Caucus Studies New Dock Pact

SAN FRANCISCO—The ILWU's Longshore, Clerk and Walking Boss Caucus was slated to convene shortly after this issue of The Dispatcher went to press in study terms of a tentative two-year agreement reached between the Coast Negotiating Committee and the Pacific Maritime Association.

The Negotiating Committee is recommending unanimously that the Caucus approve the pact and send it to the locals for referendum.

The proposed agreement, covering 13,000 longshoremen and clerks, calls for 70 cents an hour in pay raises—40 cents the first year and 30 cents the second. It also includes for the first time paid holidays—two the first year, three the second.

In keeping with traditional union practice, the terms of the agreement were communicated to the convening of the Caucus, but the provisions of the pact were leaked by certain sections of the press and the confidentiality of the agreement was thus destroyed.

President Harry Bridges, chairman of the Negotiating Committee, sent a letter to all Coast longshore and clerk locals June 12 saying, "The agreement covers all of the union's economic demands and provides that negotiations will continue on all other demands with any unresolved items to be handled through mediation-arbitration procedures before July 1, 1973, if possible."

The basic agreement with the PMA is dated June 9, although effective date of most provisions is July 1. The agreement was announced June 9 when it appeared President Nixon might impose a new wage freeze. As it turned out, he exempted wages for at least 60 days. (See editorial, page two.)

OTHER TERMS

In the first year of the agreement wages will be increased 40 cents per hour effective June 30, 1973. This includes the 25 cents effective June 2—if the Cost of Living Council approves that previously-agreed-upon "down payment."

The 30 cent increase would be effective June 29, 1974. There is provision for cost-of-living adjustments on Jan. 1, 1975, and July 1, 1975.

For the first time a vision care plan will be provided.

There will be improvements in vacation benefits. Dental plan benefits are increased.

Penion improvements will make it easier for men who want to retire between 55 and 65.

Effective Jan. 1, out-of-pocket costs for those who elect the insured medical plan will be reduced.

The parties have agreed that the new agreement as well as wage increases will be the same as negotiated by the ILWU and PMA on the West Coast. They have also agreed that the total cost package for each year of the new contract will be the same as on the West Coast. Finally, the parties have agreed to a pay guarantee program.

Tentative Agreement on Hawaii Docks

HONOLULU—ILWU Local 142 and island waterfront employers have reached tentative understandings which will lead toward a rapid settlement of the longshore contract this year. The present pact expires July 1.

The parties have agreed, it was announced jointly, that duration of the new agreement as well as wage increases will be the same as negotiated by the ILWU and PMA on the West Coast. They have also agreed that the total cost package for each year of the new contract will be the same as on the West Coast. Finally, the parties have agreed to a pay guarantee program.

UNRESOLVED ISSUES

All other non-cost items will be negotiated between the Stevedore Industry Committee and ILWU Local 142 by June 26. If there are any unresolved issues at that time, the parties will then determine the manner of resolving such issues. The final document will be subject to union membership ratification.

The tentative understandings cover longshoremen, wharf clerks, bulk sugar, container yard employees, maintenance shop employees, security officers and tug crew employees.

The agreement was announced by ILWU regional director Robert McIntosh and Bernard T. Elliott, spokesmen for the waterfront employees.

Strike Vote In Warehouse

SAN FRANCISCO—Armed with an overwhelming strike vote, ILWU and Teamster negotiators are making a final effort to reach agreement with Northern California warehouse employers in hopes of avoiding a walk-out.

At membership meetings held last week, members of ILWU and Teamster warehouse locals voted by a margin of 18-1 to reject the employers' final offer, and to authorize the joint negotiating committee to call a strike if and when necessary.

The negotiations on behalf of the 25,000 ILWU and Teamster warehousemen are being conducted by the Northern California Warehouse Council, co-chaired by ILWU secretary-treasurer Leo Gunkel and Teamster vice president George Mock. ILWU Local 6 in the San Francisco Bay Area, and Local 10 are members. Others are affiliated with the council along with numerous Northern California Teamster locals.

RETROACTIVITY

The previous contract expired June 1, but both unions agreed to continue talks past the deadline after the warehouse employers guaranteed retroactivity. The parties have also agreed that this extension can be cancelled upon 72 hours' notice.

WHAT IT WORKS—ILWU President Harry Bridges explains to a delegation of journalists from the People's Republic of China, just how the San Francisco hiring hall works. The 22 journalists got up early in the morning of June 11 in order to be at the hiring hall at 6:30 a.m. for the dispatch.

WARM WELCOME—When a touring group of 22 journalists from the People's Republic of China arrived at the San Francisco hiring hall on the morning of June 11, they found members of ILWU Local 10 had strung two long red and gold banners in Chinese and English from the hall's balcony. The one above said, "ILWU warmly welcomes the delegation from the People's Republic of China." The other said, "May the friendship between our peoples continue to grow." For additional news on Chinese visit, see Page 8.

Visitors From China

Inside for Terms

See Supplement Inside for Terms
N O S O O N E R A D  President Nixon finished announcing his 60-day price freeze on June 13 than commentators dubbed it "Phase Three-and-a-half."

The reason for the phrase, of course, is that the Nixon administration intends to use the 60 days to work out Phase Four, which Mr. Nixon says will involve "tighter standards and more mandatory compliance procedures than under Phase Three."

Although the President did not include wages in his Phase Three-and-a-half freeze, labor can look with considerable apprehension toward Phase Four.

Less than two months ago, the report of the officers to the Twentieth Biennial convention of the ILWU said, "Although many uncertainties are created by Phase Three and continued chaos in international trade and monetary affairs, the outlook for the economy is anything but encouraging."

"Given the concessions made to business in relaxing the rules on price hikes and profit margins under Phase Three and the renewed round of spiraling inflation which is imminent, there is reason to believe that the Administration will return to its old 'game plan' of fighting inflation by limiting wage hikes and increasing unemployment." That fear is now enhanced. Phase three-and-half represents for labor a 60-day stay of execution.

The President's move to stop the spiral of prices is horribly late. The ILWU officers' report made this point: "We must recognize and deal with the fact that many of Nixon's economic moves, including wage and price controls, met popular acceptance. For as long as, at least, economic performance justified this enthusiasm. The rate of inflation did slow, unemployment did drop, the real spendable earnings of workers did inch up."

Then came Phase Three. The lid went off the price and profit figures come rolling in. The ILWU officers report put the situation this way, "Nixon, for a short while, merely appeared to be holding back the tide of corporate greed. Now the lid has blown sky-high as the latest price and profit figures come rolling in. His basic views were exposed for all to see."

Labor has been complaining from the beginning of the various "phases" that it has been carrying an unfair share of the load. Now the figures prove it. Phase Three has been a failure in the price department, but the lid has been held on labor. Now the clamor can be expected to increase for removal of wage and price controls. The ILWU convention said, "We do not believe there is any way wage and price controls can be 'equitable.' The use of wage controls has tied the hands of the labor movement."

The policy of this union, as enunciated in our convention, calls for the total elimination of controls and urges all unions and workers to band together and fight this concerted attack on the living standards of American workers.

We would rather fight our battles in the arena of a free economy.

**On the Beam**

**by Harry Bridges**

**TWO IMPORTANT developments took place in the United States in the past two weeks that may send the world reeling toward the end of major phases of the Cold War between the USA and the USSR that began 30 years ago.**

For the first time in 30 years a Soviet passenger ship sailed into New York harbor. As the ship sailed past the Statue of Liberty, it received the traditional welcome from the New York City fireboats shotting a water curtain from fire hoses while other vessels in port let go with welcoming blasts of their whistles.

