

Pacific Longshore Workers, August 1969—July 1975

August 1969-July 1971

A supplemental agreement for container freight stations (CFS) was reached on August 15, 1969, between the International Longshoremen's and Warehousemen's Union (ILWU) and the Pacific Maritime Association (PMA).¹ The pact specified that containers other than factory loads be stuffed and stripped by ILWU labor as a condition of being loaded on ships.² All such container work was to be brought to the CFS on the dock or areas adjacent to the dock, unless there was mutual agreement to have the work done elsewhere or if some other employer or the Federal Government had a legal right to require the involved PMA members to have work done elsewhere. In addition, no PMA member was to renew, extend, or execute any new subcontracts for container work.

The CFS had a basic complement of steady men consisting of utility men and clerks. Utility men performed cargo handling activities as directed by the employer. These activities included driving forklift and other mechanical handling and lifting equipment, stockpiling, palletizing and depalletizing, loading and unloading railcars, stuffing and stripping containers in the CFS, and other cargo handling activities. Clerks were responsible for the physical checking of cargo received at, delivered from, or within the CFS area, including spotting, sorting, tallying, and tagging. The wage rate for utility men was established at \$4.30 an hour, effective January 5, 1970 and \$4.50 an hour effective January 12. No one however, actually worked at the January 5 rate.

An agreement also was reached at the time of the CFS agreement on pension increases for all employees retired before June 30, 1966 and receiving a \$165-a-month pension, or a benefit based on the \$165 monthly pension, to bring such pensioners to parity with those receiving the \$235-a-month benefit. The increased pensions were to be \$190 in 1969, \$200 in 1970, and \$235 in 1971.

NOTE: The U.S. Census Bureau has introduced new job titles in its Occupational Classification System to eliminate those that denote sex stereotypes. For purposes of this bulletin, however, such titles have been retained where they refer specifically to contractual definitions. Where titles are used in the generic sense, and not to describe a contract term, they have been changed to eliminate the sex stereotype.

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The longest longshore strike in the Nation's history was ended on February 21, 1972, when the approximately 15,000 members of the ILWU began returning to their jobs following ratification of a new 17-month agreement with the PMA, reached on February 10, 1972. The strike, which was interrupted by a Taft-Hartley Act injunction, had closed down Pacific Coast ports in the United States for a total of 134 days since July 1, 1971. It resulted in the passage of emergency legislation by Congress requiring compulsory arbitration to end the work stoppage.³ At the center of the dispute was the mechanization of freight handling on the waterfront through cargo containerization, which sharply reduced work opportunities, and the resultant jurisdictional problem of who should have the right to stuff and unstuff containers—ILWU workers or non-ILWU labor, mainly warehouse workers represented by the Teamsters (IBT).

A preliminary caucus was held by the union in October 1970 to establish bargaining goals. The caucus was held earlier than usual because of the complex problems of work opportunity and also to consider a report by an ILWU container fact finding committee which had observed container operations in several Atlantic Coast ports.

Negotiations between the parties began on November 16, 1970 in hopes of settling the problem of work opportunity, as outlined at the union caucus, by the June 30, 1971 expiration date of the then current 5-year pact. Initial union demands included a 2-year

¹ A CFS was defined as a permanent facility on a dock or in a dock area that was either specially built only for stuffing, stripping, and storing containers, or a specially constructed shed or a place set aside to stuff, strip, and store containers that was distinct from the dock itself or from a container yard.

² Only less than container lot (LCL) freight was to be covered by CFS units. Containers loaded at the point of origin or "containers of convenience" were not covered by CFS units. Containers loaded at the point of origin represented the vast majority of containers handled by the ILWU and they were to be loaded and unloaded by regular longshoremen and not CFS men as were "containers of convenience" which are odd lot shipments, stuffed and unstuffed for the convenience of shipper.

³ The measure was signed after the strike was over, however, as a "symbolic gesture."

contract; \$1-an-hour wage increases in each year; an updated penalty cargo list; no further reduction in gang size; guaranteed work opportunity of a full week's work or pay; elimination of extended shifts and reduction in shifts; establishment of 10 paid holidays (the practice was no pay if a holiday was not worked); liberalized vacations; improved pensions including a maximum normal pension of \$500 a month and provision for cost-of-living adjustments in pensions; improved health benefits; expanded ILWU jurisdiction over container work; an allowance for men in distressed ports who wished to relocate; elimination of the Mechanization and Modernization Fund with outstanding claims to be paid by the employers; and inclusion of Hawaiian workers in the coastwise agreement.

Talks continued intermittently until early June with little progress on the key items of work jurisdiction and guarantees. The shippers had turned down the union's basic demands in early April and responded with a 3-year package several days later. This was rejected mainly because it did not provide the job security sought by the union.

Union strike demands were submitted to the shippers during last-minute negotiations held June 28-30, but accord could not be reached and on July 1, 15,000 Pacific longshore workers began the first coastwise strike in 23 years.

The parties did not resume bargaining until late August, and during the weeks that followed some significant progress had been achieved. By the end of September the parties had narrowed the wage gap, settled on the duration of the contract (2 years), worked out the basic approach to the pay guarantee (but not total liability), and reached tentative agreement on pensions. Some progress also had been made towards resolution of the container issue by agreeing that stuffing and unstuffing of containers within port "zones" was to be performed by ILWU labor with a tonnage tax being paid by employers on containers consolidated by non-ILWU labor. The container tax approach was similar to the practice in effect on the East Coast. An impasse was reached, however, on the amount of the container tax and on work jurisdiction.

Adding to the situation created by the Pacific Coast strike, members of the International Longshoremen's Association struck East and Gulf Coast ports and the Great Lakes Port of Chicago on October 1 as their contracts terminated. This brought about the first coast-to-coast longshore strike in U.S. history. It involved about 60,000 ILWU and ILA dockworkers, and caused President Nixon to direct the Attorney General to seek injunctions to end the Pacific Coast tie-up⁴ and the Great Lakes dispute. (The Great Lakes dispute would have had an untimely effect on grain shipments.) It was

expected that the East and Gulf Coast disputes could be resolved through collective bargaining since they were less than a week old. This course of action was based on recommendations made by a five-man Board of Inquiry, appointed under Taft-Hartley Act machinery on October 4. In appointing the Board, the President said a continued nationwide dock strike would "imperil the national health and safety." The Board found that the West Coast dispute was "an uncommonly difficult dispute" and that there had been some progress but no end to the strike was in sight.

On October 6, a temporary restraining order was obtained to halt the West Coast walkout pending hearings on an 80-day injunction—which was subsequently obtained and was to expire December 25. An injunction to end the Great Lakes dispute was denied. Pacific longshore workers returned to work shortly thereafter although some local disputes prevented full operation. The primary tie-up was a strike in the large Los Angeles-Long Beach port complex over which party had the right to select who would be hired from a pool of about 300 highly skilled workers called "steady men". Since steady men worked almost exclusively for a single company and were therefore familiar with its operations, the companies wanted to continue to be able to designate them. The union contended that designating men was the function of the dispatching hall. On November 4, a Federal District judge ordered the locals to send men involved in the "steady men" dispute back to work and the PMA members to stop refusing gangs that they had not designated.

In late November, longshore workers in East and Gulf Coast ports also were enjoined from striking by Taft-Hartley injunctions which would expire February 14, 1972.⁵ Although the Pacific Coast injunction expired December 25, the parties agreed to contract extensions to last until January 17 in talks that reconvened in December. Bargaining was recessed on January 12 to allow the presidents of both the ILWU and Teamsters (IBT) to meet in an attempt to solve the jurisdictional problem. Before the recess, the union also was demanding that wage increases be retroactive to the end of Phase I of the governmental economic stabilization program (November 14, 1971).

ILWU-PMA negotiations resumed on January 15 after resolution by the two unions of the division of container work, and a reported agreement for future merger of the

⁴ The President had indicated earlier that there would have been some question as to the necessity for an injunction as long as the strike was confined to the West Coast.

