New board holds first meeting

SAN FRANCISCO—The first meeting of the 1985-88 International Executive Board took place in San Francisco July 10-11. The new Board members were sworn in by International President Jim Herman. Members then heard a financial report from Secretary-Treasurer Curt McClain, followed by a report on recently concluded warehouse bargaining. Local 6 President Al Lannon noted problems involved in wrapping up bargaining in the approximately 50 independent "June 1" warehouses and in the Santa Clara County dried fruit industry.

International President Jim Herman reported on ILWU lobbying efforts on behalf of the federal sugar program, to save the jobs of 7,600 members of ILWU Local 142, on serious problems in organizing due to the pro-employer bias of the NLRB, on the recent Supreme Court decision regarding the ILA's 50-mile rule, and other issues.

International Vice-President Rudy Rubio reported on recent bargaining efforts in the Puget Sound-Alaska barge trade (see page 3) as well as efforts to continue organizing Southern California maritime office-clerical workers.

Floor votes loom on sugar bill

WASHINGTON, DC—When Congress returns from its August recess next month, it will head straight into a showdown on the 1985 farm bill, which extends the sugar program.

Floor votes on sugar will therefore occur on both the House and Senate floors in September or October. ILWU is actively lobbying both houses in strong support of the current program.

"We will leave no stone unturned to win on this issue," said President Jim Herman. "It is absolutely vital to the whole State of Hawaii — not to mention workers and consumers nationwide — that the sugar program be extended."

"This program costs the government no money; it ensures a domestic supply of sugar at moderate cost. We don't intend to let the Reaganites and the industrial sugar users throw 6,500 Hawaii sugar workers out of their jobs in order to get sugar from cheap-labor countries and high-dumping areas like the Philippines and the European Community."

The ILWU has already testified on behalf of the sugar program before both congressional agricultural committees. The union has also printed a brochure and set of fact sheets for members of Congress, describing Hawaii's unique dependence on its state-of-the-art sugar industry.

Local 17 wins $1 million beef

Six years after the fact, three workers in a Southern California seafood restaurant, fired during a 1979 ILWU organizing drive, have won reinstatement and a substantial back pay award.

We're glad they won. But a terrible injustice was committed along the way.

By playing out the string, with appeal after appeal after appeal—all of it perfectly legal—the employer and his attorney demonstrated once again how easy it is to use the weaknesses inherent in the 50 year-old National Labor Relations Act to defeat its very purpose—to help workers organize into unions.
Big strikes decline as bargaining tool

WASHINGTON—There have been only 18 major strikes so far this year, involving 85,000 workers, according to new statistics released by the Bureau of Labor Statis-
tics. That is the lowest level in the last 50 years, said Howard Samuel, chief executive of the AFL-CIO, and "we've seen things for other ways, where humanly possible, to settle our conflicts with management.

Experts cited various reasons for the reduced use of the strike weapon, including them:

- High levels of unemployment, par-
ticularly among workers in heavy industry
- The union perception that the federal government is no longer an ally, partly because of its dismissal of striking air traf-
fc controllers.
- Increased automation, which makes striking workers obsolete.
- The loss of union membership, at 18.8% of the work force in 1984, and organized labor has fewer funds to support many workers.

BIGGER CAUSE

A still bigger cause, however, may be management, which experts say has become more aggressive in their deals.

A number of major collective bargaining settlements recently have been reached without strikes. For example, in 1984, the United Auto Workers, with a history of walkouts, reached its first strike-free set-
iment since 1964. The contract terms are two-year pacts, and the UAW-Electric reached agreement with two unions representing 55,000 workers.

A major work stoppage is defined by the Bureau of Labor Statistics as involving at least 1,000 workers and lasting at least one full shift. Such actions, averaged 283 a year in the 1960s and 1970s, fell to 82 in 1984, as against a previous low of 81 in the year 1967.

Labor Department officials caution, however, that the recent major labor statistics do not present a comprehensive picture because in 1981, the government stopped counting disputes with involved fewer than 1,000 strikers, which have numbered as many as 5,000 annually.

Fall labor studies courses set

Sixteen evening or Saturday college-
credit courses are being offered in the Labor Studies Program this fall at San Francisco
Community College. Most classes start the week of August 19.

Evening classes, which run from 7 to 10 p.m., are:

- Monday: American Labor Movement; 
- Labor Economics and two on Women's and Union Services.  
- Tuesday: Labor Law, history and participation of minority 
- Asian Pacific workers. 
- Wednesday: Labor and Politics, 
- Thursday: Collective Bargaining. 
- Friday: Communication for Labor Leaders and Rights and Discrimination at Work.

Saturday classes, which meet from 8:30 a.m. to 2 p.m., are:
- Steward Leadership and Training and Work Study.
Because of this they have made substantial operators and are, therefore, able to offer lower operating costs than do the organized SeaWay Express. "As a result of their non-substantially reduced rates to shippers.

The union has been advised and other companies.

at a loss. The union has been advised and other companies.

Puget Sound locals approve new Alaska barge contract

SEATTLE—Members of ILWU Puget Sound locals have overwhelmingly ratified an agreement with Foss Alaska Inc. which modifies the west coast longshore agreement to allow the company some area of flexibility in the Alaska-Puget Sound barge trade.