After spending a couple of days in port, the motor ship Mikhail Lermontov pulled away from the dock and headed for the open seas, thus ending an era of the United States of Washington, D.C. for a summit meeting with President Nixon. This get-together, the leaders of the two most powerful nations in the universe, was really a situation of a similar summit meeting held a year ago in Moscow.

That top level session, resulted in the signing of the SALT agreement (a treaty limiting nuclear weapons in the arsenals of both countries).

Reporting on his Moscow meeting to the joint sessions of Congress last June, Mr. Nixon repeated his argument that the USA had "no alternative but to co-exist peacefully" with the USSR and all communist countries of the world.

This contrasted sharply to speeches of the news media—that Brezhnev's visit was timed to get Nixon off the Watergate hook—this visit originated a year ago in Moscow.

After the summit visit to the USA of a Soviet leader of Mr. Brezhnev's rank was that of Mr. Khrushchev during the administration of President Eisenhower. Khrushchev got the cold shoulder and some personal embarrassment after returning to the USA that the USA had "no alternative but to co-exist peacefully" with the USSR and all communist countries of the world.

The last visit to the USA of a Soviet leader of Mr. Brezhnev's rank was that of Mr. Khrushchev during the administration of President Eisenhower. Khrushchev got the cold shoulder and some personal embarrassment after returning to the USA that the USA had "no alternative but to co-exist peacefully" with the USSR and all communist countries of the world.

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Clouding this hopeful atmosphere is the drive led by some leaders of the US Senate, especially by Senator Henry M. "Scoop" Jackson, Democrat of Washington, to deny the USSR "most favored nation treatment" in the new and promising trade relations with the United States.

Khrushchev paid a visit to the San Francisco longshore hiring hall and gave his respect to the union's rank and file in a short address. By contrast, this time a warm welcome extended to Mr. Brezhnev closes the book on another chapter of the Cold War between the two countries.

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The policy of this union, as enunciated in our convention, calls for the total elimination of controls and urges all unions and workers to band together and fight this concerted attack on the living standards of American workers.

We would rather fight our battles in the arena of a free economy.
The delegation to the June 12 Portland area seminar from Longview included these two members of Warehouse Local 43, Jimmy Sue Hall and Mary Lake. They belong to an office workers' unit within Local 43. Under the plan to all ILWU members in the western states of the continental US who meet the test for admission to the plan set forth by the joint trustees and on whose behalf employers make the required contributions. The plan provides for multiple levels of employer contributions and could develop, Martin said, into an important organizing tool to attract new members.

South Cal Council Pushes Anti-Scab Bill

LOS ANGELES — The ILWU Southern California District Council has urged all California locals to throw their full weight behind an anti-scab bill before the state legislature in Sacramento.

The bill, SB 272, sponsored by State Senator David Roberti (D-L.A.), would make it a misdemeanor for an employer to willingly and knowingly hire any professional strikebreaker to replace an employee on strike; or for a professional scal to offer himself for such work.

Ten cities in California, and 14 states across the US, have passed similar legislation and have amended their pension trust plans. The council urged all locals and members to take the time to write to their legislators to help the work at $3 per hour. The company claimed that this work was outside union jurisdiction.

Ten cities in California, and 14 states across the US, have passed similar anti-scab bills. The council has amended their pension plans and will be introduced along with other fringe improvements.

Local 26 Preserves Jurisdiction

Bakerfield — A cotton compress company here failed in a recent attempt to violate union jurisdiction and hire workers at less than union scale.

The case was taken up before arbitrator Edgar A. Jones, Jr., who agreed with Local 26 that the work fell within the scope of the collective bargaining agreement. He pointed out that the workers had to be paid $3 per hour retroactive to the date of their hiring. The company claimed that this work was outside union jurisdiction.

The issue was the topic of a roundtable discussion on party tactics to be held at a conference in Portland on June 22. The issue was taken up before arbitrator Edgar A. Jones, Jr., who agreed with Local 26 that the work fell within the scope of the collective bargaining agreement. He pointed out that the workers had to be paid $3 per hour retroactive to the date of their hiring. The company claimed that this work was outside union jurisdiction.

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THERE WAS NO planned itinerary for our trip to Australia and New Zealand. We were told by the union's officers that we were on our own. As a matter of fact, it was only supposed to be a trip to Australia, but two of us (Frank and Jim) found out we could work a brief stopover in New Zealand into our return trip and did so. (Norman was able to come home by way of Japan.)

However, we recommend that New Zealand be given a more thorough examination by some future overseas delegation from the ILWU. We found ourselves apologizing during our brief stay in New Zealand for not allowing ourselves more time there.

Despite the fact we had no planned itinerary, we believe we gained a very comprehensive insight not only into the operations of waterfront unions Down Under but into the union movement as a whole and to the outlooks and attitudes of the people there.

Since our return home and the resumption of our normal daily lives, it has become more apparent to each of us how much of a common relationship, bond and understanding exists—and will continue to exist—between the workers' unions of our two nations.

On many occasions since our return when we have read about some development in Australia we've been reminded of our brother and sister workers in Australia and New Zealand.

We miss their brotherly interest and concern for us as fellow workers from the U.S. We met with the leaders of the Australian Waterside Workers Federation of which we were reminded of our brother and sister workers in Australia and New Zealand.

We wish to extend our sincere thanks to the Australian Waterside Workers Federation, which was to support the Australian Labour Party. As you probably know, the Labour Party won and its leader, Gough Whitlam, is now the first Labour prime minister in 22 years.

In his first three weeks in office he opened talks with the People's Republic of China. He closed the Australian embassy in Taiwan. He sent a letter of protest to President Nixon against the renewed bombing of North Vietnam. He ended conscription. He reopened the case for equal pay for women in Australia. He closed the Rhodesian Center in Sydney. He took over large property and allotted it to the Aborigines. He removed the sales tax on contraceptives and excise tax on wine.

The first Labour government in 23 years shows promise of giving Australians a better deal. She will now become a much more independent nation, creating in the process a new national dignity and exercising a greater voice in international affairs.

Military intervention in Asia will be ended, and foreign capital will not be permitted to grab Australian industries and resources at will. Already forecast are controls on price manipulations by monopolies, improvements in workers' pensions, encouragement of fuller unions, equal pay for women for equal work, a more satisfactory national health plan and improvements in workers' pensions.

Union leaders are looking for a constructive, specific attack on unemployment and rising consumer prices. They are calling, too, for a revision in tax scales to relieve lower and middle income groups from present excise burdens.

We feel it's just a matter of a relatively short period of time before Australia will be a completely autonomous, independent nation. This means the remaining "motherhood" ties with England through the structure of the Commonwealth will diminish and eventually vanish.

This is based on conversations with many Australians. They made one profound conclusion dammed clear to us. An Australian is just that. He's not English.

THERE ARE MANY similarities—and a number of differences—between the situations we face in our union and those on the docks in Australia and New Zealand.

The objective situations are much the same—constantly increasing containerization, roll-on/roll-off ships and the rest.

There are two container facilities in Sydney and another is nearly completed. Other ports have facilities for this type of operation but in a smaller proportion.
Jim Bowen, Local 63, Wilmington, makes friends cautiously with a kangaroo during visit to an Australian port.

In Sydney we saw a roll-on/roll-off ship with five decks in simultaneous operation. Three men are utilized for each type of operation regardless of the deck they are on—plus one flagman for each deck and the machine and equipment operators.

