

Contract Demands

for 1971

(Following is the outline of demands made by the preliminary longshore and clerks' caucus which met in San Francisco, October 5-30. It was prepared by the Coast Committee.)

I. Wages

- a) \$1 per hour straight time increase effective July 1, 1971; \$1 per hour straight time increase effective July 1, 1972.
- b) Skill Rates:
 - 1) The skill rate shall be 10 percent of the basic rate.
 - 2) Establish crane rate for log-stacker operators and deckmen.
- 3) Contract to contain provision to allow negotiation of wage rates for new machinery and equipment introduced during the life of the contract.
- 4) Increase gang boss wage rate to maintain present differential between bosses and deckmen.
- c) Subsistence: Increase allowance for meals and lodging.

II. Hours

Eliminate all extended shifts as of July 1, 1971, and reduce hours to three 7-hour shifts, no extensions, effective July 1, 1972.

III. Guarantee

- a) Work opportunity guarantee—either furnishing work or pay for 40 hours per week, for all registered men.
- b) Guarantee to be averaged out over a quarterly period, and to include paid time, such as vacations, dead time, sick leave, paid holidays.
- c) Availability shall be based on being available 5 days per week.
- d) Guarantee should be paid on a bi-weekly or monthly basis.

IV. Pensions

- a) Increase normal retirement benefit for men retiring after June 30, 1971, to \$500 per month after 25 years of service.
- b) Permit retirement after 25 years of service regardless of age, or with 13-24 years at or after 55.
- c) Provide for an annual cost-of-living review for pensioners.
- d) Widows pensions of all pensioners retiring after June 30, 1971, to be 75 percent of basic pension.
- e) In the event of death of registered men on or off the job, widows to receive pro rata pension and medical coverage until remarriage, plus dependent children to receive medical coverage until age 19.

f) Amend Sec. 5 of the Pension Agreement so that all years worked in the industry shall be counted for eligibility requirements.

g) Amend Sec. 6(D)-5 of the Pension Agreement to cover all Korean and Vietnam veterans, or any compulsory military service.

V. Medical/Dental Coverage

- a) Continue present group coverage for life of contract.
- b) Negotiate improvements to insured plan to eliminate inequities between it and group plans.
- c) Expand dental plan to cover man and wife on 75 percent paid-by-plan basis, and raise dependents' age limit to 19.
- d) Prescription drug plan.
- e) Sick leave provision for all registered men.
- f) Compensation for registered men over and above workmen's comp for injury on the job.
- g) Coverage for rest homes and home treatment.
- h) Orthodontia coverage for dependents.
- i) Limited psychiatric treatment.
- j) Life insurance for widows of non-retired registered men, \$20,000 life insurance, double indemnity and AD&D.

VI. Paid Holidays

Ten holidays to be paid men with minimum qualifying hours for the previous year: New Year's Day, Washington's Birthday, Lincoln's Birthday, Memorial Day, Flag Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day.

If a paid holiday falls on Saturday or Sunday, the straight time day preceding or following shall carry the paid holiday rate. Men who do not work the holiday shall be paid straight time; those who work it shall be paid straight time, plus time and one-half.

VII. Vacations

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| a) 1 week vacation | 500 hours |
| 2 weeks vacation | 1000 hours |
| 3 weeks vacation | after 5 years |
| 4 weeks vacation | after 10 years |
| 5 weeks vacation | after 15 years |
| 6 weeks vacation | after 20 years |
- b) Revise Sec. 7.25 to allow credit for time off job for sickness or injury based on average weekly hours for year (365 days) preceding illness/injury, to be allowed for each week of layup. Eliminate minimum hours worked following return to work requirement.

VIII. Jurisdiction

- 1) Sec. 1 of present PCLCD to be rewritten so that all exceptions which provide that other than registered longshoremen doing longshore work shall be eliminated.
- 2) All longshore work as defined in the agreement to be done only by registered longshoremen.
- 3) Industrial docks shall be clearly defined, and the contract shall provide that all delivery of cargo to the hook, including at industrial docks, is longshore work.
- 4) The contract shall provide that all containers owned or controlled by PMA members

—except shippers' loads—shall be stuffed or unstuffed on the docks by registered longshoremen.