⁵ Settlements were subsequently reached for North Atlantic ports in January 1972 and Southern and Gulf Coast ports in March 1972.

two union.⁶ The ILWU then was able to argue that PMA acceptance of ILWU container jurisdiction proposals would not result in strikes by the IBT. The shippers had contended that IBT pacts held by companies forwarding freight to the shippers precluded acceptance of ILWU container proposals. Although the parties were close on most major issues by the January 17 termination date of the contract extension, agreement could not be reached on how an agreed-upon container tax of \$1 per long ton (2,240 pounds) should be used—shippers wanted the royalty to be used to finance the pay guarantee plan while the union wanted it to finance further benefits—and on the effective date of the first-year wage increase.

The strike resumed January 17, when the parties were unable to agree on the amount of money which would be committed for the pay guarantee plan. Four days later, President Nixon sent an emergency measure to Congress designed to end the Pacific Coast strike (and also bring a settlement for Hawaiian workers who had not been on strike) by requiring a return to work pending binding arbitration and to prohibit a strike or lockout for at least 18 months.

On February 8, the parties resolved their key differences and reached tentative agreement on a 17-month contract subject to a ratification vote and Pay Board review. Longshore workers later ratified the pact in balloting which occurred February 17-19 and work resumed shortly thereafter. The pact provided for first-year wage increases retroactive to December 25, 1971, of 72 cents for longshoremen and \$1.125 for CFS utility men. Skilled rates were also to be increased by an additional 10 to 30 cents effective February 26, 1972 which would affect about 28 percent of the longshore work force. The lodging allowance was increased to \$8 a day and the meal allowance was increased to \$3 per meal.

To protect and preserve established work of ILWU workers, the Container Freight Station Supplement (CFSS) was amended to require employers to contribute a tax of \$1 per long ton (2,240 pounds) of containerized cargo stuffed or unstuffed by non-ILWU labor within a 50-mile zone in each port (with certain exceptions).

Under the welfare and insurance program, medical-surgical-hospital benefits in small ports were to be brought up to large port standards; a prescription drug plan was established for eligible active and retired men; a dental plan was established for active men, their wives and dependent children ages 15 to 19 (dental benefits previously applied only to children under age 15) which provided 95 percent of a schedule of payments; life and accidental death and dismemberment insurance was increased to \$10,000 for Class A (fully registered) workers; and an indemnity plan was established so that insured occupationally disabled workers

could receive the difference between \$125 a week and weekly workmen's compensation.

The pension plan was revised to provide a normal basic pension of \$350 a month at age 62 after 25 years of service, plus a supplemental benefit of \$150 until age 65. New disability and prorata benefits were provided based on the \$350 basic benefit. Employees who had 25 years of service could retire at or after age 59 with benefits until age 65 having an actuarial value equivalent to the basic and supplemental benefit otherwise payable at age 62, and at age 65, an actuarial value equivalent to the basic benefit. An employee age 55 with 25 years of service could retire with the \$350 basic benefit deferred to age 65, or on an immediate pension actuarially reduced. Workers could leave the industry at age 55 with 13 to 24 years of service with accrued benefits, and payment deferred to age 65. Pensions for past retirees were increased also, to \$300 per month. Beginning in 1973, the compulsory retirement age was to be reduced to 65 (from 68).

The PMA also agreed to pay out about \$800,000 to those who had not received the full M&M death and disability benefit.

A pay guarantee plan was established which guaranteed 36 hours per week for eligible Class A workers and 18 hours for eligible Class B workers. The PMA's contingent liability for funding the plan was set at \$5.2 million per year with the container tax funds to be applied against the cost of the guarantee. If any tax funds remained, they were to be applied toward the unfunded liability of the pension plan.

The agreement was to remain in effective until July 1, 1973, but the pact could be cancelled 30 days after submission for Pay Board review if approval required under the economic stabilization program was not obtained within that period.

At the time of the agreement, certain matters such as hours of work, grievance, scope of work, and the "steady men" issue were still to be negotiated, and if settlement could not be reached, the issues were to be submitted to binding arbitration. Most of these matters were subsequently resolved through negotiations or arbitration.⁷

On March 16, the Pay Board announced that it had reduced the first-year "package" (the balance of the pact was to be reviewed later). As a result, first-year wage

⁶ Later in the year, the ILWU put off scheduled action on the merger reportedly because of opposition from the ILWU rank and file.

⁷ The "steady men" issue was resolved on July 5 when an arbitrator handed down a decision which limited use of a particular employee to 22 days a month and 6 days a week and specified methods of designating such men. The subject, however, continued to be discussed by the parties.

increases were cut to 42 cents (from 72 cents) for longshoremen and to 79 cents (from \$1.125) for CFS utility men. The Board also ruled that the longshore industry's liability for the first year of the pay guarantee plan was limited to a cost equal to 9.9 cents an hour. The Board also said that if the cost of the guarantee at the end of the year was less than this amount, the difference could be applied retroactively to wage rates. If the cost exceeded this amount, the additional cost could be deducted from the second-year wage increase.

In late March, ILWU and PMA negotiators met to discuss the Pay Board cuts. According to the union, the PMA recognized in principle that it had an obligation to pay the money deducted from the settlement. The union proposed that the PMA escrow such monies in a special account to be payable by July 1, 1973 (contract termination) or whenever governmental approval was obtained or controls were ended, whichever was earlier. The Pay Board then instructed the PMA that such an agreement would not be allowed, and the PMA complied.

The union in turn sued to have the Pay Board enjoined from instructing the PMA on escrowing and announced that it had reserved the right to cancel the new agreement as of April 15, 1972—the date cancellation would be allowable if the pact was not approved. The union had also suggested that manning scales be increased for the life of the contract to compensate for Pay Board cuts, but the PMA rejected the proposal.

In April, the Port of Seattle (not a member of the PMA) filed suit in Federal court charging the ILWU and PMA with violation of anti-trust laws through their agreement that "containers originating at or destined for delivery to a non-PMA member facility employing ILWU labor within the Port Area CFS Zone, shall be stuffed and unstuffed by ILWU labor employed by an employer signatory to the Pacific Coast Longshore and Checkers Agreement or the Container Freight Station Supplement. . ." A hearing was scheduled for April 21. A related complaint was filed with the National Labor Relations Board against the union and shippers by several forwarders who used Teamsters to pack and unpack vans, charging that the container tax was an illegal attempt to stop steamship companies from using forwarders.

On May 3 the ILWU suit against the Pay Board was denied on the grounds that the Board's action has been "informal" (over the telephone). The Federal judge also ruled that he could see nothing to prevent the unions and shippers from reaching an agreement on the escrow of monies, but on May 5 the Pay Board formally ruled that the escrowing of the monies in question was not allowed. The Board also said that it would scrutinize other methods which might be used to circumvent its decisions.

The parties, on May 15, announced implementation of the February agreement as revised by the Pay Board.

This followed an agreement dated May 11 that if wage and price controls were eliminated on or before November 30, 1972, the pact could be terminated by 60 days' notice or by 24 hours' notice if controls were not in effect on or ended on or after January 31, 1973.

A day after the implementation announcement, as a result of the complaint before the NLRB by the freight forwarders, a Federal district court judge ruled illegal new sections of the CFSS which (1) called for the container tax, (2) provided that port zone work be performed by ILWU labor, and (3) prevented a PMA member's subcontracting of container work to non-PMA employers. The ILWU and PMA then agreed to reinstate old relevant sections of the CFSS which required the use of ILWU labor for the stuffing and stripping of nonfactory loads as a condition of loading cargo on ships. This also was ruled against, however, in mid-June by a Federal judge thus reducing ILWU jurisdiction over container work.

On February 9, 1973, following a request from the ILWU, the Cost of Living Council denied restoration of wage cuts made by the Pay Board.

June 1973—July 1975

An early settlement was reached between the PMA and ILWU on June 9, 1973 for 13,000 dockworkers. The 25-month pact was made effective June 1, a month earlier than the scheduled expiration date of the previous agreement. The early settlement reportedly reflected the parties' anticipation of new stiff government wage-price controls. Workers ratified the pact by July 14.