In conventional cargo handling a gang in Australia is composed of 11 men—two winch men, one ladder man, one hatch leader, six men in the hold and two on the apron.

The work day for stevedores is seven hours. Shifts run 7:30 a.m. to 2:30 p.m., 3 p.m. to 10 p.m., and 11 p.m. to 6 a.m. Saturday work is paid for at double time for the first two shifts and two-and-half times the basic rate for the third shift.

On Sundays the rate is two-and-a-half times the basic rate on the first two shifts also. In addition, men are paid a $4.42 premium for reporting on Saturdays and Sundays. (The Australian dollar, by the way, is worth considerably more than its US counterpart. Today it takes about $1.42 US to get one Australian dollar.)

The currency is one of the strongest in the world. The hourly base rate for Waterside Workers, however, is only $2.31. Yet they are among the top four groups of Australian wage earners.

There is also a guarantee pay plan in effect in Australia. The guarantee is for 35 hours of work and varies between $69 and $77 depending on whether the port is classified as permanent or casual.

There is also fully guaranteed pay when an injured worker is on workers’ compensation.

They also have something called “five and three.” This means five days work and three years work. They receive a $4.42 premium for reporting on Saturdays and Sundays.

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The delegation was introduced to a chap in a white smock by the vigilance officer. (That’s the same as a business agent here.)

It turned out all of these men in the white smocks are themselves wharves. They have to pass two first aid tests—one by the state and another by the union. They get the skilled rate of pay. Some jobs are steady, some weekly and some by the job.

We visited a steel mill where many workers of foreign origin were doing the dirty and arduous work and getting comparatively low wages.

As in most countries throughout the world, the worker who is a member of a union that has a collective bargaining agreement with the employer has the better paying job.

However, comparison between an Australian union member and a union member in the US is somewhat difficult.

In many respects the average well-paid worker in the US tends to become middle class in his daily living habits and in his political thinking. This, to our observation, is not true of the workers in Australia.

The Australian trade unionist feels very strongly about his political convictions. He feels he comes from the working class and, for the most part, he expresses that conviction by being active in and supporting the Australian Labour Party.

It was strange to find the average Australian more aware of domestic and political developments than the average American worker. Maybe it’s because they are a relatively young nation and are looking for the mistakes made by US and other nations in order to avoid the same pitfalls.

We found many of the problems that plague us, inflation, overcrowded cities, growing competition in international trade and the invasion of foreign capital.

But we found the Australians still consider that they live in a “lucky country.”

NIN AUCKLAND, New Zealand, we were shown through one of the most comprehensive dock-

IN CONCLUSION, we have a number of general observations to make.

Throughout our travels we came in frequent contact with people who have immigrated to Australia. We found nearly all service occupations are being performed by immigrants from throughout Europe—bartenders, waiters, waitresses, some cab drivers, barbers.

Most of these immigrants are there on two and three-year work visas. Some have made the move on a permanent basis.

One thing was quite noticeable to us. We failed to come in contact with any black or Asian people in the communities we visited.

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Injury Pay

Lags Badly
In Oregon

PORTLAND — The Clerks' bulletin, 40-RECAP, in its May 23 issue pointed up inequities in disability pay for job injuries. In Oregon the weekly payment is $85. In Washington it's $125.90 a week.

If you're hurt on the ship or on any dock job other than for a port authority, you're covered by the Federal Harbor Workers Act, and the weekly benefit is $187.

SALEM — The Oregon Senate last month passed SB 233, which would increase job injury pay for women, from one third to one half of the state's average weekly wage. This would raise the maximum benefit to $180.

However, the bill is hung up in the House labor committee, where another measure concentrating on women, SB 44 (state version of the federal 

Minority workers, SB 93, which would increase job injury pay for minority workers to one half of the state's average weekly wage, was defeated. But unless there's "a last push at least 500 dock workers at Del Webb's Kuilima Hotel.

Another major labor bill, HB 2363, which would increase the maximum benefit for jobless workers to 50 percent of the state's average weekly wage, and to 55 percent one year from now, was recommitted with a "do pass" several weeks ago, but still hasn't hit the House floor.

Poehlman, has been watered down. The original measure called for 66-2/3rds per cent of the state's average weekly wage.

Unemployment benefits in Oregon have increased by only 87 in the last 35 years, according to a front page story in the May 18 Oregon Labor Press.

One labor-backed bill, SB 237, which would have given workers the right to sue their own employer (third party suit) for unsafe practices leading to injury, was defeated before it got to the House by a Senate vote of 17 to 12.

The last-named bill has been in the House labor committee for almost three months. "They were informed by the Senate, 'Don't keep amending it, but they did,'" said CRDC lobbyist John Olson.

Under pressure from the Associated General Contractors and the Wheat League, they gutted the bill," he charged. "One of the amendments exempts farmers.'

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Poehlman, has been watered down. The original measure called for 66-2/3rds per cent of the state's average weekly wage.

The Senate Commerce Committee in Washington June 6 that a bill (S. 1566) aimed at imposing 240 days of injunction on any strike interfering with commerce between Hawaii and the West Coast won't work. With Bridges is ILWU Washington representative Pat Tobin.
An Old Longshore Strike
(1923) Remembered

SAN PEDRO — A strike that occured a half a century ago, the San Pedro longshoremen's strike of 1923, was commemorated at Harbor College here on May 15. The California Labor History Association and the Southern California Civil Liberties Union joined in sponsoring the event.

The dispute was ended when ILWU hired arbitrator Sam Johnson, one of the American Presidant's, has set a new Yokohama-Los Angeles speed record, averaging 26.74 knots.

Letters to
The Editor

President's Power

With all the excellent reporting and commentary we have been reading on Watergate, there should be more attention focused on the one area where we, the people, and the Congress have some effective action, the area of the President's special powers.

Up here in Washington we have been circulating petitions calling on our dele-

5.000 of those arrested on "Liberty Hill" in San Pedro when union sym-

porter May 23. "Do you think we can meet it?"

Your "investigation of the so-called fuel

Old Longshore Strike

San Francisco — Following is the June 13, 1973, list of dockers who have been injured or died in various ILWU - PMA plans.


President's power is not to be taken lightly.

Dockers, Widows on Pension List

LOCALS — Eloy P. Fisher, Local 4: Edward Williams; Local 19: Joseph D. Graham; Local 26: Matteo Berti, Donald C. Gregory, Ernest Jerich, James K. Kempson, Ernest Jess, Jack C.蚠nson, Richard L. Oja, Heyward Wat-

The motion was made following dis-
cussing World War II and other wars that most legislation of in-

Tides, those who most believe Social Security disability retirees who are less than 65 years old.

The Medicare Act has been amended to cover disabled men and women who have been receiving social security dis-

The Bill of Rights. Although President's special powers.

If you talk about banning, the people pass it out and discuss it, there are other insecticides just as danger-

President's power is not to be taken lightly.

Dockers, Widows on Pension List

The Tribune — The annual blood draw-

President's power is not to be taken lightly.

Dockers, Widows on Pension List

One of the features of the observance was the reading of the Bill of Rights. Many of the participants in the 1923 strike were active in the resurgence of the union movement in the Los Angeles harbor area a dozen years later.

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President's power is not to be taken lightly.
China Visit Slated for September

SAN FRANCISCO — The visit to the People’s Republic of China by a delegation from the ILWU has been scheduled tentatively for September, President Harry Bridges announced.

He revealed the date during a visit here June 8-10 of a group of journalists from China.

