

# Status of Longshore Negotiations as of October 4

When negotiations resumed August 26, 1971 the Coast Negotiating Committee presented PMA with a set of demands to end the strike. The demands covered the wage/price freeze, containers and scope of work, the guarantee, wages, pensions, welfare, manning, grievance machinery, paid holidays, clerks' demands and contract term. Agreements reached in negotiations as of 10-4-71 on the following items were contingent upon the settlement of the whole package.

The union proposed that when there was a settlement, ILWU and PMA would jointly seek an exception to the wage/price freeze on the economic items in the settlement so as to terminate the strike. PMA agreed to join with ILWU to seek such an exception but after the resumption of work.

## CONTAINERS

The parties agreed to a zone and tax concept to cover the work of stuffing and unstuffing of containers by the longshore work force. In each port there will be two zones. One will be the Waterfront Zone, which is in an area covering all dock facilities, and an area adjacent to the docks in which PMA members will operate their container freight station facilities. Waterfront zones have been agreed to for each port.

The second zone—called the Port Area CFS Zone—is a 50-mile area in each port.

All containers under the control of PMA member companies within the 50-mile zone will be stuffed and unstuffed by the longshore work force in the Waterfront Zone except manufacturers' and shippers' loads, store door and door-to-door containers in the domestic trade, household goods in containers stuffed or unstuffed by a moving company, and coastwise or intercoastal containers.

Containers originating in or destined for delivery within the 50-mile zone which are not among the exceptions listed in the preceding paragraph and which are to be loaded on or discharged from non-PMA member steamship company vessels, shall not move from the dock unless such containers are stuffed or unstuffed by a PMA member company under the terms of the Pacific Coast Longshore Agreement or the Container Freight Station Supplement.

Containers stuffed or unstuffed within the 50-mile zone by ILWU labor employed by a non-member of PMA will not be loaded on or discharged from vessels unless such containers are subsequently unstuffed and restuffed by a PMA member under the terms of the Pacific Coast Longshore Agreement or the Container Freight Station Supplement.

All other containers stuffed or unstuffed within the 50-mile zone by other than the longshore work force will be taxed. Containers originating outside or destined outside the 50-mile zone will not be taxed. The union has not agreed to a PMA proposed tax of \$.576 per ton.

The major container issue that remains unresolved is a status quo arrangement for PMA companies who have collective bargaining agreements with other unions covering this work, which would confine operations to their present facilities.

## SCOPE OF WORK

There is agreement to handle industrial dock problems on a case by case basis, and the union has submitted a list of industrial docks to PMA for this purpose.

## WORK OPPORTUNITY GUARANTEE

There is agreement on a 36-hour guarantee for A men, and an 18-

hour guarantee for B men. Major disagreement exists between the union and PMA on provisions for a cap on the employers' liability for the guarantee and provisions for reduction of that liability in the event of economic decline. These are also differences between the parties on rules for eligibility for guarantee payments.

## WAGES

The parties agreed that the basic straight time hourly wage rate effective on resumption of work would be \$5 with comparable adjustments for clerks.

The union demand for the 2nd year wage increase is \$5.50 per hour, effective 7/1/72. PMA has offered \$5.40 effective 12 months after resumption of work.

In response to the union demand for increased skill rates, subsistence and lodging PMA proposed a 1/3 increase in skill pay, 50c increase in meal allowance, and a \$2 increase in lodging.

## PENSIONS

The parties agreed on a pension plan which provides for a \$500 benefit from age 62 to 65 with 25 years of service. The basic monthly pension is \$350 per month with a bridge of \$150 per month from age 62 to

This report on the status of ILWU-PMA negotiations was the final document issued to all locals by the Coast Negotiating Committee before its members dispersed to their home ports. It was developed too late to be included in the last issue of The Dispatcher.

65. The \$350 benefit continues after age 65; normal retirement age is reduced from 63 to 62. Compulsory retirement is reduced from age 68 to 65.

New disability and pro rata retirements will be based on the basic monthly benefit of \$350.

There are 2 provisions for early retirement. At age 60 with 25 years of service the benefit until age 65 is the actuarially reduced value of the basic monthly benefit and the bridge otherwise payable at age 62. Benefits would be as follows:

Age	Basic Benefit	Bridge	Total
62	\$350	\$150	\$500
61	317.59	108.52	426.11
60	289.00	83.78	372.78

The actuarially reduced basic benefit continues after age 65.