Interim agreement on four key items was reached on May 10, following talks which had begun on May 8. This understanding paved the way for the peaceful final settlement, and provided for a 25-cent wage hike on June 1, a guarantee against layoff, and continuation of the pay guarantee plan. It also provided for formal bargaining to begin by May 15 in an attempt to attain full settlement by the end of May. The Parties also agreed to discuss at that time the use of binding arbitration to resolve any stalemate. The union initially had sought a 50-cent-an-hour wage hike in a 1-year pact, adoption of a cost-of-living escalator clause, the establishment of paid holidays, improved fringe benefits, and increased jurisdiction over container work.

Terms of the new contract included general wage increases for longshoremen of 25 cents an hour on June 2, 1973, 15 cents on June 30, 1973, and 30 cents on June 29, 1974. Because longshoremen received 6 hours' pay at their basic rate plus 2 hours at their overtime rate, while CFS utility men received 8 hours at their basic straight-time rate, the equivalent general wage increases for CFS utility men amounted to 28, 17, and 33.5 cents. An escalator clause was established which

provided for cost-of-living adjustments for longshoremen in January and July of 1975 of 1 cent for each 0.3-point increase in the Bureau of Labor Statistics Consumer Price Index (1967=100) during a 6-month period preceding the adjustments. The adjustments were not to exceed 12 cents and 10 cents, respectively. Container freight station utility men were to receive equivalent adjustments. Two paid holidays were established in 1973 and three more were to be added in 1974. Vacations were to be liberalized in 1973 and 1974.

Improvements in welfare benefits included extension of coverage through age 22 for dependent children who were full-time students and to any age for previously incapacitated dependent children. Kidney dialysis treatment in a patients' home or in a nonhospital center was to be paid for. Welfare coverage was provided 1 year from death for a widow of an active man. The children's dental coverage was extended to children under age 19 (was 15) and the adult benefit was increased to 100 percent of a schedule of payments. Orthodontia services were added on a 50-percent co-insurance basis, up to a maximum benefit of \$500. A vision care program was established in 1974 with a \$5 deductible. It provided for annual eye examinations, annual replacement of lenses if the prescription changed, and frames every other year. The employee was to receive these benefits through a panel of optometrists.

Pension benefits were improved to provide employees who elected to leave the industry after attaining age 55 and 25 years of service, the existing monthly benefit of \$350 deferred until age 62 (was age 65) or for such men less than age 59, an immediate pension actuarially reduced from age 62. Men who left the industry after attaining age 55, and had 13 years but less than 25 years of service were given the option to take an immediate pension actuarially reduced from age 65 with widows' benefit coverage of one-half the actuarially reduced pension (these men previously were limited to a deferred pension payable at age 65 of full dollar benefit accrued at time they left the industry). The widow of an active employee who died at age 59 (was age 60) or after with 25 years of service was entitled to a widows' benefit.

Substantial improvements were made in the pay guarantee plan. The companies' contribution was increased to \$6 million per contract year, and the method of allocating the guarantee pay was revised. Under the

new system, 1/52 of annual funding was made available for a week's guarantee payments with reductions to be made in the weekly payments if the payments exceeded 1/52 of annual funding. Total payments were to be reviewed at the end of 13-week periods—if the accumulated payments were less than 13/52 of funding, the excess monies would be distributed as "make whole" payments to employees who had received reduced weekly guarantees, up to the amount of their guarantee (36 hours' pay for class A workers and 18 hours for class B workers). If monies remained after such "make whole" payments, the excess would be paid to Class B workers to bring their weekly guarantee up to a maximum of 24 hours.

The pact also provided that there would be no reduction in the registered longshoremen (or clerks) work force during the term of the agreement, except due to normal attrition, unless mutual agreement was reached on a reduction because of unusual circumstance. The agreement was scheduled to remain in effect until 8 a.m. on July 1, 1975.

On May 7, 1974, the ILWU and PMA reached agreement for a June 1 general wage increase of 30 cents (an equivalent 33.5 cents for CFS utility men) following expiration of Federal wage-price controls at midnight of April 30. This hike restored the amount cut from the 1972 agreement by the Pay Board and was in addition to the already scheduled June 29 increase. The agreement did not otherwise alter the 1973 contract.

With the impending end of controls, the union had demanded a reopening of the current pact under terms of the May 11, 1972 supplemental agreement (allowing cancellation of the 1972 settlement if controls were not in effect on or after January 31, 1973) to discuss restoration of the amount cut by the Pay Board in its March 16, 1972 ruling. The PMA, however, did not consider the May 11 supplemental agreement to be applicable to the 1973 contract which had been scheduled to remain in effect until July 1, 1975.

A 1-day coastwise work stoppage by longshoremen occurred on May 1, because of the disagreement, but work resumed the next day after the parties agreed to discuss the union's demands, and the wage agreement was reached on May 7.

The following tables bring the wage chronology up to date until the expiration of the contract.

Table 1. General wage changes¹

Effective date	Provision	Applications, exceptions, and other related matters
Jan. 5, 1970 (CFS memorandum of agreement dated Oct. 28, 1969).	Basic wage rate of \$4.30 an hour established for CFS utility men. ²	
Jan. 12, 1970 (CFS memorandum of agreement dated Oct. 28, 1969).	20-cents-an-hour increase for CFS utility men.	
Dec. 25, 1971 (memorandum of understanding dated Feb. 10, 1972, and supplemental memorandum of understanding dated May 12, 1972).	42-cents-an-hour increase for longshoremen and 79-cents-an-hour increase for CFS utility men.	Retroactive increases in accordance with Pay Board ruling announced Mar. 16, 1972. The Feb. 10, 1972, memorandum of understanding originally had provided for wage increases of 72 cents for longshoremen and \$1.125 for CFS utility men retroactive to Dec. 25, 1971, but the Pay Board subsequently denied the full amounts under the economic stabilization policies of Phase 2.
Feb. 26, 1972 (memorandum of agreement dated Feb. 10, 1972).	.....	Agreement also provided for deferred increases effective July 1, 1972. Increases ranging from 10 to 30 cents an hour were provided as adjustments in skilled rate differentials. These increases amounted to about 9 cents an hour when averaged over the entire bargaining unit.
July 1, 1972 (memorandum of agreement dated Feb. 10, 1972).	40-cents-an-hour increase for longshoremen and 45-cents-an-hour increase for CFS utility men.	Deferred increases.
June 2, 1973 (memorandum of understanding dated June 24, 1973).	25-cents-an-hour increase for longshoremen and 28 cents for CFS utility men.	Agreement also provided for establishment of an escalator clause providing for semiannual cost-of-living adjustments of 1 cent for longshoremen and 1.125 cents for CFS utility men for each 0.3-point increase in the Bureau of Labor Statistics' Consumer Price Index (1967=100). The first adjustment was to be limited to a maximum 12 cents for longshoremen and 13.5 cents for CFS utility men and was to be effective Jan. 1, 1975, based on the increase in the November 1974 Index over the May 1974 Index. ³ The second adjustment was to be limited to a maximum of 10 cents for longshoremen and 11.25 cents for CFS utility men and was to be effective July 1, 1975, based on the increase in the Index for May 1975 over the Index of November 1974. ³
June 30, 1973 (memorandum of agreement dated June 24, 1973).	15-cents-an-hour increase for longshoremen and 17 cents for CFS utility men.	The agreement also provided for wage increases effective June 30, 1973 and June 29, 1974.
June 1, 1974 (supplemental agreement dated May 7, 1974).	30-cents-an-hour increase for longshoremen and 33.5 cents for CFS utility men.	

See footnotes at end of table.

Table 1. General wage changes¹—Continued

Effective date	Provision	Applications, exceptions, and other related matters
June 29, 1974 (memorandum of agreement dated June 24, 1973).	30-cents-an-hour increase for longshoremen and 33.5 cents for CFS utility men.	Deferred increases.