The ILWU visit to China, authorized anew by the union’s twentieth biennial convention, has been awaiting completion of longshore and warehouse negotiations.

MUCH INTEREST

The touring Chinese journalists, guests of the American Society of Newspaper Editors and the National Commission on United States-China Relations, expressed particular interest in the operations of the ILWU here.

They were up bright and early Monday morning, June 11, to be on hand for the 6:30 a.m. longshore dispatch.

Surprised to find two big red and gold banners greeting them in both Chinese and English, the Chinese expressed great interest in the business of learning just how the dispatch works.

They went behind the windows and looked over the dispatcher’s shoulders as interpreters explained what was going on (with the aid of Local 10 officials).

Then they watched the Local 10 drill team execute some of its snappy routines and posed for pictures with the drill team and union officers before going to breakfast at Fisherman’s Wharf as guests of the San Francisco Examiner.

TO DOCKS

After breakfast they boarded a bus and visited three piers—the American Pacific Veneer plant at Pier 60; the San Francisco Grain Terminal at Pier 24 and the Pacific Far East Lines operation at Pier 96.

Next came a lunch at the Apostleship of the Sea where they were joined by truck drivers and union officers before going to the Francisco Bay bridge.

In the afternoon they visited a number of homes of typical San Francisco workers and families in the neighborhood of St. Francis Square.

The previous day, as a result of arrangements made by ILWU Vice President William Chester in his capacity as President of the Bay Area Rapid Transit District Directors, the Chinese were given a special ride on a BART train and viewed a portion of a baseball game at the Oakland Coliseum.

The delegation was headed by Chu Mu-Chih, director of Hsinhua News Agency, and included top staff members from magazines and newspapers throughout China.

Local 142 Members Serve On Panels

HONOLULU — Tatsushi Domingo, ILWU Local 142 unit chairman at Hono-kaa Sugar Company, has been appointed to the Temporary Commission for Environmental Planning by Governor John A. Burns. This committee will write an “environmental policy statement to guide future growth” in Hawaii.

Gerald G. Daly, unit chairman at Garden Isle Motors, has been appointed to the Kaiun Board of Water Supply by Mayor Francis Ching.

Proposals Submitted

For Dried Fruit Pact

SAN JOSÉ—Warehouse Local 11 has submitted its proposals for a new contract covering 1,200 workers in the dried fruit industry in Santa Clara County. Three employers are involved—Sunsweet, Del Monte and Mayfair.

The present contract expires June 30. The negotiating committee is headed by Local 11 officials George Lavarero and Oscar Hart.

Island X-Ray Techs Win Big Package

HONOLULU — ILWU members employed as x-ray technicians at Kaiser Hospital here have ratified a new contract providing for a seven percent across-the-board pay boost retroactive to January 1, 1973.

They thus retained their standing as the highest paid x-ray technicians in the state of Hawaii. The new contract runs for three years with re-openers on wages and two unspecified items on both January 1, 1974 and January 1, 1975.

The pact expires at the end of 1975.

The agreement still must be approved in Washington, DC since the health care industry remains under mandatory federal wage controls.

Balloting Committee

SAN FRANCISCO—Lupes Martinez of Local 17, Sacramento, is a member of the balloting committee conducting the current international union elections. His name was inadvertently left off an earlier listing of the committee carried in The Dispatcher.

New Barge Cargo For Coos Bay

COOS BAY—A new cargo operation has come to the world’s largest lumber port with the completion of facilities for the unloading and storage of a chemical used in the manufacture of plywood and hardboard.

The chemical, known as urea, a derivative of petroleum, is barged here from Alaska’s Kenai peninsula.

Urea barges have been put into Stockton and Seattle, but the one shown in the picture above is the first to enter Coos Bay, according to Don Banta of Local 12, who supervised the unloading.

The pictures were taken by Forrest Taylor, president of the Columbia River District Council.

“They put a spout down into the barge,” Taylor said, describing the operation.

The urea, a dry, powder-like substance, is drawn up on a chain conveyor to the mammoth, newly constructed circular holding facility adjacent to the Portland dock. From there it is transported by rail to the Georgia Pacific veneer plant.

Ship Scaler Pact Nets Major Gains

SAN FRANCISCO—Ship Scalers and Painters Local 2 has won a new two-year agreement, beginning June 15, 1973, covering its members working for four companies in the San Francisco bay.

The settlement provides for wage increases of 35c an hour in each of the two years for a basic wage total hike of 70c per hour. There are also additional vacation allowances of 5c per hour for both 1973 and 1974.

The pact, reached in negotiations June 12, calls also for maintenance of hospital-medical benefits, prescription drug coverage for members and employer-paid life insurance. In addition, the local won increased employer contributions toward the operation of its hiring hall.

The Local 2 negotiating committee, composed of President Bob Edwards and Humberto Montes, was assisted in the latest stages of the negotiations by Northern California Regional Director LeRoy King and Research Director Barry Silverman.

Frank Jaworski Named to Stockton Port Commission

STOCKTON — Frank J. Jaworski, 63-year-old retired longshoreman, has become the first man from labor to be appointed to the Port of Stockton Commission.

Jaworski, a former president of ILWU Local 54, was named to the commission as a replacement for Ernest Reed, who asked the San Joaquin County Board of Supervisors not to reappoint him.

Jaworski’s son also is a Local 54 member. (The son’s account of his trip to Australia and New Zealand with an ILWU delegation appears on pages 4 and 5 of this issue).

The elder Jaworski, who had worked at the port since 1934, retired last year after an injury made it impossible for him to work.

The ILWU has been campaigning for years to get a member on the Stockton Port Commission.

COMMON LANGUAGE—Mark Lupher (right), son of Tom Lupher of Local 10, converses in Chinese with members of a delegation of journalists from the People’s Republic of China who visited the San Francisco hiring hall June 11. Lupher, who is majoring in Chinese studies at the University of California at Santa Cruz, has worked as a warehouseman and ship clerk.

Frank Taylor photo
August 1973
Published by the International Longshoremen's and Warehousemen's Union
Details of ILWU-PMA Coast Pact