The memorandum of understanding between the locals and Foss Alaska, will also benefit many of Foss’ non-unionized workers.

All company takeaway proposals were removed from the table by the time agreement was reached after two months of bargaining, said IBU Regional Director Bob Herman.

The negotiating committee consisted of Forrestor, PhilRyan, John News, Jim Carroll, Frank Roach and Tom Tucker.

The IBU Southern California office has also been successful in negotiating a five-year agreement with Crews, Inc. (Long Beach) and a two-year agreement with Foss Alaska Inc. that was covered by this agreement supervise members of Local 56 in cleaning up oil spills and related work.

Shippers—Members of Local 2, San Francisco, threw a picket line around H&H Ship Service July 23 when the employer refused to sign an already-negotiated contract with the ILWU shippers unions, and was preparing to pump oil into a local fishing boat with non-ILWU labor. The picket line remained up until late afternoon when the overall agreement was signed, and Local 20 members went to work on the pumping job. The agreement was negotiated by Local 20 President Annie Coleman with the assistance of Northern California Regional Director LeRoy King.

Board members include the International titled officers, along with Pete Fuller, Local 54, Stockton; George Ginnis, Local 23, Tacoma; Al Lannon, Local 46, San Francisco; Don Liddle, IBU; Willie Zenn, Local 10, San Francisco; Dave Lomas, Canadian Area, Tommie Condrates; Shinichi Nakagawa and Fred Paulino, Jr., Local 26, Portland; Don Salcido, Local 13, Wilmington, Ron Thorkerry, Local 32, Everett; Bill Ward, Local 40, Portland, and Luisa Gratz, Local 26, Los Angeles.

Out of camera range were Luisa Gratz, Local 26, Los Angeles, George Ginnis, Local 23, Tacoma; and Willie Zenn, Local 10, San Francisco.

The committee did an outstanding job, said Herman. "They were faced with a very real need for relief, the union committee made clear its absolute unwillingness to make any concessions whatsoever on wages, health and welfare benefits and pensions. All of these items in the settlement remain status quo.

Convinced, however, of the employers’ real need for relief, the union committee agreed to a series of changes in the contract which have as their basic purpose giving Foss Alaska and other unorganized barge operations the flexibility to operate without unnecessary men. These changes, the committee felt, would allow these companies to compete with non-union operations.

Caucus action on local pacts

Under a resolution adopted by the ILWU longshore, clerks and walking the line causas in April, 1985, all local agreements, before being put into practice, must be passed on to the Coast Committee for comment. "The comment must be made so as to inform the rank and file, so better judgement can be made on acceptance."

The coast committee was instructed by the caucus to keep a record of all such agreements.

PMA, for its part, responded to the situation by reducing the basis on which its tonnage assessment applies to Alaska-bound containers carried by the barge operators.

The agreement was discussed in full at an area-wide mass meeting held at Seattle Center on July 23. After hearing presentations from Herman, International Vice-President Rudy Rubio and Coast Committee member Randy Vechik, the members ratified the agreement by a vote of 401-111.

"The committee did an outstanding job," said Herman. "They were faced with a very real need for relief, the union committee made clear its absolute unwillingness to make any concessions whatsoever on wages, health and welfare benefits and pensions. All of these items in the settlement remain status quo."

Convinced, however, of the employers’ real need for relief, the union committee agreed to a series of changes in the contract which have as their basic purpose giving Foss Alaska and other unorganized barge operations the flexibility to operate without unnecessary men. These changes, the committee felt, would allow these companies to compete with non-union operations.

Caucus action on local pacts

Under a resolution adopted by the ILWU longshore, clerks and walking the line causas in April, 1985, all local agreements, before being put into practice, must be passed on to the Coast Committee for comment. "The comment must be made so as to inform the rank and file, so better judgement can be made on acceptance."

The coast committee was instructed by the caucus to keep a record of all such agreements.

PMA, for its part, responded to the situation by reducing the basis on which its tonnage assessment applies to Alaska-bound containers carried by the barge operators.

Caucus action on local pacts

Under a resolution adopted by the ILWU longshore, clerks and walking the line causas in April, 1985, all local agreements, before being put into practice, must be passed on to the Coast Committee for comment. "The comment must be made so as to inform the rank and file, so better judgement can be made on acceptance."

The coast committee was instructed by the caucus to keep a record of all such agreements.
SeaWay Express' parent company under fire

"Ferrygate" scandal explodes as out-of-court pact covers mismanagement of ferry construction contract

SEATTLE—Who is hiding what from whom at the ferrygate scandal?

An agreement settling a series of lawsuits over the allegedly faulty and unsafe construction of six ferries for the State of Washington has raised a few eyebrows here and has been reported in the Seattle Post-Intelligencer as well as the Harbor, Seattle Post.

There's another interesting revolving-door wrinkle. Fred Piel who, as head of the State Ferry System tried to beat the HIU in 1978, was the man who negotiated the deal with Marine Power and Equipment which is now employed by Marine Power as head of, you guessed it, SeaWay Express.