¹ General wage changes are construed as upward or downward adjustments that affect an entire establishment, bargaining unit or substantial group of employees at one time. Not included within the term are adjustments in individual rates (promotions, merit increases, etc.) and minor adjustments in the wage structure (such as changes in specific classification rates) that do not have an immediate effect on the general wage level.

The changes listed above were the major adjustments in wage rates made during the period covered. Because of fluctuations in earnings occasioned by premium and penalty rates and other factors, the total of the general changes listed will not necessarily coincide with the change in average hourly earnings over the period.

² CFS utility men perform functions similar to longshoremen and are included for the first time since they were first defined under the 1969 supplemental agreement. Since container freight stations were not established until Jan. 5, 1970, this rate was never actually paid to the workers.

³ The cost-of-living adjustments (subject to maximums) were determined as follows:

<i>Increase above base month*</i> <i>Consumer Price Index</i> <i>(1967=100)</i>	<i>Amount of cost-of-living adjustment**</i> <i>(cents per hour)</i>	
	<i>Longshoremen</i>	<i>CFS utility men</i>
0.3 to 0.5	1	1.125
0.6 to 0.8	2	2.25
0.9 to 1.1	3	3.375
1.2 to 1.4	4	4.5
1.5 to 1.7	5	5.625
1.8 to 2.0	6	6.75
2.1 to 2.3	7	7.875
2.4 to 2.6	8	9.0
2.7 to 2.9	9	10.125
3.0 to 3.2	10	11.25
3.3 to 3.5	11	12.375
3.6 or over	12	13.5

* May 1974 Index level for first adjustment and November 1974 for second adjustment.

** The allowance was not part of the basic wage rate, but was used to compute overtime, holiday, vacation, and pay guarantee plan pay.

Table 2. Basic hourly rates for selected occupations and operations in all ports, December 1971–June 1974¹

Occupation and operations	Effective date					
	Dec. 25, 1971	July 1, 1972	June 2, 1973	June 30, 1973	June 1, 1974	June 29, 1974
Longshoremen:						
General cargo:						
Basic rate	\$4.70	\$5.10	\$5.35	\$5.50	\$5.80	\$6.10
Overtime rate ²	7.05	7.65	8.03	8.25	8.70	9.15
Selected penalty cargoes:						
Specified commodities in lots of 15 short tons or more ³	4.85	5.25	5.50	5.65	5.95	6.25
Green hides	4.95	5.35	5.60	5.75	6.05	6.35
Leaking or damaged cargo in faulty containers	4.85	5.25	5.50	5.65	5.95	6.25
Creosoted products out of water (hold and boom men only)	4.95	5.35	5.60	5.75	6.05	6.35
Shoveling jobs on any commodity	4.95	5.35	5.60	5.75	6.05	6.35
Bulk commodities (excluding bulk liquids) not otherwise classified which are loaded or discharged mechanically ..	4.95	5.35	5.60	5.75	6.05	6.35
Stowing bulk grain, to board workers ...	5.05	5.45	5.70	5.85	6.15	6.45
Damaged and offensive cargo ⁴	5.55	5.95	6.20	6.35	6.65	6.95
Working hatch when fire burning or cargo smoldering in hatch	5.90	6.30	6.55	6.70	7.00	7.30
Explosives	9.40	10.20	10.70	11.00	11.60	12.20
Working in cramped space on paper and pulp in packages of 300 pounds or more (hold men only)	4.85	5.25	5.50	5.65	5.95	6.25
Hatch tenders, winch drivers, and lift truck- jitney drivers, and skilled hold men	⁵ 4.85	5.35	5.60	5.75	6.05	6.35
Gang bosses ⁶	⁷ 4.90	5.45	5.70	5.85	6.15	6.45
Bulldozer operators	⁸ 5.00	5.60	5.85	6.00	6.30	6.60
Crane operators	⁹ 5.10	5.80	6.05	6.20	6.50	6.80
CFS utility men: ¹⁰						
Basic rate	5.29	5.74	6.02	6.19	6.525	6.86

¹ Exclusive of premium pay for night work.

² Overtime differentials for penalty rates and for skilled occupations were 1½ times the straight-time rates.

³ The list covered 18 commodities.

⁴ Following the 1973 negotiations, a Pacific Coast arbitrator ruled on July 30, 1973, that words "and offensive" should be omitted from the penalty cargo definition.

⁵ Skilled rate increased an additional 10 cents effective Feb. 26, 1972.

⁶ The differential paid employees performing gang boss functions in some ports varied. The differential shown is applicable to Northern California ports and Oregon ports.

⁷ Skilled rate for ports indicated in footnote 6 increased an additional 15 cents effective Feb. 26, 1972.

⁸ Skilled rate increased an additional 20 cents effective Feb. 26, 1972.

⁹ Skilled rate increased an additional 30 cents effective Feb. 26, 1972.

¹⁰ CFS utility men were first covered under the PMA-ILWU supplemental agreement of 1969. Basic rates for utility men before Dec. 25, 1971 were \$4.30 effective Jan. 5, 1970 and \$4.50 effective Jan. 12, 1970 (the \$4.30 rate was never paid since the CFS units were not established until Jan. 5, 1970). Workers at CFS units receive 8 hours' pay at their basic rate on a regular day whereas regular longshoremen receive 6 hours' pay at their straight-time rate plus 2 hours overtime on a regular daily shift. Utility men were paid penalty cargo rates as for longshoremen, except that when shift differentials or overtime rates applied in the case of a worker receiving a penalty cargo rate, the hourly rate for working on penalty cargo (rather than only the basic rate) was to be augmented by the shift differential premium or overtime premium.

Table 3. Supplementary compensation practices

Effective date	Provision	Applications, exceptions, and other related matters
Premium pay for nightwork		
<p>Jan. 5, 1970 (CFS memorandum of agreement dated Oct. 28, 1969).</p>	<p>CFS employees: Rate for work on a designated second shift (one that started between 5 p.m. and 7 p.m.) to be 33 1/3 percent above straight-time rate, and third shift (1 a.m. to 8 a.m.) to be paid 8 hours for the 7 hours worked (such pay to be time and one-half regular pay).</p>	
Daily overtime pay		
<p>Jan. 5, 1970 (CFS memorandum of agreement dated Oct. 28, 1969).</p>	<p>CFS employees: Overtime rate for first hour in excess of 8 and time and one-half the overtime rate for second hour in excess of 8 (maximum of 2 hours' overtime) in any shift to finish cars, trucks, and containers, either inbound or outbound, when such work was required to meet efficient operational needs.</p>	
Meal pay		
<p>Jan. 5, 1970 (CFS memorandum of agreement dated Oct. 28, 1969).</p>	<p>CFS employees: Workers not required to work over 6 hours without opportunity to eat.</p>	
Holiday pay		
<p>July 1, 1973 (memorandum of agreement dated June 24, 1973).</p> <p>July 1, 1974 (memorandum of agreement dated June 24, 1973).</p>	<p>Established: 2 paid holidays. Employee paid 8 hours at basic straight-time rate of pay when holiday not worked and overtime rate for hours worked on paid holiday.</p> <p>Added: 3 paid holidays (total 5).</p>	<p>Holidays were Christmas Day and New Years Day. To be eligible for paid holiday, employee had to be registered employee as of holiday; have worked 800 hours in previous payroll year or in most recent payroll year during which there was sufficient work available to meet 800 hours requirement; and meet availability requirement of pay guarantee plan for at least 2 of 5 days, Monday through Friday (not including holiday) during payroll week in which holiday fell (except in the case of a steady employee who had to meet availability requirement of his employer) unless he was on vacation or because of verified sickness or injury.</p> <p>If the paid holiday fell on a Sunday, the holiday was to be observed on the following Monday, with pay.</p> <p>Holidays were Independence Day, Labor Day, and Thanksgiving Day.</p>