MEMORANDUM OF UNDERSTANDING
Between
PACIFIC MARITIME ASSOCIATION
(For the Employers)
INTERNATIONAL LONGSHOREMEN'S 
and Warehousemen's Union
(For and on behalf of itself and each of its
longshore locals and clerks locals in California,
Oregon and Washington)
The 1966-1971 Pacific Coast Longshore and
Clerks' Agreement, as amended, shall be
re-executed and further amended as follows:
APPLICABLE
TO
LONGSHORE AND CLERKS
I. WAGES
Longshore
The basic straight time hourly rate for men
paid on a six (6) hour day basis shall be in-
creased by forty cents (40c) per hour effective
8:00 a.m. on June 30, 1973. This brings the
basic straight time rate to $5.50 per hour and
the overtime rate to $8.70 per hour.
The basic straight time hourly rate for men
paid on a six (6) hour day basis shall be in-
creased by thirty cents (30c) per hour effective
8:00 a.m. on June 29, 1974. This brings the basic
straight time rate to $6.525 and the over-
time rate to $9.79 per hour.
For special categories of longshoremen his-
torially paid on an eight (8) hour straight time
basis, the straight time hourly rate shall be in-
creased as follows:
Effective 8:00 a.m., June 30, 1973... .45
Effective 8:00 a.m., June 29, 1974... .34
Clerks
Effective 8:00 a.m. on June 30, 1973 the
straight time hourly rate for clerks will be $6.15,
and the overtime rate will be $9.385, the straight
time hourly rate for (clerk) supervisors will be
$8.805, and the overtime rate will be $12.01; the
straight time rate for (clerk) chief supervisors
and supercargoes will be $7.545 and the over-
time rate will be $11.32.
Effective 8:00 a.m. on June 29, 1974 the
straight time hourly rate for clerks will be $6.525,
and the overtime rate will be $9.79; the straight
time hourly rate for (clerk) supervisors will be
$8.805, and the overtime rate will be $12.01; the
straight time rate for (clerk) chief supervisors
and supercargoes will be $7.545 and the over-
time rate will be $11.32.
NOTE: For longshoremen Twenty-five cents
(25c) of the forty cents (40c) will be payable ef-
fective June 2, 1973, if approved by the Cost of
Living Council. For longshoremen on an 8 hour
basis and for clerks appropriate amounts based
on the 25c will be payable effective June 2, 1973
if approved by the Cost of Living Council.
Cost of Living Increases
Effective January 1, 1973, 1c for each full .3
increase in Consumer Price Index with a 1c max-
imum based on CPI movement from May 1, 1974 to
October 31, 1974.
Effective July 1, 1973, 1c for each full .3 in-
crease in Consumer Price Index with a 1c max-
imum based on CPI movement from November 1, 1974 to
April 30, 1975.
Increases not part of base rate, but used to
calculate overtime, Christmas, Holidays, and
Pay Guarantee Plan payments.
(Full Cost of Living clause to be drafted. See
"Cost of Living Allowance," this supplement.)
II. PAY GUARANTEE PLAN
Preamble
The basic intention of the Pay Guarantee
Plan is to provide a weekly income to eligible regis-
tered longshoremen and clerks.
1. For each year of the contract the Employers
will make available for the Pay Guarantee
Plan a Fund of $6,000,000.00. One Fifty Second
(1/52) of the amount will be available at
the end of each payroll week ($115,385 per
week). Pay Guarantee Plan benefits shall
be a maximum of 36 hours for A men and
a maximum of 18 hours for B men, at the
basic straight time rate, except that the Pay
Guarantee Plan benefits for B men will be
increased to a maximum of 24 hours if, as
provided in paragraph 6, circumstances al-
low.
A. A Pay Guarantee Plan eligibility list shall
be prepared. Any man who worked one or
more hours during the fifty-two week period
ending 8 a.m., May 26, 1973, will be included
on the original Pay Guarantee Plan eligi-
bility list. A man will not be on the original Pay
Guarantee Plan eligibility list will be added
on the list on the July 1st or January 1st that
he becomes entitled to Welfare Fund cover-
age.
B. The Pay Guarantee Plan eligibility list
shall be reviewed and updated bi-annually.
NOTE: *For longshoremen: Twenty-five cents
(25c) will be payable effective June 2, 1973
if approved by the Cost of Living Council.
C. For longshoremen on an 8 hour
straight time basis and for clerks
appropriate amounts based on the 25c
will be payable effective June 2, 1973
if approved by the Cost of Living Council.
D. The employment earnings and “availability”
in the joint hall to determine eligi-
Bility and calculate Pay Guarantee Plan
benefits shall be integrated with their regular
employment earnings and “availability” to
determine eligibility for Pay Guarantee ben-
fits.
E. At the close of each payroll week the Joint
Chief Dispatcher shall furnish PMA for the
Pay Guarantee Plan purposes a Fund of
$6,000,000. One Fifty Second (1/52)
of the amount will be available at
the end of each payroll week ($115,385
per week).
F. A man who is on the eligibility list will be
eligible for Pay Guarantee Plan benefits for
any week in which he was available for work
on the five days, Monday through Friday,
inclusive, and for whom it is determined that
this availability requirement shall qualify the employee
from participation in Pay Guarantee Plan benefits for the
week in which the failure occurs. The Union agrees that it has an
obligation under the Agreement to provide the
Employers with the required work force on
Saturdays and Sundays. (Part time union
officers and part time supervisory employees shall
have their union and joint employment hours
and earnings integrated with their regular
employment earnings and “availability” to
determine eligibility for Pay Guarantee ben-
fits.)
G. If a man is not on eligibility list at the
beginning of the Pay Guarantee Plan eligi-
bility period that week and became eligible
for Pay Guarantee Plan benefits for
that week, his Pay Guarantee Plan eligi-
bility period shall be expanded to include
that week so that he is eligible before the
adjustment if any, the Pay Guarantee
Plan payment for the four week period
is eligible before the adjustment if any, the
Pay Guarantee Plan payment for the four week period
will be paid the difference between his earnings for
the four weeks plus any “make whole” payments in
the “make whole” payments have been made, B men
will be paid $115,385 per week in the Pay Guarantee
Plan for the first 13 week period exceed the total amount of $115,385.
A lump sum or “make whole” payment will be made payable
for the first 13 week period and the amount of the adjustment, and the net pay-
ment after the adjustment.
5. (b) If the total payments do not exceed the
weekly $115,385, PMA will prepare checks for the
52 weeks with “make whole” payments in
the aggregate shall not be in
accordance with the rules.
(b) If the total payments exceed $115,385, an across-the-
board percentage reduction will be made to
to reduce the total figure to $115,385.
6. If during the first 13 payroll weeks there
are weeks in which the amount paid out for Pay Guarantee Plan purposes exceeds the
$115,385, any excess monies for those payroll weeks will be deducted from the monies left over
until the end of the first 13 week period of
the contract, at which time a review of total payments will be made. Any such excess monies will be used to make a lump sum payment to any registered man who, dur-
ing the first 13 week period, had his weekly Pay Guarantee Plan benefit reduced under the
rules. 
If the total payments exceed the total amount of $115,385.
A lump sum or “make whole” payments will be made payable
for the first 13 week period and the amount of the adjustment, and the net pay-
ment after the adjustment.
5. (b) If the total payments do not exceed the
weekly $115,385, PMA will prepare checks for the
52 weeks with “make whole” payments in
the aggregate shall not be in
V. Dispatchers

*NOTE: Omitted from the preceding paragraphs

industry and actuarially discounted from age

Supplement.)

*NOTE: The foregoing Sections:

1) on vacation,
2) verified sickness or injury.

SECTION I WAGES

Sec. 7.31 Longshoremen with prior service "make whole" payments for that period. At the end of the fourth 13 week period, if there is an excess left after "make whole" pay-

ments have been made for that period, such excess will be used to "make whole" any men who were not "made whole" in prior periods.

A. The present children's dental program of

7.41 Longshoremen with prior service

1/2 the actuarially discounted pension. (Effec-
tive 7/1/73.)

B. The present children's dental program of

400% of the cost of covered services ap-
plies to dependent children up to age 15. The
coverage will be extended to all de-
pendent children to age 19. (Effective 7/1/73.)

C. Orthodontia services will be provided on

a 50% co-insurance basis up to a max-
mum of $500.00; that is, the plan would
pay one-half of the first $1,000 of ortho-
dontia cost per individual. (Effective 7/1/73.)

2. Vision care through a plan providing an
annual eye examination, annual lenses if pre-
scription changes, and frames every other
year. These would be available through a
panel of optometrists and the plan requires
a $5.00 payment by the employee for each
examination. (Effective 7/1/74.)

3. In those ports where the employee has an
option to choose hospital-medical coverage
using either Kaiser type medical plans or an
insurance program, the insurance program
would be improved so that the out-of-pocket
cost to the employee would be reduced to
the same proportionate level as in existence
at the inception of the plan. (Effective 7/1/73.)