The ILWU doesn't often find itself on the same side of an issue with the Hearst, said International President Jim Herman. "But we have some common interests here. We think the citizens and taxpayers have a right to know what sort of a deal has been made. Many of the players in this game don't have a particularly good record."

The settlement closes the book on two suits stemming from MP&E's contract to build six Puget Sound-class ferries for the state at a cost of $72.8 million. The ferries, delivered long after their due date, were ordered out of service after a series of collisions with docks and other ferries and numerous mechanical breakdowns. The state of Washington paid the ferries a total of $11 million on the ferries' steering systems, and another $1 million to repair their hulls, bearings, shafts, reduction gears, pipes and navigation devices, according to Seattle Stanley, which has a contract with the Seattle Post-Intelligencer.

AN AGREEMENT WITH PENNIES

"One report claims engineers on the Issaquah, first of its class, were shimmed even before the vessel was built. It's estimated that another $30 million would be needed to get the ferries back into service."

The dispute landed in court in 1981 when Martin Scates, state attorney who was suit to challenge the ferries' construction, charged the state with imposing excess costs in construction. The state countered with a $26 million counter-suit, but also suffered $3 million in docking and the ferries were built with major flaws. Under the settlement reached last year, Marine Power will pay the state a total of $6.8 million. Marine Power & Equipment is the parent company of SeaWay Express, which has challenged the ILWU longshore jurisdiction by running barges—mainly laden ferries—through the Columbia River with nonlinear labor between Puget Sound and Alaska.

SHIMMIED WITH PENNIES

"We think the citizens and taxpayers have a right to know what sort of a deal has been made. Many of the players in this game don't have a particularly good record."

The settlement closes the book on two suits stemming from MP&E's contract to build six Puget Sound-class ferries for the state at a cost of $72.8 million. The ferries, delivered long after their due date, were ordered out of service after a series of collisions with docks and other ferries and numerous mechanical breakdowns. The state of Washington paid the ferries a total of $11 million on the ferries' steering systems, and another $1 million to repair their hulls, bearings, shafts, reduction gears, pipes and navigation devices, according to Seattle Stanley, which has a contract with the Seattle Post-Intelligencer.

AN AGREEMENT WITH PENNIES

"One report claims engineers on the Issaquah, first of its class, were shimmed even before the vessel was built. It's estimated that another $30 million would be needed to get the ferries back into service."

The dispute landed in court in 1981 when Martin Scates, state attorney who was suit to challenge the ferries' construction, charged the state with imposing excess costs in construction. The state countered with a $26 million counter-suit, but also suffered $3 million in docking and the ferries were built with major flaws. Under the settlement reached last year, Marine Power will pay the state a total of $6.8 million. Marine Power & Equipment is the parent company of SeaWay Express, which has challenged the ILWU longshore jurisdiction by running barges—mainly laden ferries—through the Columbia River with nonlinear labor between Puget Sound and Alaska.

SHIMMIED WITH PENNIES

"We think the citizens and taxpayers have a right to know what sort of a deal has been made. Many of the players in this game don't have a particularly good record."

The settlement closes the book on two suits stemming from MP&E's contract to build six Puget Sound-class ferries for the state at a cost of $72.8 million. The ferries, delivered long after their due date, were ordered out of service after a series of collisions with docks and other ferries and numerous mechanical breakdowns. The state of Washington paid the ferries a total of $11 million on the ferries' steering systems, and another $1 million to repair their hulls, bearings, shafts, reduction gears, pipes and navigation devices, according to Seattle Stanley, which has a contract with the Seattle Post-Intelligencer.

AN AGREEMENT WITH PENNIES

"One report claims engineers on the Issaquah, first of its class, were shimmed even before the vessel was built. It's estimated that another $30 million would be needed to get the ferries back into service."

The dispute landed in court in 1981 when Martin Scates, state attorney who was suit to challenge the ferries' construction, charged the state with imposing excess costs in construction. The state countered with a $26 million counter-suit, but also suffered $3 million in docking and the ferries were built with major flaws. Under the settlement reached last year, Marine Power will pay the state a total of $6.8 million. Marine Power & Equipment is the parent company of SeaWay Express, which has challenged the ILWU longshore jurisdiction by running barges—mainly laden ferries—through the Columbia River with nonlinear labor between Puget Sound and Alaska.

SHIMMIED WITH PENNIES

"We think the citizens and taxpayers have a right to know what sort of a deal has been made. Many of the players in this game don't have a particularly good record."

The settlement closes the book on two suits stemming from MP&E's contract to build six Puget Sound-class ferries for the state at a cost of $72.8 million. The ferries, delivered long after their due date, were ordered out of service after a series of collisions with docks and other ferries and numerous mechanical breakdowns. The state of Washington paid the ferries a total of $11 million on the ferries' steering systems, and another $1 million to repair their hulls, bearings, shafts, reduction gears, pipes and navigation devices, according to Seattle Stanley, which has a contract with the Seattle Post-Intelligencer.

AN AGREEMENT WITH PENNIES

"One report claims engineers on the Issaquah, first of its class, were shimmed even before the vessel was built. It's estimated that another $30 million would be needed to get the ferries back into service."