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Paid vacations		
Jan. 1, 1972 (supplemental memorandum of understanding dated Mar. 1, 1972).	.....	Changed: Qualifying hours for vacation purposes to include all hours for which pay was received, except vacation hours and pay guarantee plan hours.
July 1, 1973 (memorandum of agreement dated June 24, 1973).	.....	Changed: Effective for qualifications in 1973, the vacation allowance for an employee who did not qualify because he lost work opportunity due to sickness or accident was to be based on average hours worked per month during period he was not absent because of sickness or accident. ¹
Effective for 1975 vacations (memorandum of agreement dated June 24, 1973).	<p>Reduced: Service requirement to 17 years for additional week of vacation for employees qualifying for 1, 2, or 3 weeks under other provisions.</p> <p>Added: Additional week of vacation after 23 years of service for employees qualifying for 1, 2, 3, or 4 weeks under other provisions.</p>	<p>Applicable to qualification in 1974.</p> <p>Reduced: 2 week basic vacation requirement of 1,344 hours to 1,300 hours worked in a calendar year.</p> <p>Reduced: Qualifying hours for 45 hours vacation pay to 1,500 hours or more (1,400 or more in ports with 8 gangs or less). Continued to be 1,200 hours for men age 60 or more.</p>
Call-in pay		
Jan. 5, 1970 (CFS memorandum of agreement dated Oct. 28, 1969).	<p>CFS employees—steady workers—employee who completed probation and was called and reported to work at starting time on a Monday, guaranteed 40 hours' work or pay (probationary employee guaranteed 8 hours if work available and 4 hours if work not available). The 40-hour guarantee was reduced to 32 hours for any week in which a holiday fell between Monday and Friday inclusive.</p> <p>CFS employees—extra workers—any Class A or Class B registered employee dispatched and reporting for CFS extra labor duty guaranteed 8 hours' pay if work available or 4 hours if no work available. A non-registered worker dispatched and reporting for CFS extra labor duty guaranteed minimum of 4 hours' pay and/or time worked and if called back following day, guaranteed 8 hours for initial day and subsequent days until released. Workers knocked off 6 minutes or more after the hour or half hour, paid to the end of the respective 30-minute period.</p>	<p>Extra workers were those used to supplement basic complement of steady workers because of varying work loads. In some cases where sufficient workers were not available through ILWU dispatching halls, the employer could employ extra labor from a source of his own choosing.</p>

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Subsistence pay		
<p>Jan. 5, 1970 (CFS memorandum of agreement dated Oct. 28, 1969). Feb. 26, 1972 (memorandum of understanding dated Feb. 10, 1972).</p>	<p>..... Increased: To \$8 per day for lodging and \$3 for each meal.</p>	<p>CFS employees—not applicable.</p>
Welfare and insurance benefits		
<p>Dec. 4, 1971 Feb. 26, 1972 (memorandum of understanding dated Feb. 10, 1972). Mar. 25, 1972 (memorandum of understanding dated Feb. 10, 1972). Aug. 4, 1973 (memorandum of agreement dated June 24, 1973). Mar. 19, 1972 (memorandum of understanding dated Feb. 10, 1972). July 1, 1973 (memorandum of agreement dated June 24, 1973). July 1, 1974 (memorandum of agreement dated June 24, 1973).</p>	<p>I. Employer Contributions—All Ports: Increased to 27.5 cents per man-hour. Increased to \$1.157 per man-hour. Reduced to 65.1 cents per man-hour. Increased to 73.7 cents per man-hour. II. Medical, Surgical, and Hospital Benefits: A. Los Angeles—Long Beach, San Francisco, and Portland—Vancouver, Olympia, Sacramento, and San Diego service type plans (with option to select insured plans since 1954).² Added: <i>Kidney dialysis</i>—paid for in home or non-hospital treatment center during first 2 months before Medicare assumed cost and for those not entitled to Medicare coverage. B. Small ports³—Insured plans.</p>	<p>Expanded: Retirees welfare coverage to those retiring under pension plan at age 59 or more with 25 years of service. Added: Hours paid for under Pay Guarantee Plan included in determination of eligibility for welfare benefits for Class B workers. In these ports, insurance programs were to be improved so that out-of-pocket expense to employee would be reduced to same proportionate level in existence at inception of plan. Expanded: Retirees welfare coverage to pensioners age 59 or more with 13 but less than 25 years of service. Changed: Dependent definition to include dependent children to age 19 (age 21 in Portland under Kaiser program) and to age 23 for dependent full-time students and to include dependent incapacitated children as long as incapacitated. Added: Upon death of an active worker, welfare coverage for widow and dependent children to be continued for 1 year—thereafter at widow's expense.</p>

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Welfare and insurance benefits—Continued		
May 1, 1968 (agreement date Apr. 26, 1968).	<p>Increased: <i>Hospitalization</i>—<i>payment</i> at regular 3-bed ward rate for employees and dependents for up to 70 days.</p> <p>Expanded: <i>Hospital extras</i>—to cover all hospital extras.</p> <p>Added: <i>Supplemental accident benefit</i>—to provide up to \$300 per accident for certain charges not otherwise covered, such as special nursing and physician's charges in excess of basic surgical or medical benefits.</p> <p>Changed: <i>Emergency service</i>—provided within 72 hours of accident (was 24 hours).</p> <p>Increased: <i>Medical care</i>—dependents to \$6 for each hospital or home call and \$4 for each office visit.</p> <p>Changed: <i>Anesthesia benefit</i> from \$200 maximum to \$4 per unit of 1960 California Relative Value Schedule.</p>	
Mar. 19, 1972 (memorandum of understanding dated Feb. 10, 1972).	<p>.....</p> <p>Increased: <i>Hospitalization</i>—maximum to 111 days per confinement at regular 3-bed ward rate for necessary services and supplies (included outpatient surgery and care).</p> <p>Increased: <i>Medical care</i>—full payment of prevailing fee for hospital call, office call, home visit (subject to \$2 charge for first visit); and for surgeon, assistant surgeon, and anesthesia.</p> <p>Increased: <i>Maternity benefits</i>—hospital, payment at 3-bed ward rate for up to 111 day per confinement; doctor, full payment of prevailing fee.</p> <p>Increased: <i>Ambulance service</i>—up to \$45 per disability.</p> <p>Increased: <i>Diagnostic X-ray and laboratory services</i>—full payment of prevailing fee.</p> <p>Added: <i>Nuclear medicine</i>—full payment of prevailing fee.</p>	<p>Benefits effective Feb. 19, 1972 for walking bosses.</p> <p>Extended: Retirees welfare coverage to those retiring under pension plan at age 59 or more with 25 years of service.</p> <p>Added: Hours paid for under Pay Guarantee Plan included in determination of eligibility for welfare benefits.</p> <p>The program of improved hospital and medical benefits for active and retired workers in the small ports were underwritten by Republic National Life Insurance Company. (Benefits were increased for nonchoice port locals to level as close as possible to level of service plan coverage in large ports.)</p> <p>There were no changes in benefits for workers or dependents enrolled in Medicare.</p>