4. Kidney Dialysis—To provide kidney dialysis
in the home or non-hospital treatment centers
during the first two months prior to Medi-
care picking up the cost and for those indi-
viduals not entitled to Medicare coverage.
(Effective 7/1/74.)

5. The following changes in eligibility for wel-
fare will be included:

A. Eligibility for dependent children varies
from program to program and would be
standardized at full welfare coverage from
birth to age 19 (age 21 in Portland under the
Kaiser Program) and thereafter to age
23 for dependent children who are full-time students. (Effective 7/1/73.)

B. Incapacitated dependent children will con-
tinue to have eligibility beyond the age
limits while they are incapacitated. (Ef-
tective 7/1/73.)

C. Upon the death of an active longshoremen,
welfare coverage for his widow and de-
pendent children would continue for one
year, with provision to continue coverage
beyond her at her own expense. (Effective
7/1/74.)

V. VACATIONS

(A) Applicable to Longshore only: Substitute
Sections 7.25, 7.251 and 7.252 of the Clerks' Con-
duct Document for the present Section 7.25 in the
Longshore Contract Document. (Effective 7/1/73.)

(B) Applicable to Longshore & Clerks: Effect-
ive July 1, 1974 provide a maximum of
four weeks vacation per calendar year for
five years, and a maximum of five weeks vacation after twenty-
three years (applicable to vacation qualifications in 1974, payable in 1975).

(C) Applicable to Longshore & Clerks: Effect-
ive July 1, 1974 reduce the two week basic
vacation requirement of Section 7.25 to 1300 hours
(applicable to vacation qualifications in 1974, payable in 1975).

(D) Applicable to Longshore only: Effective
July 1, 1974 reduce the 1600 hours requirement in 7.25 to 1300 hours
(applicable to vacation qualifications in 1974, payable in 1975).

(E) Applicable to Longshore & Clerks: Change
Section 7.24 to provide for the distribu-
tion of vacation checks in the first week in April
(applicable to vacations paid during the calen-

VI. HOLIDAYS

There shall be paid holidays as follows:

- July 4, 1973—Christman's Day
- November 26, 1973—Labor Day
- December 25, 1973—Thanksgiving Day
- December 26, 1973—Independence Day

On Labor Day, Thanksgiving Day, and Inde-
pendence Day, a work force shall be available to
meet the Employers' needs.

Christmas Day and New Year's Day shall be
voluntary work holidays with work on a vol-
untary basis from 8:00 p.m. the day before the
holiday until 7:00 a.m. the day after the
holiday. An extended shift will be worked from
3:00 p.m. to 5:00 p.m. the day before the holi-
day for the purpose of finishing a ship.

To be eligible for holiday pay employees must meet the availability requirements of the Pay Guarantee Plan for at least two of the five
days, exclusive of the holiday, Monday through
Friday for the week in which the holiday falls.

B. The present children's dental program of

200% of the cost of covered services ap-
plies to dependent children up to age 15. The
coverage will be extended to all de-
pendent children to age 19. (Effective 7/1/73.)

The Pay Guarantee Plan shall provide that if

the holiday falls or is observed, on Monday
through Friday, availability will not be required
on that day.) An employee shall not lose holi-
day pay because of his failure to meet the afore-
mentioned requirement if such failure is due to his
being:

1) on vacation;
2) verified sickness or injury.

Steady employees shall meet their weekly or
monthly availability requirements to be cred-
ited for holiday pay. Also employees shall be regis-
tered on the date of the paid holiday to be elig-
ible for holiday pay and have worked 800 hours
in the prior calendar year, or the most recent
year during which he could have done so in his
port of registration.

Registered employees entitled to payment of
the paid holiday shall receive payment of 8 hours
at the basic straight time rate of pay re-
gardless of whether or not they work. When
registered men entitled to a paid holiday per-
form work on such holiday, their additional pay-
ment for working shall be as prescribed in Sec-
ton of optometrists and the plan requires
a $5.00 payment by the employee for each
examination. (Effective 7/1/74.)

6. Elders shall meet the requirements of the
Pension Plan for at least two of the five
years (applicable to vacation qualifications

7.25, 7.251 and 7.252 of the Clerks Contract Doc-
dument (applicable to vacation qualifications

8. The procedures described in the preceding
paragraphs shall apply in like manner to the
succeeding 13 week periods of the agree-
ment. Any amount left unused in a preced-
ing 13 week period shall be carried over to
the end of the following period and used for
"make whole" payments for that period. At the end of the fourth 13 week period, if there is an excess left after "make whole" pay-
ments have been made for that period, such excess will be used to "make whole" any men who were not "made whole" in prior periods.

8. No registered man shall be eligible for Pay
Guarantee Plan payments for more than 12 payroll weeks per payroll year minus the
number of weeks of vacation for which he is paid. (Effective 7/1/73.)

9. A man may count all Pay Guarantee Plan
hours for which he is eligible for payment
toward his Welfare Plan and Pension Plan eligi-
bility. A man's Pay Guarantee Plan hours will be calculated at the end of each 13 week period by dividing the Pay Guar-
antee Plan payments for which he is eligi-
ble for the period by the basic straight time rate.

10. A work stoppage by any Local(s) in viola-
tion of Section 11.1 of the PCL&CD shall disqualify all registered men in the port(s) affected from payment under this Plan in the payroll week that the violation occurs. In the event of a coastwise work stoppage occurs, the Employers' obligation for $6,000,
000 will be reduced by the $115,385 which was
to be available for that payroll week.

11. In the event that unions other than those
signatory to the PCL&CD have work stop-
pages or there occurs an Act of God (de-
scribed herein as "force major") that creates a need to provide Pay Guarantee payments in a port, area, or on a coastwise basis for a period extending beyond one pay-
roll week, Pay Guarantee Plan payments will be suspended in the port, area, or coastwise, as applicable, until work can be resumed. There shall be no reduction in the Employ-
ers' liability for the Pay Guarantee Plan Fund as a result of such incidents.

12. The Employers will determine the method by which the $8,000,000 per year will be col-
lected and made available at the rate of $115,385 per payroll week.

13. Disputes arising over the interpretation or
application of the terms of the Pay Guar-
tee Plan shall be processed through the con-
tact grievance machinery.

NOTE: Omitted from the preceding paragraphs

are several items to which the parties agree
to the fullest extent possible, including but not limited to the following:

1. Travel Rules,
2. Unemployment Compensation and other
requirements.
3. Flopping jobs, walking off job, disciplin-
ary action, dispatched but not reporting.
4. Distressed ports.
5. Eligibility list and benefit plan qualifi-
cations.

(See ILWU-PMG PGP rules elsewhere in this supplement.)

III. PENSIONS

1) For men 55 or 65 with 12-24 years of service,
add provision for pension payment upon leaving
industry and actuarially discounted from age
65, with provision for widow's benefit of 1/4
of the actuarially discounted pension. (Effec-
tive 7/1/73.)

b) For men 55-61 with 25 years of service,
provide the present deferred pension payment
at normal retirement age of 62 rather than 65, and for men 55-61 leave of absence to leave
industry be actuarially discounted from age
62 rather than 65. (Effective 7/1/73.)

C. Upon the death of an active longshoreman,
welfare coverage for his widow and de-
pendent children would continue for one
year, with provision to continue coverage
beyond her at her own expense. (Effective
7/1/74.)