IX. Grievance Machinery

- 1) Amend the language of the contract covering grievance machinery to provide:
 - a) All disputes which involve discharges, a demand by either party, shall be resolved on the job with either party empowered to call upon the arbitrator for an Interim Ruling, in the absence of mutual agreement.
 - b) Remove language in Sec. 17.72 dealing with the non-dispatch list.
 - c) Amend Sec. 17.821 to define "assault" as the "act of doing physical bodily harm."
 - d) Amend the present language to provide that any man charged with an offense has the right to face his accuser and present witnesses, and that a man be permitted to work until the case has been decided.
 - e) Amend Sec. 17.81 to exclude union officials being covered by the contract, and subject to disciplinary penalties by the arbitrator.

X. Picket Line

Delete last sentence of Sec. 11.51—regarding callusive, jurisdictional picket lines, hot cargo, secondary boycott and demonstration picket lines.

XI. Manning

- a) Provide for no further reduction in manning under Sec. 10.
- b) Abolish T-letter manning procedure.
- c) Existing language in PCLCD covering Sec. 9.43 be changed so as to guarantee exclusion of lift, jitney, and winch drivers from that section.

XII. Crane Supplement

- a) Amend the Crane Supplement to prohibit use of gearmen as crane drivers.
- b) Enforce a 22-workday limit without concurrent extensions for steady crane drivers.
- c) Certified Class A Crane drivers shall be dispatched on lowest hours worked priority basis for any 22-day spread.
- d) Delete from Sec. 5.3, Crane Supplement, the last clause, "... and may be used to complete any job that has been started within such 22 days."

XIII. Registration

- a) No further additions to the registered workforce in any port except by mutual agreement at coast level.
- b) Establish a Distressed Port procedure, such procedure to spell out employer responsibilities for cushioning such distress, and to provide for the employer paying moving expenses and wages for men forced to move from distressed port to another port, such expenses, separate from wages, not to be considered a part of any guarantee.

XIV. Health and Safety and Penalty Cargo

- Revise the Pacific Coast Marine Safety Code:
- a) Issue a hazardous cargo list and bring

up to date each month.

- b) Establish safe procedure for working hazardous cargo.
- c) Establish minimum standards for all shippers' pallets.
- d) Establish safe procedure for working shippers' pallets.
- e) Set maximum allowable concentration of carbon monoxide at 50 parts per million.
- f) Electric or monoxide free lifts compulsory on ships or in confined spaces by January 1, 1972.
- g) All reefer units of the gasoline combustion type shall be off in areas where men are working; and all operating equipment shall be kept to a low decibel level.
- h) Add to PCMSC a Sec. 16.11-A, "That the union and employers will abide by rules set forth in Federal and State Safety Codes.
- i) Union shall have representation in the Area Accident Prevention Committee.
- j) Eliminate one-lip boards and standardize cargo board to have bottom boards same length as top boards, bolted to hold the spreader bars.
- k) Holds on vessels cleaned before men work them.
- l) Coverings for winch driver shacks.
- m) Telephones placed aboard all vessels immediately after docking for use in emergency. Emergency numbers must be printed alongside the phones.
- n) Revise and update the penalty cargo list.
- o) Penalty rate on vans more than 2 high; all hazardous cargo and penalty cargo to have an automatic penalty rate; and hides and freezer work 10 percent of hourly rate.

XV. Training

Expand the training program to include all members on all devices and all machines to insure all members equal learning opportunity.

XVI. Fringe Benefit Contributions

The contract to provide that PMA will accept all fringe benefit contributions from any employer, whether or not such employer is a member of PMA.

XVII. Hawaii

Any new coastwise contract with PMA must include and cover in all respects the Hawaiian longshoremen and clerks, with such contract provisions presently peculiar to Hawaii to be worked out and agreed to by the parties.

XVIII. M and M

a) The union proposes that contributions for M&M purposes be discontinued and made part of the regular Pension Plan.

b) Outstanding claims due to shortages in the present M&M plan to be paid in full.

All outstanding law suits against the union to be dropped.

XIX. Length of Contract

Two years.