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Welfare and insurance benefits—Continued		
July 1, 1973 (memorandum of agreement dated June 24, 1973).	.....	Expanded: Retirees welfare coverage to pensioners age 59 or more with 13 but less than 25 years service. Changed: Dependent definition to include dependent children up to age 19 and up to age 23 for dependent full-time students and to include incapacitated children as long as incapacitated.
July 1, 1974 (memorandum of agreement dated June 24, 1973).	Added: Kidney dialysis—paid for in home or nonhospital treatment center during first 2 months before Medicare assumed cost and for those not entitled to Medicare coverage.	Added: Upon death of an active worker, welfare coverage for widow and dependent children to be continued for one year—thereafter at widow's expense.
July 1, 1968 (agreement dated June 7, 1968).	III. Nonoccupational Disability Benefit, Oregon and Washington: Increased—to \$80 a week.	
May 1, 1973 (agreement dated Aug. 27, 1973).	Increased—to \$105 a week.	
Mar. 19, 1972 (memorandum of understanding dated Feb. 10, 1972).	IV. Dental Benefits—All Ports (since 1955): Added: Benefits for men, their wives, and dependent children age 15 to 19, which provided 95 percent of schedule for each dental procedure.	Effective Feb. 19, 1972, for walking bosses. Coverage provided under California Dental Service, Oregon Dental Service, and Washington Dental Service through the Delta Plans (in Los Angeles and San Francisco comparable optional plans were available). Retirees and their dependents (over age 15) were not covered.
July 1, 1973 (memorandum of agreement dated June 24, 1973).	Changed: Children's dental benefits program to provide 100 percent of cost of covered expenses for dependent children under age 19. Increased: Benefits for men and their wives (including full-time students age 19 and under age 23 and incapacitated children age 19 or over) to 100 percent of schedule for each dental procedure. Added: Orthodontia services provided on 50-percent co-insurance basis, up to maximum of \$500 (plan would pay one half of first \$1,000 per individual).	
Mar. 19, 1972 (memorandum of understanding dated Feb. 10, 1972).	V. Life and Accidental Death and Dismemberment Insurance—All Ports: Added: Life and accidental death and dismemberment insurance of \$10,000 for fully registered (Class A) active men with at least 5 years of qualifying service and eligible for welfare plan coverage on date of death or accident. If such amount was	Effective Feb. 19, 1972, for walking bosses. The \$10,000 life insurance was payable to the surviving spouse or dependent children only if they were not eligible for benefits under the pension plan.

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Welfare and insurance benefits—Continued		
Mar. 19, 1972— Continued	payable, life and accidental death and dismemberment benefits elsewhere under plan were not payable.	
Mar. 19, 1972 (memorandum of understanding dated Feb. 10, 1972).	<p>VI. Indemnity Plan—All Ports: Established: Longshoremen eligible for welfare plan benefits who were injured in the course of employment and as a result of the injury became entitled to workmen's compensation, were to receive amount equal to difference between \$125 a week and the weekly workmen's compensation.</p>	Effective Feb. 19, 1972, for walking bosses.
Mar. 19, 1972 (memorandum of understanding dated Feb. 10, 1972).	<p>VII. Prescription Drug Plan—All Ports: Established: Prescription drug benefits for welfare plan eligible active and retired workers and their dependents (Kaiser Plan IV or comparable) with \$1 co-payment per refill for prescription drugs, including oral contraceptives, insulin, and certain diabetic supplies (did not provide vitamins, nonprescription medicines, blood or blood plasma, and drugs prescribed for treatment of condition which is not part of the basic Kaiser Health Plan or Western Clinic Benefit).</p>	Effective Feb. 19, 1972, for walking bosses.
July 1, 1974 (memorandum of agreement dated June 24, 1973).	<p>VIII. Vision Care Benefits—All Ports: Established: Plan providing for annual eye examination, annual lenses if prescription changes, and frames every other year with a \$5 deductible.</p>	Vision care provided by panel optometrists.
Pension plan		
July 1, 1969 (company letter dated July 24, 1969).	<p>Increased: For those receiving a pension benefit as a result of retirement before June 30, 1966, the basic benefit was increased to \$190 (from \$165) a month and benefits were increased proportionately for pensioners and widows receiving less than basic maximum benefits.</p>	These retirees, were to receive further pension increases at later dates to bring them to parity with those receiving a pension of \$235 a month.
July 1, 1970 (company letter dated Oct. 28, 1969).	<p>Increased: For those who received pension increases effective July 1, 1969, the basic benefit was increased to \$200 a month and benefits were increased proportionately for pensioners and widows receiving less than the basic benefit.</p>	

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters																				
Pension plan—Continued																						
<p>July 1, 1971 (company letter dated July 24, 1969).</p>	<p>Increased: For those who received pension increase effective July 1, 1969, basic benefit increased to \$235 a month and increased proportionately for pensioners and widows receiving less than basic benefit.</p>	<p>In addition, see pension increases retroactive to July 1, 1971, from Feb. 10, 1972, memorandum of agreement which are detailed below. Such additional increases were in lieu of a cost-of-living increase in pensions which had been scheduled to be effective on July 1, 1971.</p>																				
<p>Apr. 1, 1972 (memorandum of understanding dated Feb. 10, 1972).</p>	<p>Pension plan was revised to provide:</p> <p><i>Normal retirement</i>—monthly basic benefit of \$350 for employee retired on or after July 1, 1971 at age 62 with 25 years of service as a longshoreman out of the preceding 35 years, plus a supplemental monthly bridge benefit of \$150 payable until age 65. Employee who retired on or after July 1, 1971 at age 65 with less than 25 years of service to receive prorata benefit based on normal pension of \$350.</p> <p><i>Disability retirement</i>—employee who retired on disability on or after July 1, 1971 to receive benefit proportional to basic normal benefit or prorata benefit as appropriate.</p> <p><i>Special early retirement</i>—employee with 25 years of service as a longshoreman out of the preceding 35 years could retire at or after age 59 with benefit to age 65 having an actuarial value equivalent to the basic and supplemental benefit payable at age 62, and at age 65 and thereafter, receive a benefit having the actuarial value equivalent to the basic monthly benefit.</p> <p><i>Regular early retirement</i>—employee who elected to leave industry after attaining age 55 (1) could receive pension benefit equal to full dollar benefit accrued to date with payment deferred until age 65 if he had 13 but less than 25 years of service and (2) if he had 25 years of service out of 35 could receive monthly pension benefit deferred until age 65 of \$350 or an immediate pension of actuarial value equivalent to the amount of pension payable at age 65.</p>	<p>Effective Mar. 1, 1972, for walking bosses.</p> <p>Such benefits were as follows:</p> <table border="1" data-bbox="798 1020 1420 1238"> <thead> <tr> <th data-bbox="798 1020 995 1097"><i>Age</i></th> <th data-bbox="995 1020 1124 1097"><i>Basic benefit</i></th> <th data-bbox="1124 1020 1253 1097"><i>Supplemental benefit</i></th> <th data-bbox="1253 1020 1420 1097"><i>Total benefit</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="798 1097 995 1126">62.</td> <td data-bbox="995 1097 1124 1126">\$350.00</td> <td data-bbox="1124 1097 1253 1126">\$150.00</td> <td data-bbox="1253 1097 1420 1126">\$500.00</td> </tr> <tr> <td data-bbox="798 1126 995 1155">61.</td> <td data-bbox="995 1126 1124 1155">317.59</td> <td data-bbox="1124 1126 1253 1155">108.52</td> <td data-bbox="1253 1126 1420 1155">426.11</td> </tr> <tr> <td data-bbox="798 1155 995 1184">60.</td> <td data-bbox="995 1155 1124 1184">289.00</td> <td data-bbox="1124 1155 1253 1184">83.78</td> <td data-bbox="1253 1155 1420 1184">372.78</td> </tr> <tr> <td data-bbox="798 1184 995 1213">59.</td> <td data-bbox="995 1184 1124 1213">263.70</td> <td data-bbox="1124 1184 1253 1213">67.40</td> <td data-bbox="1253 1184 1420 1213">331.00</td> </tr> </tbody> </table>	<i>Age</i>	<i>Basic benefit</i>	<i>Supplemental benefit</i>	<i>Total benefit</i>	62.	\$350.00	\$150.00	\$500.00	61.	317.59	108.52	426.11	60.	289.00	83.78	372.78	59.	263.70	67.40	331.00
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See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Pension plan—Continued		
Apr. 1, 1972— Continued		<p>An employee who retired prior to July 1, 1966, with a basic monthly benefit was to receive a basic monthly benefit of \$300 effective July 1, 1971. An employee who retired before July 1, 1966, with a reduced basic benefit or a disability pension was to have his benefit increased proportionately. The increased benefits for these groups of employees were retroactive to July 1, 1971.</p> <p>An employee who retired after June 30, 1966, and before July 1, 1971, was to receive a basic monthly benefit of \$300 effective with 61st monthly pension payment. An employee who retired after June 30, 1966, and before July 1, 1971, with a reduced basic benefit or a disability pension was to have benefit increased proportionately effective with 61st pension payment.</p>
Jan. 1, 1973	.....	<p>Reduced: Compulsory retirement age to 65 (was age 68). An employee who attained age 65 and was entitled to retire on basic monthly benefit or reduced basic benefit was required to retire. Employee currently registered who first became eligible to receive immediate pension benefits at age 65 but not after age 68 required to retire when first eligible for a pension.</p>
July 1, 1973 (memo- randum of agreement dated June 24, 1973).	<p>Changed: <i>Regular early retirement</i>—employee who elected (1) to leave industry at or after age 55 with 25 years of service (out of 35)—could receive monthly pension benefit deferred until age 62 of \$350 or an immediate pension for those age 55 but less than 59 of actuarial value equivalent to the amount of pension payable at age 62; and (2) employee who elected to leave industry at or after age 55 with 13 but less than 25 years of service—could receive immediate pension actuarially discounted from age 65 of the full dollar benefit accrued to date with payment deferred until age 65 with provision for a widow's benefit of one-half the actuarially discounted pension.</p>	
July 1, 1974 (memo- randum of agreement dated June 24, 1973).	.....	<p>Extended: Widow's benefit to widow of non-retired worker who died when age 59 (was age 60) with 25 years of service or more.</p>