The dispute landed in court in 1981 when Martin Scates, state attorney who was suit to challenge the ferries' construction, charged the state with imposing excess costs in construction. The state countered with a $26 million counter-suit, but also suffered $3 million in docking and the ferries were built with major flaws. Under the settlement reached last year, Marine Power will pay the state a total of $6.8 million. Marine Power & Equipment is the parent company of SeaWay Express, which has challenged the ILWU longshore jurisdiction by running barges—mainly laden ferries—through the Columbia River with nonlinear labor between Puget Sound and Alaska.
Employer plays out the string, shows how to defeat intent of US labor law

"Priceless litigation... should be kept from the nation's already crowded dockets. While we do not seek to foreclose access to the Board and court for meritorious cases, we likewise do not want to encourage litigation, which the law was designed to prevent."

--- Trade Products, 192 NLRB (1972)

Six-year delay

ONXARD, CA.—After a six-year bureaucratic nightmare involving back pay awards, new elections, and protracted proceedings before the Labor Board, the federal appeals court and even the US Supreme Court, a small mountain of paperwork—the workers in a local seafood restaurant, fired during the 1979 pay award, have won a back pay award totaling in excess of $32,000.

Big deal. "We've come a long way, the guys will get their back pay," said Assistant California Regional Director Joe Ibarra. "This is certainly a case where the NLRB staff acted fairly and promptly. Even the courts did the right thing."

But a terrible injustice has been committed. By playing out the string, with appeals after appeal, with stalls after stall, with all of this infinite delay, it is to use the inherent weakness of the National Labor Relations Act to defeat the very purpose of the act, to allow workers to get organized.

STILL NON-UNION

"The employer used some pretty hefty legal fees. He's going to have come up with the back pay and, he'll get stuck for the NLRB and court costs. It's a considerable sum now.

But basically, he got away with it. Using every obstructionist trick in the book to delay in filing the required signatures of the workers, to prevent a union vote, the right of workers to hold an election and the employer is still non-union." (No such luck. But the NLRB, even as the Reagan administration moved to strip the board of its enforcement powers, so, in the end, the employer is still non-union.)

THE REAGAN BOARD

On May 17, 1979, the employer fired Ignacio Cortez, Jr., his brother Armando Cortez, and Manuel Marzo because of their support for the ILWU. Later that day the three men were offered their jobs back, provided they filed a written renunciation of their union sympathies. Hotel workers, at the same time, were subject to intimidation by their supervisors, were questioned about their union sympathies, and warned that the company would never allow workers to get organized.

April 1980 brought the first of the spring cases, given employers considerably more time to file their exceptions. While the attorney engaged in these staffing tactics, Federal Judge Wright charged, "the employer is pressuring the fired workers to settle..." The trial went on through the spring and the summer, wrapping up in late July. The result was an overwhelming victory for the ILWU. Administrative Law Judge George Christen found for the unions on each charge. He ordered the reinstatement of the Cortez brothers and Marzo, an end to all forms of intimidation, and a new election for the Culinary Alliance.

But that was hardly the end of it. Or even the beginning. On September 16, 1981, having had the benefit of several more extensions, attorney Schmeir filed a 115-page appeal, asking for a ruling from the NLRB Washington office.

OUTAGE

The ILWU strenuously protested "this company's dreadful waste of time-consuming conduct," in a letter to NLRB Executive Secretary John C. Truesdale. The company attorney requested and obtained a lengthy continuance during the fall to file and get two extensions of time to file his exceptions. While the attorney engaged in these staffing tactics, Judge Wright charged, "the employer is pressuring the fired workers to settle..." The whole thing, just between us: for $500.

"It is clearly up to your agency to put a stop to this back room maneuvering by the company. I hereby request that you declare the company's improper file exceptions null and void, deny the request for oral argument, and promptly schedule a back-pay hearing."

No such luck. But the NLRB, even as the Reagan administration began to make their presence felt, acted relatively quickly. In early January, 1982, the Washington office denied the employer's appeal. Several days later, the regional office began the next step—asking the employer for various payroll records to determine the amount of back pay.

THE REagan BOARD

Not so fast, said the attorney. On March 22, Schmeir filed a motion with the regional office demanding the release of the entire file—all 186 pages—containing all of the employer's records, relevant to the back pay award, in order for the employer to prepare a proper request for back pay. The Regional Office of the NLRB consolidated the two cases in late January, 1982, almost two years after the discharge of the three men.

For most of the rest of 1979, and well into 1980, the employers' attorneys—Schmeir and Schmeir—tied up their appeal and the NLRB in a series of delays. After appealing for several continuances, they contested the decision to consolidate the cases. When the request was denied, the employer appealed to the regional office in LA; they appealed to the office of the chief administrative

"...law judge in San Francisco. Denied here, then, to Washington."

MORE EXTENSIONS

Months went by. The case stood still while the employers' attorney slowly played all his cards, demanding extension after extension. It was not until April, 1982, almost two years after the discharge charges—that the first hearing on the merits of the issue took place.

The trial went on through the spring and the summer, wrapping up in late July. The result was an overwhelming victory for the ILWU. Administrative Law Judge George Christen found for the unions on each charge. He ordered the reinstatement of the Cortez brothers and Marzo, an end to all forms of intimidation, and a new election for the Culinary Alliance.