At age 55 with 25 years of service men may retire with the basic \$350 benefit with payment deferred until age 62, or with an immediate pension having an actuarially reduced value equal to the amount of the basic monthly pension payable at age 62. Benefits under this provision are as follows:

Age	Actuarially Reduced Benefit
59	\$263.70
58	241.23
57	221.20
56	203.29
55	187.23

These is also a provision that permits men to leave the industry at age 55 with 13 to 24 years of service with pension benefits accrued to date, and payments deferred until age 65. For the deferred pensions

and the actuarially reduced pension under age 60 there will be no welfare coverage provided.

Present pensioners who retired prior to 7/1/66 will receive a basic monthly benefit of \$300 and those retired between 6/30/66 and 7/1/71 will receive the \$300 benefit 5 years after date of retirement.

## WELFARE

The parties agreed that in order to take care of the depletion of the Welfare Fund reserves during the strike PMA would increase the Welfare Fund contribution rate from the current level by 50c an hour, and continue such increased amount until adequate reserves were created or until 1/1/72—whichever was earlier.

Current benefits under both the Welfare and the Pension Plan would continue but all new benefits under both Plans would be deferred until 1/1/72. PMA agreed to continue the present level of benefits under the Group Service Plans, and eliminate inequities in the Small Port Plan.

PMA proposed a dental plan which pays 70 percent of the California Dental Service table of allowances for adults and dependent children over age 15. The present 100 percent coverage for children up to age 15 continues. The union proposed the table of allowances used in ILWU Local 6 Dental Plan.

PMA offered an increase in life insurance to \$4000 in response to the union demand for \$20,000 for active men only whose survivors were not eligible for benefits under the Pension Plan.

PMA did not agree to a prescription drug plan.

## MANNING

The parties agreed that basic manning now covered in Section 102 is a subject reserved to Coast Negotiations. The union's position is that there will be no reduction in the basic manning. PMA is seeking to eliminate gang bosses. Robot manning also is a subject for coast negotiations.

T-mannings now in existence remain in effect subject to change through the contract grievance machinery, but confined to the local level and Area Arbitration, with no appeal to the coast.

Manning for new operations now in existence—such as LASH, Roll-on Roll-off, and SeeBee will be reserved for coast negotiations.

The T-letter procedure has been eliminated and manning for new operations which develop subsequent to the effective date of the agreement shall be determined at the lo-

cal level, subject to arbitration and appeal to the coast.

## GRIEVANCE MACHINERY

PMA has not agreed to on-the-job settlement of discharge cases, or to put a limit on period of time a man can be on the non-dispatch list, but has proposed that either party may request that a grievance in any step of the grievance machinery be processed within 24 hours.

In response to the union demand to define assault, PMA has proposed the following language: "In determining the appropriate penalty for first offense assault, the parties shall consider the degree of assault involved, such as threat of assault, attempted assault, actual assault, or battery. All facts involved in each case shall be considered, such as the manner in which the assault occurred; intent to do harm; provocation, if any; nature of any violence, etc."

PMA has not agreed to revisions of Section 17.81 to exclude union officials.

## CLERKS' DEMAND

The clerks' demands have been referred to a sub-committee, and little work has been done on the settlement of these items.

## HOLIDAYS

PMA withdrew a proposal for 5 paid holidays, effective 7/1/73 when they moved to the 24-month contract term proposal.

## CONTRACT TERM

PMA has responded to the union demand for a 2-year contract with a proposal for a 24-month agreement from the date of settlement.

## STEADY SKILLED MEN

This is a major issue with PMA, and their settlement proposals on wages, guarantee, pensions, welfare and containers are contingent upon acceptance by the union of PMA's position on steady men. The union's position is that the coast agreement has provisions for the employment of steady men, and implementation of those provisions must be worked out locally.

PMA has responded to all the other union demands on extended shifts, vacation improvements, crane supplement, distressed ports, training, non-member fringe benefit contributions, law suits, health and safety, and penalty cargoes. Very little time has been spent on these items; because the committee decided they were not key issues which would stand in the way of a strike settlement, and could be negotiated out, subject to arbitration, if necessary.



— photo by Gene Battista