NEGOTIATIONS

At the time the Dispatcher went to press the parties had not arrived at their respective positions regarding local negotiations.

PENALTY-HEALTH-SAFETY

New hazardous cargo list. Minimum standard for shippers, pallets, regulations, of use of special equipment – lifts, reefers, etc.

Subcommittee to work out differences in six months.

TRAINING

All men trained in all categories.

Training as in present agreement.

CRANE SUPPLEMENT

No change as required in context of basic agreement.

10. PMA DEMANDS

ILWU

a) Union demands all nonmember contributions be accepted.

PMA

a) Eliminate nonmember participation.

b) Union disagrees.

c) Union disagrees.

d) Union disagrees.

c) Skill Rate Application.

d) Gear Priority.
b) Protection against dispatch hall lawsuits.

c) Protection against dispatch hall lawsuits.

d) Skill Rate Application.

e) Skill Rate Application.
**Canadian Labor Says**

**BC an 'Exploitors Paradise'**

VANCOUVER, BC.—"The province of British Columbia is an exploiters' paradise," the BC Federation of Labor charged in its annual brief to the provincial government, in which the union pointed to the government's record of benevolence in dealing with the fast-growing corporations may be unparalleled anywhere in Canada."

Labor's presentation, which is usually delivered to the government by a delegation, was this year sent by mail to all members of the provincial legislature as a protest against the fact that the Federation's proposals have been totally ignored by the government."

The BCFL represents 155,000 organized workers including the Canadian Area of the ILWU. Frank Kennedy, secretary-treasurer of the Canadian Area ILWU and president of Local 500, Vancouver, is also on the BCFL board."

In its brief, the BCFL charged that labor-management relations were deteriorating in the province due to restrictive labor legislation. It demanded repeal of the Mediation Commission Act which prohibited compulsory arbitration of labor-management disputes, and the full use of legislation to end the use of injunctions against labor and the outlawing of strike-breaking.

**PUBLIC WORKS**

To combat the high level of unemployment in the province, the federation proposed an immediate start on a rapid transit system for the Greater Vancouver Area, and an energy auxiliary.

The federation also asked for a meaningful Employment Act providing equal treatment for women and men.

**Sacramento County Bans Professional Strikebreakers**

SACRAMENTO — An ordinance banning professional strikebreakers from Sacramento County was adopted last month by the Board of Supervisors.

More than 121 local governments and 14 states have adopted such a law that the Board felt it could get along without the professional strikebreakers from accepting such employment within the county, and thus save substantial sums of money.

The Sacramento ordinance was adopted according to the IAM and the UAW, will cost the average aerospace worker about $540 this year.

**POLITICS**

The UAW also charged that the Pay Board was discriminatory in calling the aerospace agreement recently for mining and railway workers.

Woodcock has pointed out in the past that the aerospace workers were victims of political games — the Board felt it could get away with dumping the original agreement because organized workers were unlikely to strike their already depressed industry.

**Unions Take Pay Board To Court**

WASHINGTON, DC. — The United Auto Workers has taken the Pay Board to federal court in an effort to uphold its aerospace industry settlement. This is the first time that a decision of the Board has been so challenged.

The Pay Board dumped the aerospace agreement covering 150,000 workers and their families buy their groceries at cost

**Local 6 Convention Set**

PORTLAND — The Country Store Co-op held its grand opening in Local 6 last week.

The store will be open every Saturday from 8 a.m. to 4 p.m., "from here on in," according to Tom Morello."

"You're Next"

**Labor Denounces Nixon Bill**

SAN FRANCISCO — Labor has reacted to President Nixon's bill to impose compulsory arbitration in the dock strike by charging that it is part of an overall scheme to emasculate all collective bargaining.

The AFL-CIO's president George Meany put it most simply when he said, "our unions will never submit to compulsory arbitration."

Independent unions, like the Teamsters and the United Electrical Workers have made similar statements, charging that the bill only makes it easy for management to sell out and walk over for the federal government to end strikes.

In California, John F. Henning, executive secretary-treasurer of the State Labor Federation (AFL-CIO) pointed out that the President's proposal "represents a long and possibly fatal step toward the corporate state in which workers are forced to work under wages and working conditions about which they have no voice at all."

**OREGON**

And the Oregon Labor Press, official organ of the Oregon State Federation of Labor (AFL-CIO) has featured excellent coverage of the issues of the dock strike, as well as comments on Nixon's attempt to pass the bill.

"Although the ILWU is not affiliated with the AFL-CIO, the Federation has bluntly announced opposition to President Nixon's plan because it's compulsory arbitration, and we did not accept that for anyone at any time."

The East Bay Labor Journal, organ of the Alameda County (California) Labor Council described compulsory arbitration as "the greatest danger to individual freedom and the way the nation faces the problems of labor."