F. Dental

A. The present dental plan provides benefits
equal to 60% of that at the time of union

411. -1ysi tosit

Page 2-5 June 22, 1973
COST OF LIVING ALLOWANCE

1. A Cost of Living Allowance (COLA) shall be effective at the commencement of the first payroll week beginning after January 1, 1973. A further COLA shall become effective at the commencement of the first payroll week beginning after July 1, 1973.


3. The COLA which becomes effective at the commencement of the first payroll week beginning after January 1, 1975, shall be $.01 (one cent) per hour for longshoremen (and $.01125 per hour for clerks) for each full .3 (three tenths) of point increase in the CPI for November 1974 over the CPI for May 1974. The maximum COLA payable for this period shall be $.12 per straight time hour for longshoremen and $.135 per straight time hour for clerks.

4. The COLA which becomes effective at the commencement of the first payroll week beginning after July 1, 1975 shall be $.01 (one cent) per hour for longshoremen (and $.01125 per hour for clerks) for each full .3 (three tenths) of point increase in the CPI for May 1975 over the CPI for November, 1974. The maximum COLA payable for this period shall be $.10 per straight time hour for longshoremen and $.1125 per straight time hour for clerks. This COLA shall be in addition to the COLA provided for in paragraph 3 above.

5. The COLA payable in accordance with paragraphs 3 and 4 shall be payable weekly. The COLA shall not be deemed part of the basic longshore and clerk pay rates, shall not be used with computing wage rates based on the basic longshore and clerk wage rates, but shall be applied "on top of" to longshore and clerk pay. The COLA shall be used to compute overtime, vacation, holiday, and Pay Guarantee Plan payments. Part-time men will not be paid for travel time hours. The COLA will not be paid to the clerk chief supervisor's, the clerk chief supervisor's, the supercargo's, or other worker classification differentials.

HOLIDAYS

Delete "Section 5—Holidays" of the Pacific Coast Longshoremen's Agreement in its entirety and substitute the following:

"SECTION 5—HOLIDAYS"

"5.1 The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day and Thanksgiving Day. Christmas Day, or any other legal holiday that may be proclaimed by state or national authority.

5.2 Holiday observance and work schedule. The observance of holidays and the work schedule on the holidays listed in section 5.1 shall be as follows in all U.S. Pacific Coast ports.

New Year's Day
January 1—Work shall be on a voluntary basis of 3:00 P.M. to 9:00 P.M. December 31st until 7:00 A.M. January 2nd.

Exception: An extended shift will be worked from 3:00 P.M. to December 31st for the purpose of finishing a ship.

Lincoln's Birthday
February 12—Normal work day.

Washington's Birthday
2nd Monday in February—Normal work day.

Memorial Day
Last Monday in May—Normal work day.

Independence Day
July 4—Normal work day

Labor Day
1st Monday in September—Normal work day.

Columbus Day
2nd Monday in October—Normal work day.

Veteran's Day
4th Monday in October—Normal work day.

Statewide Election Day
As proclaimed—Normal work day.

Thanksgiving Day
4th Thursday in November—Normal work day.

Christmas Day
December 25—Work shall be on a voluntary basis from 3:00 P.M. December 24th until 7:00 A.M. December 26th.

Exception: An extended shift will be worked from 3:00 P.M. to 9:00 A.M. December 25th for the purpose of finishing a ship.

Any Other Legal Holiday
Normal work day. As proclaimed by state or national authority.

5.3 When a holiday falls on Sunday, the work schedule provided in Section 5.2 shall apply on Sunday; however, the holiday shall be observed on Monday and payment as provided in Sections 5.31 and 5.32 shall apply to Monday.

5.32 On Election Day the work shall be arranged so as to enable the men to vote.

5.33 Where work ceases at 3:00 P.M. December 24th and work begins before 7:00 A.M. December 25th, the day shift guarantee shall be 6 hours on an 8:00 A.M. start and 5 hours on a 9:00 A.M. start.

5.34 Any work schedule restriction provided in Section 5.2 shall not apply in the event of an emergency involving the safety of vessel, life or property.

5.3 Paid holidays. The following holidays shall be recognized as 'paid holidays,' effective July 1, 1973: Christmas Day and New Year's Day. The following holidays shall be recognized as 'paid holidays,' effective July 1, 1973: Independence Day, Labor Day and Thanksgiving Day.

5.51 Eligibility for paid holidays. Only registered employees are entitled to receive a 'paid holiday,' provided:

5.511 They have registration status on the date of the 'paid holiday'; and

5.512 Have worked 800 hours in the prior pay roll year or the most recent payroll year during which there was sufficient worker availability in their port of registration to have done so.

5.513 In addition to 5.31 and 5.312, employees performing their job assignments through the dispatch hall must meet the availability requirement of the Pay Guarantee Plan for at least two (2) weeks. The 'paid holiday' shall receive payment as provided in Section 5.2 above, except that the Employers shall be entitled to the pay for the 'paid holiday' provided in Section 5.2 when a 'paid holiday' falls on: (a) a 'paid holiday,' provided:

5.34 Any work schedule restriction provided in Section 5.2 shall not apply in the event of an emergency involving the safety of vessel, life or property.

5.3 Paid holidays. The following holidays shall be recognized as 'paid holidays,' effective July 1, 1973: Christmas Day and New Year's Day. The following holidays shall be recognized as 'paid holidays,' effective July 1, 1973: Independence Day, Labor Day and Thanksgiving Day.

5.311 Eligibility for paid holidays. Only registered employees are entitled to receive a 'paid holiday,' provided:

5.3111 They have registration status on the date of the 'paid holiday'; and

5.312 Have worked 800 hours in the prior pay roll year or the most recent payroll year during which there was sufficient worker availability in their port of registration to have done so.

5.313 In addition to 5.31 and 5.312, employees performing their job assignments through the dispatch hall must meet the availability requirement of the Pay Guarantee Plan for at least two (2) weeks. The 'paid holiday' shall receive payment as provided in Section 5.2 above, except that the Employers shall be entitled to the pay for the 'paid holiday' provided in Section 5.2 when a 'paid holiday' falls on:

5.32 Payment. Registered employees eligible for a 'paid holiday' shall receive eight (8) hours at the basic longshore (or clerk) straight time rate of pay.

5.321 Registered employees eligible for a 'paid holiday' shall receive payment as provided in 5.32 above, whether they work or not. When registered employees who are eligible for a 'paid holiday' perform work on such holiday, their additional payment for working shall be as prescribed in Section 6.

5.322 Registered employees not eligible for a 'paid holiday' shall receive payment as provided in 5.32 above, whether they work or not. When registered employees not eligible for a 'paid holiday' perform work on such holiday, their additional payment for working shall be as prescribed in Section 6.

5.33 Disbursement. Payment for each 'paid holiday' shall be made on that pay day which is the regular pay day for disbursing payroll checks for the payroll week in which the 'paid holiday' falls. The Pacific Maritime Association shall be the disbursing agent for such payments.

5.34 Work force availability. The Union agrees that employees shall be available to meet the Employers' work requirements on all holidays in accordance with the work schedule contained in 5.2.
1. Plan Participation. Only registered Class A and Class B longshoremen and clerks are eligible to participate in the Pay Guarantee Plan established by this Agreement.

2. Benefit. Pay Guarantee Plan benefits shall be a maximum of 36 hours each week for Class A men and a maximum of 24 hours each week for Class B longshoremen. Benefits for men shall be increased to a maximum of 24 hours each week if there are sufficient funds as provided in paragraph 6 of the Pay Guarantee Plan.