But that was hardly the end of it. Or even the beginning. On September 16, 1981, having had the benefit of several more extensions, attorney Schmeir filed a 115-page appeal, asking for a ruling from the NLRB Washington office.

OUTAGE

The ILWU strenuously protested "this company's dreadful waste of time-consuming conduct," in a letter to NLRB Executive Secretary John C. Truesdale. The company attorney requested and obtained a lengthy continuance during the fall to file and get two extensions of time to file his exceptions. While the attorney engaged in these staffing tactics, Federal Judge Wright charged, "the employer is pressuring the fired workers to settle..." The whole thing, just between us: for $500.

"It is clearly up to your agency to put a stop to this back room maneuvering by the company. I hereby request that you declare the company's improper file exceptions null and void, deny the request for oral argument, and promptly schedule a back-pay hearing."

No such luck. But the NLRB, even as the Reagan administration began to make their presence felt, acted relatively quickly. In early January, 1982, the Washington office denied the employer's appeal. Several days later, the regional office began the next step—asking the employer for various payroll records to determine the amount of back pay.

THE REagan BOARD

Not so fast, said the attorney. On March 22, Schmeir filed a motion with the regional office demanding the release of the entire file—all 186 pages—containing all of the employer's records, relevant to the back pay award, in order for the employer to prepare a proper request for back pay. The Regional Office of the NLRB consolidated the two cases in late January, 1982, almost two years after the discharge of the three men.

For most of the rest of 1979, and well into 1980, the employers' attorneys—Schmeir and Schmeir—tied up their appeal and the NLRB in a series of delays. After appealing for several continuances, they contested the decision to consolidate the cases. When the request was denied, the employer appealed to the regional office in LA; they appealed to the office of the chief administrative
Johnny Parks retires

PORTLAND—Northwest Regional Director G. Johnny Parks has announced his retirement after nearly 40 years as a member of the ILWU.

First registered in 1948, Parks was active in the longshore strike of that year, as well as in the battle to block the unloading of a manuscript ship at the Dales, Oregon, during the following year.

Parks served his local as president and in other offices during subsequent years, until he was appointed regional director in 1969.

In that position, he was responsible for assisting in the negotiation of a large number of contracts, particularly the all-Alaska longshore agreement, and the Columbia River grain agreement. He was extremely active in the negotiations leading up to the creation of the ILWU in the presence of Alaska, playing a key role in the establishment of its council, the precursor of today’s Local 206.

ENCOURAGED TRADE

Parks was particularly active in encouraging trade. He appeared frequently before state and federal bodies in defense of import and export programs and was active in forming community coalitions to protect jobs in that export trade. Parks was also involved in efforts to increase trade between the north-west and the countries of the Pacific Basin, serving on a number of commissions in that area.

His career also included an unsuccessful try for the Oregon State legislature, and serving on the Portland Port Commission and the Portland Planning Commission. He’s been a lobbyist for the ILWU Columbia River District Council and a member of the ILWU International Council, for which he has been past vice-president.

Gary Atkinson, newly appointed director of the ILWU Local 617 Substance Abuse Program, recognize these problems and feel free to talk about them openly,” Atkinson said.

“Which in turn brings freedom to the individual to seek help in their personal problems.

“There’s still a long way to go. There are still many people who suffer who want to hide it, or family members who want to hide it,” Atkinson said. “That we may never eliminate, but we can reduce it. Not many years ago, it was unacceptable to seek help. Today it is becoming more acceptable.”

Atkinson said more and more unions are recognizing that many of the brothers and sisters are suffering from this disease and it is not only its affects on the individuals, but it carries over into the workplace.

And on the job, “everybody in the plant is suffering from alcohol and drug abuse. So not only because of the person’s health and job performance,” Atkinson said. “But the general safety working conditions are affected too.”

Seward locals win ‘Race to Future’

SEWARD—‘We’re making a comeback,’ chuckled Valarie Lemas, who marveled Seward longshore families to build the best float in the 4th of July Parade.

‘Working Together in Our Race to the Future’ was the theme of the ILWU float which showed the vital part the union has played here for many years.

The float was the perpetual 4th of July prize.

Proudly riding the float were retirees Bob Ritchie, Sr., John Rose, Louis Hasty, George Rutherford and Sue Epple Heightbaugh, who must be 90,” Lemas said.

Dale Sorenson designed a working miniature crane to illustrate the present. “We scrunched the dump, lumberyards and everybody’s yard, it’s got old snowmachine tracks, tires, and lights borrowed from the Yukon Bar,” Epple said. "It looks pretty good and we can’t wait to the next year."

Local 8’s Hill stunned by $1.7million Lotto win

PORTLAND—Two days after winning $1.7 million in Washington State’s Lotto contest, Local 8’s Vito Monreal and his fiancee Sue Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.

They were vacationing at Hill’s beach cottage in Ocean Park, Washington, where Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

Local 8’s Hill stunned by $1.7million Lotto win

PORTLAND—Two days after winning $1.7 million in Washington State’s Lotto contest, Local 8’s Vito Monreal and his fiancee Sue Hill purchased the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.

They were vacationing at Hill’s beach cottage in Ocean Park, Washington, where Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.