No authoritarian government has ever taken the right to strike as its first order of business."

"Mr. Nixon's bill to send the longshoremen back to work and give them a government-written settlement must be defeated. Then management will no longer be able to rely on government to defeat a strike."

"It is not defeated and longshore men are forced into compulsory arbitration, you're next."

**Long line of Local 40 and Local 8 strikers with their families buy their groceries at cost at the ILWU co-op store.** — photo courtesy Portland Oregonian

**Strikers in Grocery Business**

PORTLAND — The Country Store Co-op held its grand opening in Local 6 last week.

From 8 a.m. to 4 p.m., an endless line of strikers and their wives flowed past long counters in the big basement hall, stockpiling up on meat, bacon, potatoes and other staples.

All food was sold at cost. Cookies, 126 dozen of them, donated by Cracker Workers Local 364, were given to parents with children. Also free was half a ton of carrots sold to parents with children. Also free was half a ton of carrots sold to parents with children.

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I appear before you to oppose the House Labor Committee, Subcommittee on the Atlantic and Gulf coasts. We see no reason to lock out any port workers. The principal misconception which seems to exist—that the major issues are of a jurisdictional nature—is totally untrue. The question of striking continues to be that we feel that efficient steamship service has been restored and to provide in some way for no strike or lockout action by the parties during such agreement.

RANKS DECIDE

I want to set down now personally, and for the International Longshoremen's and Warehousemen's Union, the views of the representatives. I hope to represent, that our recommendation to the striking ranks will be—that the workers came out on strike with a vote on an industrywide secret referendum ballot and they will return the same way. In saying this, I mean no disrespect to any elected officer of his high office. I simply mean to say that in this instance he is trying by means other than strikes to work to force an end to our strike.

Even the President of the United States can't make the claim that this strike must be ended because the national health and safety is in danger. Let me state for the record that the ILWU is working all cargo which has been unloaded by the companies by the military. It was not the union but the workers, who attempted not to work military cargo.

ESSENTIAL WORK

During the course of the strike all special requests of the administration and we've received have demonstrated that essential to the health and safety of the nation were granted. The special voyages to bring such supplies as were necessary, and during the entire strike period weekly health services have been granted by one of the principal steamship companies of the US. There is no other port of entry in Hawaii, and there has been an emergency in Hawaii. The emergency has been manufactured by the facts and the facts are the members of Congress from that state—and in the mind of the President, Assistant Secretary of Labor, who was formerly employed by the House Labor Committee.

We are at present on the following points:

1. Effective date of the wage increase.

The union proposes that the wage increase be effective as of November 14, 1971, the date of the commencement of Phase Two of the President's economic stabilization program. We propose this date because it is the date which has been accepted by many of the employers who are members of the Pacific Maritime Association and by other longshoremen employed in the ports on the Atlantic and Gulf coasts of the United States. We see no reason why these employers should treat the longshoremen on the Pacific Coast in any different manner than they have already agreed to treat the longshoremen on the Atlantic and Gulf coasts.

2. We are in disagreement on the matter of paid holidays.

Paid holidays have become an accepted fixture in virtually all American industries, including most of the transportation industries. The President says paid holidays is neither unusual nor excessive. Yet, the employers say that no such holidays are granted in this particular industry.

3. The union has demanded that employees covered under the collective bargaining agreement be provided with family vacations.

This is a very normal and generally accepted practice in American industry.

Other issues in dispute relate to an increase in insurance coverage, wages for certain skill differentials, and a few other similar items.

In the context of an industry which has had 24 years of peaceful collective bargaining without a strike during all that period, it seems hardly practical or proper to me that this is the solution to our problems. We feel that if left alone, within a reasonable short time the parties will arrive at such a settlement.

During the last 10 years particularly, the union has grappled with the problems of steamship, container, automobiles, bigger ships. Most of these problems relating to new security problems and providing the industry with an opportunity to develop, have been settled without a strike.

The present dispute relates basically to the need of the longshoremen for recognition of the issues were complex and novel and required lengthy discussions. Most of these problems have already been settled.

In many industries these problems have been resolved in a short time and a new year. The new technology in shipping has presented us with the types of problems which were not even in existence ten years ago. In this industry productivity has increased and costs declined. Our union must provide the security for our members and their families.

As a result, I say to you, with all due respect to the committee, my appearance at these hearings has caused a lot of bad feeling and has required to end the strike. It appears to me that given some additional time the parties would be able to negotiate a suitable agreement.

This joint resolution is the first step in bringing about compulsory arbitration, elimination of jurisdiction disputes, and the safeguarding the power over wages and working conditions in the hands of the government.

In my opinion this whole approach is unconstitutional and illegal. There is a law requiring compulsory arbitration, and there is no law or constitutional provision permitting employers to take a referendum vote to return to work or to stay on strike, or that we must take any such step, and I believe that the wishes of the striking rank and file.