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Laborsaving (mechanization and modernization) fund		
July 16, 1970	<p>Because fund would be exhausted by June 30, 1971, due to insufficient monies, death and disability benefits were revised. To determine how much was available for death and disability benefits, workers who qualified for and wanted a vested benefit were required to decide in writing no later than Mar. 1, 1971, that they would leave industry by July 1, 1971. (Deadline for filing for vested pension later extended to June 1, 1971.)</p> <p><i>Disability benefits</i>—eligibility requirements changed so that employee must prove qualification for Social Security disability benefit and must be certified totally and permanently disabled for his longshore work by 2 doctors. Benefit claims received on or after May 17, 1970, were also held up and whatever monies were available were to be paid in 2 parts (July 1, 1971 and June 1, 1972).</p> <p><i>Death benefits</i>—payable only to widow and if eligible worker died on or after May 17, 1970, widow could not collect death benefit until after July 1, 1971, based on share available in fund.</p>	<p>If a man who was found eligible for a disability benefit died before trustees calculated his proportionate share, his wife (if she had not remarried) was to receive a death benefit provided she lived with him for 3 years immediately preceding his death.</p>
July 29, 1971 (agreement of same date).	<p>Fund discontinued and balance of assets were used to pay outstanding claims (the shortage in assets after remaining assets were paid out was estimated by the union to be about \$890,000).</p>	
June 8, 1972 (memorandum of understanding dated Feb. 10, 1972).	<p>Companies agreed to pay amount equal to deficit in fund when fund's remaining assets were paid off so that outstanding claims as of Jan. 1, 1972 could be paid in full.</p>	

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Pay guarantee plan		
<p>Mar. 4, 1972 (memorandum of understanding dated Feb. 10, 1972, and supplemental memorandum of agreement dated Mar. 2, 1972).</p>	<p>Established: Plan guaranteeing amount to bring employees' total weekly earnings to 36 hours and 18 hours at straight-time pay for Class A and Class B workers, respectively.</p> <p>Eligibility: A Class A or Class B employee was eligible if his paid hours for a payroll week, or a "guarantee period," were 80 percent or more of the average paid hours per worker in his respective class (A or B) in his local for that payroll week, or "guarantee period" (wage guarantee payments not to be counted as paid hours for purposes of this paragraph).</p>	<p>Plan to be funded through companies' contribution of \$5,200,000 per contract year.</p> <p>Earnings included pay at/or for straight-time overtime, penalty overtime, penalty cargo, skill, travel time, vacation, State unemployment benefit, workmen's compensation, and PMA/ILWU indemnity and wage guarantee payments.</p> <p>For purposes of plan, initial "guarantee periods" were:</p> <p style="padding-left: 40px;">1st period—Mar. 4, 1972 through Sept. 1, 1972; 2nd period—Sept. 2, 1972 through Mar. 2, 1973; 3rd period—Mar. 3, 1973 until June 30, 1973.</p> <p>Class A and Class B workers paid less than 13 and 7.25 hours, respectively, in a payroll week were excluded with their hours in computation of payroll week averages for their respective classes in 1st two guarantee periods. Class A and Class B workers paid less than 11.5 and 6.25 hours, respectively, in a payroll week were excluded with their hours in computation of payroll week averages for their respective classes in the 3rd guarantee period. Class A and Class B workers and their hours were excluded from computation of averages for their respective classes of the port for all of the payroll week since the start of the 26-week period if during the 1st or 2nd 26-week guarantee periods they were paid less than 13 and 7.25 hours for Class A and Class B workers, respectively, times number of payroll weeks, or if in the remaining payroll weeks they were paid less than 11.5 and 6.25 hours for Class A and Class B workers, respectively, times number of payroll weeks (wage guarantee payments not to be counted as paid hours for purposes of this paragraph).</p> <p>Workers were not eligible for a payment as a result of an illegal work stoppage.</p> <p>A reduction in payments could be agreed upon by ports affected for more than 1 payroll week, by work stoppage, by nonsignatory unions or act of God.</p> <p>Hours worked in excess of the guarantee for payroll week (36 or 18 hours, whichever applicable) were to be carried forward into succeeding weeks and added to the successive weeks paid hours in determination of eligibility for payment. This accumulating process was to continue until the end of the "guarantee period."</p> <p>Vacation hours were excluded in calculating the local's or port's average hours of worker per payroll week or guarantee period.</p> <p>Workers absent because of illness or injury, jury duty, union employ, military service or authorized leave of absence for personal reasons were not eligible for guarantee payment for any week in which they failed to meet 80 percent test. Such workers, however, were granted eligibility credit upon their return to work for purpose of maintaining eligibility for the guarantee.</p> <p>Hours paid to "visitor" longshoremen were excluded in calculating the local's or port's average hours of workers per</p>

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Pay guarantee plan—Continued		
Mar. 4, 1972— Continued		payroll week or guarantee period. Their earnings for guarantee purposes, upon return to their home port, were their actual earnings.
June 30, 1973 (memorandum of agreement dated June 24, 1973).	<p>Increased: Companies' contribution to \$6 million per contract year.</p> <p>Changed: Method of allocating monies was revised so that at the end of each week 1/52 of the annual funding amount would be available for guarantee payments. An across-the-board percentage reduction would be made in weekly payments to limit the total weekly payments to 1/52 of annual funding. Total payments were to be reviewed at the end of 13-week periods to insure that accumulated weekly payments during each period did not exceed 13/52 of annual funding. If the total payments for a 13-week period were less than 13/52 of annual funding, the difference was to be paid out as "make whole" payments to employees who had received any reduced weekly guarantee (up to the amount payable to an employee without the reduction). If the total of such "make whole" payments would exceed the excess monies, the "make whole" payments were to be reduced on an across-the-board percentage basis to maintain 13/52 of annual funding. If there were monies left over after full "make whole" payment were made, these additional monies would be paid out to Class B workers to increase their weekly guarantee up to a maximum of 24 hours (the regular guarantee for Class B workers remained at 18 hours).</p> <p>Changed: Eligibility—workers were to be included on a pay guarantee plan eligibility list (1) as of June 30, 1973 because of 1 hour or more work during the 52 weeks ending May 26, 1973 or (2) as of the July 1 or January 1 that workers became eligible for welfare coverage. Workers on the eligibility list were eligible for the guarantee for any week in which they were "available"</p>	<p>Added: Holiday pay and jury duty pay added to definition of earnings for pay guarantee plan purposes.</p> <p>Eliminated: Workers' compensation and PMA/ILWU indemnity payments from definition of earnings for pay guarantee plan purposes.</p> <p>If weekly earnings were less than pay guarantee benefit, worker was paid the difference. If after third week of pay guarantee, earnings for current 4 week period was less than pay guarantee for the 4 weeks, worker was paid difference. If in any of the 4 weeks earnings were less than pay guarantee and worker did not receive guarantee because of ineligibility for that week, earnings and guarantee for that week were considered equal for purposes of determining pay guarantee for the 4 week period.</p> <p>Workers not included on eligibility list were those workers age 62 with 25 years of service or more with eligibility for pension, workers while working on a steady basis for employer under a guarantee for which employer was responsible, and workers dropped from the registration list. Workers employed or released as steady men during a payroll week were not eligible for that week.</p> <p>Workers absent for any reason, except jury duty, were not entitled to guarantee for any week in which 5 day availability requirement was not met (jury duty counted as availability).</p>

See footnotes at end of table.