They were vacationing at Hill’s beach cottage in Ocean Park, Washington, where Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.

They were vacationing at Hill’s beach cottage in Ocean Park, Washington, where Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.

They were vacationing at Hill’s beach cottage in Ocean Park, Washington, where Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.

They were vacationing at Hill’s beach cottage in Ocean Park, Washington, where Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.

They were vacationing at Hill’s beach cottage in Ocean Park, Washington, where Hill bought the ticket, when the winning numbers were announced on television.

They picked up the first check next day in Olympia and Hill will receive another check every year for the next 19 years.

What will do with the money? He said he has a first check of 467,339,877 until we can decide what to do with the money.”

Hill said, referring to his fiancee, Sue Anderson, “we’ve set a wedding date for later this year.
South Cal locals in first July 5 march

WILMINGTON—The first Bloody Thursday Parade sponsored by Southern California locals, highlighting the slogan “Born in ’34—Alive in ’85,” was a success. The parade started at the foot of 22nd Street in San Pedro. There were delegations from the Pensioners, ILWU Youth Group, Locals 13, 63, 84, 56, 19’s “B” group, Inlandboatmen’s Union, South Bay Marching Band, Teamsters and SUP.

There was also an antique car contingent of 28 fine-looking cars. The march was led by an Honor Guard organized by Able Seater, of Local 13.

The traditional picnic later that day featured softball and tennis. Gang 8 won the Class A Division title in softball and Local 26 won the Class B title.

President David Aran and assistant Secretary Darrel W. Robbins explained the meaning of the slogan:

“We must remember the history of our Union. Born in ’34—the demand for a fair method of dispatch, fair working conditions, a decent wage and a democratic union. Alive in ’85—the struggle goes on to protect our jobs, jurisdiction and a safe working place. The overwhelming participation of the new members shows there is still interest.”

“Born in ‘34—Alive in ’85” was a success. The parade was spearheaded by Gene Banday and Vivas Nahi of Local 13, and Patty Ferguson of Local 63. They were part of the 1985 Bloody Thursday Committee, which included members from Locals 13, 94, 26, the Pensioners, Ladies Auxiliary and the IBU.

Labor Studies Classes To Begin August 19

LOS ANGELES—Labor Studies at Los Angeles Trade-Technical College will begin August 19, 1985, for which students can earn a Certificate of Completion or an Associate of Arts Degree in Labor Studies.

All the classes are 3 units of college credit each. The enrollment fee is $5.00/unit (up to 5 units); $50.00 for 6 or more units.

Students may enroll by mail. All classes meet in the evening from 6-9 p.m. For more enrollment or more information please call Esther Gray at (213) 746-0800 Ext. 316.

Traditional rites on Columbia River

PORTLAND—“The ILWU changed my life,” International Secretary Curtis Mc-Clain said in the keynote address at Portland’s July 5 rites, held at the Oaks Park this year and attended by about 1,500 people.

McClain joined fellow speakers Dick Wise, who is moving back to Portland after eight years on the Coast Committee; Don Liddle, President of the Inlandboatmen’s Union, the ILWU’s Marine Division; and Lloyd Kennedy, head of the Columbia River Pensioners.

McClain, who left heated negotiations in Southern California to help Portland remember Bloody Thursday, said he had never heard of Bloody Thursday until he started working as a member of Local 6. “The fact some men were shot was no big thing where I came from!” he said.

Then he learned about the men killed in San Francisco, San Pedro and Seattle at “the wounding of four others by police bullets in Portland. I kept learning...about the union’s relative lack of racism,” he said, how the ’34 strike had touched off “the March Island.”

“So July 5 belongs to all of us. SUPREME SACRIFICE

Kennedy then listed the names of the “brothers who made the supreme sacrifice 51 years ago: Howard Sperry and Nick Bor-deise, San Francisco; Dick Parker and John Knudson, San Pedro; Shelby Dafron and a brother named Hellend in Seattle whose first name has been lost.”

Kennedy then called on Jim and Vicky Foster to present a swordpoint wall hang- ing made by Patrick Hooley, who was pushed up to the platform in a wheelchair. Embazoned with the ILWU emblem, it will hang in the Local 9 Hall.

The entire group then marched toward the river, preceded by Toby Christiansen, Fred Flink and Jim Fanta bearing the first wreath; and Mabel Sickinger, widow of Mike Sickinger. Vicki Johnson (twin of Local 8’s “B” registered longshorewomen) and Julia (Kathleen) Ruuttila, longtime Dia- patcher correspondent, with the second wreath.

The wreaths were carried to a waiting boat and lowered into the Willamette by Johnson and Local 8 member Mike Young-Currie, while Captain Madson played taps.

The first-ever Southern California Bloody Thursday parade, featuring an outstanding collection of vintage cars, kicks off from the foot of 22nd Street in San Pedro.

Laying Bloody Thursday wreath at Columbia River rites were Mabel Sickinger, Clara Fambro, Vicki Johnson and Kathleen Ruuttila.

—photo by Jim Foster

Permissible exposure limits

by Russell Bargmann

ILWU Health and Safety Coordinator

A permissible exposure limit (PEL) is the maximum concentration of a chemical to which workers can be legally exposed. The Occupational Safety and Health Adminis- tration (OSHA) has PELs for about 400 dif- ferent chemicals. These limits are legally en- forcable through OSHA’s inspection and citation powers.