3. Eligibility List. Any registered longshoreman or clerk, A or B, who worked one or more hours during the period ending on May 26, 1973, shall be included on the original eligibility list.

a. A man who is not on the original eligibility list will be added to the list on the 1st day of each month. The list is established by the Pay Guarantee Plan setup and shall be maintained by the PCL&CCD.

b. Men who have attained age 62 and have 25 years of service shall not be subject to eligibility requirements.

c. Men that are not employed shall be deleted from the eligibility list.

4. Men who are dropped from the Pay Guarantee Plan rolls of nonmember companies participating in the Plan shall be processed through the PMA Central Records Office.

5. Availability. Availability is defined to mean working, or being available to work and employment is offered.

5.1 It is recognized that the industry works 7 days per week and 24 hours per day, and that the union agrees that employees will be available to fill the needs of the employers on all working shifts during the week, including Saturday, Sunday and holidays in accordance with the agreement and Section 5.11 of these PGP Rules. It is recognized that some employees make themselves available to work days, that some employees only make themselves available to work nights, and that some employees make themselves available to work either days or nights.

5.2 Men shall be required to determine shift availability of gangs and men. Men who do not make themselves available to be dispatched shall be placed on a list of longshoremen and clerks who are not currently making themselves available to work in the port to which they are transferred under the provisions of Section 19.1 of the Pay Guarantee Plan.

6. Men who are absent Monday through Friday because of part time union employment or part time join employment, or PGP employment shall have their hours, and earnings, and "availability" for such employment included in the PCL&CCD employment hours, earnings and "availability" to determine eligibility for PGP benefits. Men who are absent because of jury duty shall have their jury duty hours Monday through Friday counted toward availability under the PGP program. Jury duty pay shall be used to offset PGP payments.

7. Vacations. Vacation weeks to which a man is entitled shall be no less than a single full payroll week period (Saturday 8 a.m. to Saturday 8 a.m.). Men shall not be entitled to a guarantee payment during the vacation week period.

7.1 If at the close of the payroll year JPLRC records indicate that a man has not taken a week or weeks of vacation for which he was paid, the man shall be disqualified for PGP payments for a like number of weeks at the beginning of the next payroll year.

8. Authorized Visitors. Men who are granted clearance by the home port LRC and approved by the visited PCL&CCD to work as a visitor shall be entitled to a guarantee payment if in the port they are working.

9. Unauthorized Visitors. Unauthorized visitors shall be men who are not currently making themselves available to work in any other than their home port without having obtained the clearance and approval of the LRC of both ports.

9.1 Unauthorized visitors are not entitled to a guarantee payment in the port they are visiting. Men who are not currently making themselves available to work in their home port are eligible for PGP payments in their home port.

9.11 Earnings paid to unauthorized visitors shall be included in their earnings record in determining guarantee payment eligibility in their home port.

10. Transfers. Men who are transferred to another port under the provisions of the Agreement will be entitled to qualify for PGP benefits in the port to which they are transferred under the following provisions:

10.1 Transfers are to become effective for PGP purposes at the beginning of a payroll week period, i.e. Saturday 8 a.m. to Saturday 8 a.m.

10.2 Transferees shall retain their own individual earnings records. (Traveling men and gangs may separate union demands, and will be dealt with elsewhere in these negotiations.)

11. Travel Provisions. Historically, travel between ports has been an accepted and essential part of the Agreement. It is the workers' obligation to travel to work in the manner and form of the contractual grievance procedure.

11.1 Travel between ports shall continue in accordance with the provisions of the Pay Guarantee Plan and travel practices, subject to these PGP Rules.

11.2 Men not on the "travel exempt" list who refuse to travel accept orders on any day upon which they are available shall not be entitled to a guarantee payment during the payroll week of such occurrence.

11.3 The availability record maintained by the dispatcher shall indicate such refusal to travel.

11.3. Travel time and earnings paid for work in the port to which such travel is made shall be included in an individual's earnings record.

12. Dispatch of Longshoremen as Clerks. If a man who is registered as a longshoreman desires to work as a clerk, he must apply for such a change of employment. If the man is qualified as a clerk, he shall be placed on the longshoremen, A or B, work list and for as long as he remains qualified as a clerk, he may be dispatched by the PGM on a part-time basis. Longshoremen on the "travel exempt" list who desire to work as clerks shall be scheduled for work as clerks in accordance with the provisions of the Pay Guarantee Plan and travel practices, subject to these PGP Rules.

13. Registered Men Employed by Nonmember Companies. Longshoremen and clerks including any former direct employees of the former participating company shall be eligible for PGP payments.

14. Compensation. A longshoreman's or clerk's earnings shall be the sum of all compensation received during the payroll period, including such payments as straight time, overtime, vacation, jury duty, holiday pay, travel time payments, and any other compensation for paid holidays, jury duty pay, State unemployment compensation for longshoremen and clerks, A and B, must apply for unemployment benefits if earnings are less than the availability period, longshoremen shall not be entitled to PGP compensation benefit eligibility for PGP payments.

15. Payroll Processing. All payroll checks for longshoremen and clerks including any former direct employees of the former participating company shall be processed through the PMA Central Records Office.

16. Holiday Week Pay Guarantee Plan Eligibility. In any week which a payroll holiday is paid in accordance with Section 5, Pacific Coast Longshore and Clerks' Contract Documents is observed any day during the normal payroll period, Saturday, Sunday, or holidays, longshoremen and clerks shall be entitled to a guarantee payment in the pay period, such payment being available Monday through Friday, less the day on which the paid holiday is observed. Such a situation can constitute a "distressed port situation" as defined in Section 12.3 of the Pay Guarantee Plan. Such a situation may include B men in a port, or A and B men in a port, and is described as follows:

17.1 When the average A hours worked in a port are reduced to one-half or less of the 36 hours of A men for a continuous six week period, such situation shall constitute a "distressed port situation" for A men in that port. No A man DPS shall exist in any port where B men are registered.

17.2 When DPS occurs for A men the rule in 17.11 shall apply to A men in that port.

18.Modification.

18.1 Disputes arising over the interpretation or application of these Rules shall be subject to the joint resolution of the PCL&CCD.

18.2 The parties agree that it is to their mutual best interest to prevent abuses of the intent and spirit of the rules in order to keep within the spirit of this agreement as their objective, the parties agree that the Rules contained herein are subject to change and modification from time to time for such purpose.

19. Fringe Benefit Eligibility. PGP payment amounts shall be credited toward eligibility for social security and pension benefits in accordance with Section 9 of the 1973-74 Pay Guarantee Plan. PGP payment hours shall not be credited for vacation pay eligibility as provided in Section 7, however, any longshoreman or clerk whose combined hours of earned work and hours of PGP payment period total more than 800 hours in any payroll year shall have such counted as a qualifying year for years of service for vacation eligibility.

20. Work Stoppages by Longshore or Clerk Locals Covered in PGP.

20.1 An unauthorized work stoppage in violation of the grievance machinery or the provisions of Section 11.1 of the PCL&CCD is considered to be a work stoppage by any local in violation of Section 11.1 of the PCL&CCD.

20.2 Unauthorized non-work days or non-work shifts are considered to be work stoppages by any local, in violation of Section 11.1. PCL&CCD.

NO LAYOFFS

There shall be no reduction in the registered longshoremen or clerks work force during the term of the Agreement except for normal attrition due to quits, deaths and retirements and for such other reasons as may be mutually agreed upon. This does not preclude the parties from agreeing upon a reduction in the work force should unusual circumstances develop.