This joint resolution is the Trojan horse. There is an attempt to destroy the transportation unions in the United States, and an attempt in submitting to such legislation unless that is the will of our members as expressed in their strike vote.

I shall be happy to answer your questions.
Continued from Page 1—

Good Raises Won for ILWU Hotel Workers

HONOLULU — Some 3000 Neighbor Island hotel workers have received substantial wage increases as a result of an agreement reached under the 1970 ILWU hotel contract.

Workers in non-tipping classifications received raises ranging from 14 to 34 cents an hour, while those receivng the tip raises received 25 to 30 cents. Also, several classification adjustments were made.

Under terms of the ILWU's existing industry-wide contract, the union reopened negotiations for wage increases on February 14 of 1971. After a series of negotiating meetings with representatives of the Hotel Employers Association, all ILWU wage demands were met.

The new contract was won at the end of 1970 only after a 76-day strike.

Auxiliary 16, San Francisco

February 16 has instituted the following officers: for 1972: President, Elaine Yomeda; vice-president, Ber-nice Higa; recording secretary, Patricia Dazwarth; treasurer, Fay Schmidt; assistant treasurer, Mabel Baugh, membership chairman, Lillie Stoneham; welfare chairman, Asta Harwood; trustees, Thelma Balistei, Esther Brown, Bula Butler.

Tentative Dock Pact

Continued from Page 1—

ments and changes can be found on Pages 4 and 5 of this issue.)

Other increases include $8 per per night lodging and $3 per meal allowance.

PAY GUARANTEE PLAN

The agreement includes a new pay guarantee plan, to compensate eligible longshoremen and clerks whose earnings have been reduced because of reduced work opportunities as a result of changed technology.

The pay guarantee plan would guarantee "A" men 26 straight-line hours per week and "B" men 18 straight-line hours per week. The guarantee will be paid week in, week out.

To be eligible, "A" men will have to be available for 80 percent of the average total paid hours per man for the "A" men and the local, and "B" men available for 80 percent of the hours for "B" men in their respective ports. There are no rules to prevent man from working all they wish.

Total hours worked will be averaged over a 26-week period.

The pay guarantee will be paid from a $5.5 million fund every year, and funds from a tax on certain local containers will be applied against the cost of the guarantee. Any guarantee funds remaining unspent will be applied against unfunded liability or employer's share plan.

Rules and regulations on the guarantee will be worked out within ten days, and if no agreement is reached the rules will go to coastwise arbitration.

CONTAINERS

The container issue was resolved in terms of a "zone concept." ILWU longshoremen will stuff or strip all containers within a 50-mile zone in each port or the containers will be taxed $1 per long ton (2340 lbs). This includes Sea Land containers.

A number of exceptions to this rule have also been spelled out.

The purpose of these provisions is to protect and preserve the established work of longshoremen and clerks covered by the agreement at or adjacent to the docks.

WELFARE

A number of improvements and innovations are included under wel- fare.

These include: bringing medical benefits to longshoremen and clerks in the Hawaiian Islands; contributions to a prescription drug plan; a dental program for all eligible men, and dependents (based on 73 per cent of an approved dental sched- ule); and an agreement on the M&M deficit, which means that about $800,

000 would be paid out to those who did not receive full M&M death and disability benefits.

PENSIONS

The basic pension benefit was raised to $350 per month. The bene- fit for those between ages 62-65 who have worked with 25 years service will be $500 a month, which means $350 plus $150 as a bridge until Social Security begins at age 65, when the pension reverts to $350.

New death and pro rata bene- fits are based on the $350 basic ben- efit. There are also early retirement provisions that start at 55 years, with actuarially reduced basic bene- fits, or vesting benefits.

Compulsory retirement has been reduced from age 68 to 65, effective Jan. 1, 1973.

There is also a formula for in- creasing the pensions of those already retired.

Life insurance has been hiked to $10,000 and there will be an indemnity plan so that injured eligible men can receive the difference be- tween workers' compensation and $125 per week.

The final package did not include any paid holidays.

It was agreed by both sides that if the Wage and Price Board does not approve, either party may give no- tice of cancellation and the union will be free to take any action, in- cluding strike action.

A large number of non-economic items were included, either to be ne- gotiated or settled by the coast ar- bitrator. These include clerks' de- mands, hours of work, grievance machinery, scope of work and much more.

These also include a section on the "steady men" issue (943) in- cluding a section that says equaliza- tion of hours and methods of dis- patch shall be worked out at the local level or settled by the arbitrator for no later than five days after the conclusion of arbitra- tion.

A full summary of the agree- ment, as The Dispatcher went to press, can be found on pages six and five. This includes details about the "velo procedure."