The vast majority of OSHA’s PELs are based on the ACGIH—recommended exposure limits of the American Conference of Governmental Industrial Hygienists (ACGIH)—a private, nonprofit organiza- tion. ACGIH updates its recommended ex- posure limits every year to reflect current information, and adds exposure limits for new chemicals as the information becomes available. Currently, ACGIH has recom- mended exposure limits for approximately 800 chemicals—twice the number of chemicals that OSHA regulates. Further, OSHA has never updated its PELs to reflect new information. Consequently, many of the ACGIH-recommended ex- posure limits are lower and more protective of workers than are OSHA’s PELs.

MAY NOT HELP

The ACGIH concedes that their recommend- ded exposure limits, or threshold limit values as they call them, may not protect all workers from adverse effects. ACGIH states:

“Threshold-limit values represent conditions under which it is believed that nearly all workers may be repeatedly exposed day after day without adverse effect. However, even a small percentage of workers may ex- perience discomfort or at or below the threshold limit; a smaller percentage may be affected more seriously by the aggrava- tion of an existing condition or by development of an occupational illness.”

This admission, coupled with the fact that OSHA’s PELs are based on outdated (1968) ACGIH values, underscores the fact of protection provided by OSHA’s PELs even when they are enforced.

The data on which the ACGIH recom- mended exposure limits and OSHA’s PELs are based is imperfect and incomplete. Also, for some of OSHA’s standards, the PEL was set not by selecting “safe limits” to protect workers, but at the lowest level that industry could meet due to economic and technological considerations. For these reasons, the exposure limits of ACGIH and OSHA are often called the “worst health perspective, to be the borderline be- tween safe and unsafe exposure.

Most of OSHA’s health standards con- sist of only a PEL. They have “complete” standards only 23. These “complete” standards generally require employers to comply with the PEL con- duct an annual sampling provide medical surveillance, respirators and protective equipment; post signs and maintain records; provide training and education to employees; and grant employees the right to observe air sampling and review records.

USE SAME UNITS

The most important section of any health standard is the PEL, for it limits the amount of the chemical to which workers can be exposed. The PEL, depending upon the chemical substance, will be expressed in one of several units of measurement. The two most common units of measurement are parts of a chemical per million parts (ppm), used for gases and vapors; and milligrams of a chemical per cubic meter of air (mg/m3), used for particulates, gases and vapors. OSHA expresses the PEL for gases and vapors in both ppm and mg/m3.

Part 2 of this article will look at some of OSHA’s PELs, how they are computed, what certain notations mean, and how to adjust for factors such as overtime.

Oregon Gov. vetoes anti-S.A. law

SALEM, Ore.—Governor Vic Atiyeh on July 15 vetoed legislation that would have required partial divestiture of state trust fund's from companies doing business in South Africa.

The first-ever Southern California Bloody Thursday parade, featuring an outstanding collection of vintage cars, kicks off from the foot of 22nd Street in San Pedro.
SACRAMENTO—Safeway Stores Inc. must pay more than a million dollars in severance pay to 180 illegally discharged employees of the Inlandboatmen’s Union as a result of a arbitrator’s ruling last month that the grocery chain violated a contract clause in its contract with Local 17.

Safeway closed three stores and established seveance pay to 180 illegally discharged workers who had been discharged by the store. July 31 was also the expiration date of the company’s contract with Local 17.

The next day, the center reopened under Transco’s management, using the same Local 17 employees, who’d be rehired.

Safeway did not pay any severance pay to the workers it fired. Within months, Transco began layoffs which had affected 20% to 30% of the work force at the time of the arbitration hearing on March 6, 1985.

In its testimony, the union argued that Safeway’s arguments were ‘persuasive’ only if he ignored the company’s contract with Local 17.

When Safeway entered into the Transco agreement, and terminated its Distribution Center employees on August 4, it brought to an end, wound up, and liquidated its operation of the Sacramento Distribution Center as a distribution center under the Agreement with Local 17.

Local 17 Arbitration

Safeway must pay $1 million to laid off workers

Your Contract at Work

Castle & Cooke Sets $50 Million Program

Honolulu—Castle & Cooke Inc. said it will spend as much as $50 million to modernize its Hawaiian pineapple processing facilities and to build a new $22 million production facility. The company’s marketing manager will be relocated to a new office building near downtown Honolulu. The company’s downtown Honolulu headquarters would also be moved to a new office building near the site.

The company said the modernization plan also may include a new juice-concentrate plant on Lanai, a 90,000-acre island largely owned by Castle & Cooke and used for growing pineapple.

Lanai is the site of resort-development plans which would be included with completion of the Castle & Cooke merger.

Mr. Murdock said his plans for relocating the pineapple plant will move ahead rapidly with full support of state and county agencies.”

The modernization would relocate the distribution center attended one of those meetings between Transco and Local 17, and said any employees laid off would receive severance pay.

“No contribution shall be required from any member because of the amount of his/her contribution or the decision not to contribute. In no case will a member be required to pay more than his/her pro rata share of the union’s collective bargaining expenses. Reports on the status of the fund and the uses to which the voluntary contributions are put will be made in the periodic reports to the Union’s Board.