Table 3. Supplementary compensation practices—Continued

Effective date	Provision	Applications, exceptions, and other related matters
Pay guarantee plan—Continued		
June 30, 1973— Continued	for work on the 5 days, Monday through Friday, less the day on which any paid holiday was observed (the previous 80 percent test and average hours worked calculations to which the 80-percent test was applied were eliminated).	
Moving allowance		
July 1, 1973 (arbitration award of July 30, 1973 and supplemental memo of understanding dated Nov. 12, 1973).	<p>Established: Benefits for workers wishing to transfer from "low work opportunity" port which provided:</p> <ul style="list-style-type: none"> (a) Round trip transportation, subsistence, and lodging for one advance trip by man, his wife, or both, to look for housing in port he was being transferred to (5-day maximum); (b) moving of belongings by a licensed moving company (limited to 6,500 pounds for a married man and 2,500 for a single man); (c) transportation to new port and subsistence and lodging for man and his family; (d) minimum cost required to disconnect and hook up appliances; and (e) storage of household effects necessitated by unusual circumstances (subject to approval of both parties). 	<p>A "low work opportunity" port was defined as one in which the average hours of work per week was less than 18 hours for Class A workers and 9 hours for Class B workers.</p> <p>Class A workers were to be given preference over Class B workers for such transfers.</p>

¹ The vacation allowance was determined as follows:

<i>Average hours worked per month in vacation eligibility year before illness or injury</i>	<i>Worker classification and weeks of vacation*</i>
<i>Under age 60</i>	
Less than 67 hours	No vacation
67-111 hours	1 week of vacation
112 hours or more	2 weeks of vacation
<i>60 years or older in minor port</i>	
Less than 50 hours	No vacation
50-91 hours	1 week of vacation
92 hours or more	2 weeks of vacation
<i>60 years or older</i>	
Less than 58 hours	No vacation
58-99 hours	1 week of vacation
100 hours or more	2 weeks of vacation

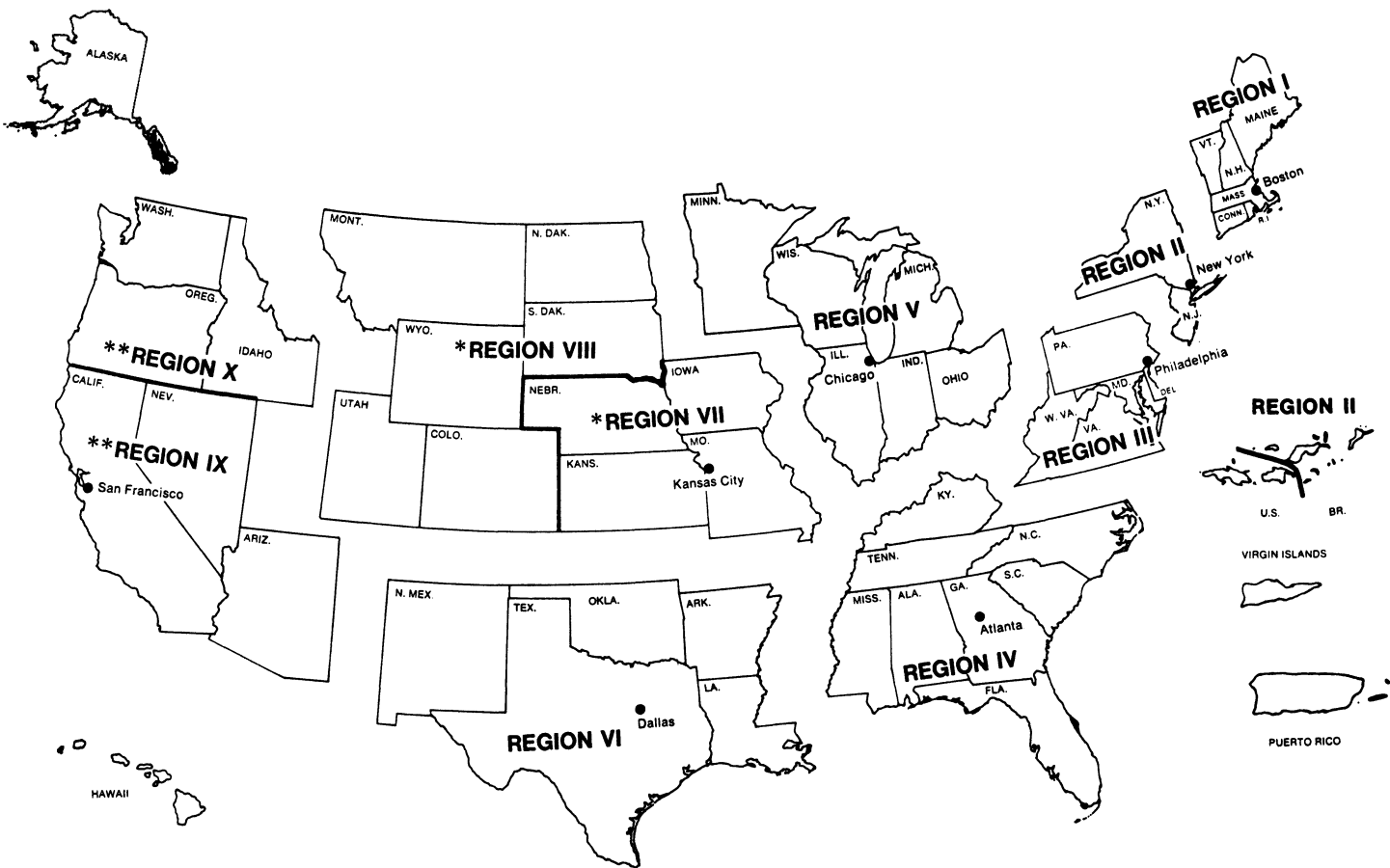
* An employee's vacation was to be reduced 1/12 for each 30 days of absence over 30 days during vacation eligibility year.

² In these areas the service type plan was the Kaiser Health Plan.

³ Ports other than Los Angeles-Long Beach, San Francisco, Portland-Vancouver, Olympia, Sacramento, and San Diego.

BUREAU OF LABOR STATISTICS

REGIONAL OFFICES



Region I

1603 JFK Federal Building
Government Center
Boston, Mass. 02203
Phone: 223-6762 (Area Code 617)

Region II

Suite 3400
1515 Broadway
New York, N.Y. 10036
Phone: 971-5405 (Area Code 212)

Region III

P.O. Box 13309
Philadelphia, Pa. 19101
Phone: 597-1154 (Area Code 215)

Region IV

Suite 540
1371 Peachtree St., NE.
Atlanta, Ga. 30309
Phone: 526-5418 (Area Code 404)

Region V

8th Floor, 300 South Wacker Drive
Chicago, Ill. 60606
Phone: 353-1880 (Area Code 312)

Region VI

1100 Commerce St., Rm. 6B7
Dallas, Tex. 75202
Phone: 749-3516 (Area Code 214)

Regions VII and VIII *

Federal Office Building
911 Walnut St., 15th Floor
Kansas City, Mo. 64106
Phone: 374-2481 (Area Code 816)

Regions IX and X **

450 Golden Gate Ave.
Box 36017
San Francisco, Calif. 94102
Phone: 556-4678 (Area Code 415)

* Regions VII and VIII are serviced by Kansas City
** Regions IX and X are serviced by San Francisco