The voluntary contributions to the Political Action Fund shall be collected as follows: “Sixty cents (60¢) of each member’s per capita payment to the International Union shall be diverted to the Political Action Fund where it will be used in connection with Federal, state and local elections. In other words, the 60¢ contribution is a suggestion only, and individual members are free to contribute more or less than that amount for that purpose.”

“Each June, July and August, each dues paying member of the union shall be advised of his/her right to withhold the 60¢ payment or any portion thereof, either wholly or in part, and that the amount withheld shall be paid over to the Political Action Fund. In no case will a member be required to contribute more than 60¢ or less if they so desire. In advance of the member making his/her dues payment, to the local union for the month of September.”

Those members who do not wish to have any portion of their per capita payment diverted to the Political Action Fund, but who wish to make political action contributions, do so at any time whenever they wish.”

Members of the ILWU who wish to contribute more than 60¢ may do so by sending a check in the desired amount, made out to the ILWU Political Action Fund, directly to the International Union.

Local 17 Arbitration

Safeway to close the center after talks between Safeway and Transco’s management, using the same Local 17 employees, who’d be rehired.

Safeway did not pay any severance pay to the workers it fired. Within months, Transco began layoffs which had affected 20% to 30% of the work force at the time of the arbitration hearing on March 6, 1985.

In its testimony, the union argued that Safeway’s arguments were ‘persuasive’ only if he ignored the company’s contract with Local 17.

When Safeway entered into the Transco agreement, and terminated its Distribution Center employees on August 4, it brought to an end, wound up, and liquidated its operation of the Sacramento Distribution Center as a distribution center under the Agreement with Local 17.

War said Safeway’s purchase was “persuasive” only if he ignored the company’s contract with Local 17, which clearly answered the question of “whether there was a plant shutdown,” and what Safeway’s obligations were.

“A liquidation does not always require the outright sale and conversion of the assets of a business into cash,” the arbitrator said. “An employer can just as effectively and permanently terminate a business and liquidate all of its assets in that business by terminating its employees, paying its debts and leasing the land and equipment to another. That is what happened here.”

The union’s case was presented by president Ray Krisoff and secretary-treasurer John Dahilig, and attorneys Paul Sutton and William Wright.

Local 63, Wilmington

Last month’s election results show the following outcome of the election held between the southern California clerks’ local—Secretary-business agencies; Charlie Franchu; Nellie Saidana and Hearn Cigar, relief dispatchers; Ronald E. Sutton and Marion Martin.


Your Contract at Work

Castle & Cooke Sets $50 Million Program

Honolulu—Castle & Cooke Inc. said it will spend as much as $50 million to modernize its Hawaiian pineapple processing facilities and to build a new $22 million production facility. The company’s marketing manager will be relocated to a new office building near downtown Honolulu. The company’s downtown Honolulu headquarters would also be moved to a new office building near the site.

The company said the modernization plan also may include a new juice-concentrate plant on Lanai, a 90,000-acre island largely owned by Castle & Cooke and used for growing pineapple.

Lanai is the site of resort-development plans which would be included with completion of the Castle & Cooke merger.

Mr. Murdock said his plans for relocating the pineapple plant will move ahead rapidly with full support of state and county agencies.”

The modernization would relocate the distribution center attended one of those meetings between Transco and Local 17, and said any employees laid off would receive severance pay.

“No contribution shall be required from any member because of the amount of his/her contribution or the decision not to contribute. In no case will a member be required to pay more than his/her pro rata share of the union’s collective bargaining expenses. Reports on the status of the fund and the uses to which the voluntary contributions are put will be made in the periodic reports to the Union’s Board.

The voluntary contributions to the Political Action Fund shall be collected as follows: “Sixty cents (60¢) of each member’s per capita payment to the International Union shall be diverted to the Political Action Fund where it will be used in connection with Federal, state and local elections. In other words, the 60¢ contribution is a suggestion only, and individual members are free to contribute more or less than that amount for that purpose.”

“Each June, July and August, each dues paying member of the union shall be advised of his/her right to withhold the 60¢ payment or any portion thereof, either wholly or in part, and that the amount withheld shall be paid over to the Political Action Fund. In no case will a member be required to contribute more than 60¢ or less if they so desire. In advance of the member making his/her dues payment, to the local union for the month of September.”

Those members who do not wish to have any portion of their per capita payment diverted to the Political Action Fund, but who wish to make political action contributions, do so at any time whenever they wish.”

Members of the ILWU who wish to contribute more than 60¢ may do so by sending a check in the desired amount, made out to the ILWU Political Action Fund, directly to the International Union.

Less than 60¢

I do not wish to contribute the entire 60¢ to the ILWU Political Action Fund. I will contribute . . . I understand that the International will send me a check for the difference between my contribution and 60¢ prior to September 1, 1985.

No contribution

I do not wish to contribute to the ILWU Political Action Fund. In order to ensure that no portion of my dues payment is allocated to the Fund, and recognizing that I have no obligation whatsoever to make such a contribution, the International will send me a check in the amount of 60¢ prior to September 1, 1985.