

Longshoremen & Warehousemen (ILWU) -
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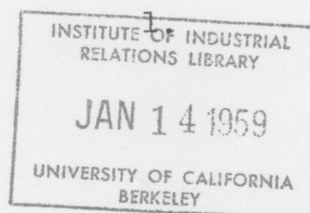
International Longshoremen's & Warehousemen's Union
July 3, 1958 and Pacific Maritime Assn.

MEMORANDUM FOR SETTLEMENT OF ILWU CONTRACT RENEWALS

1. Work Shift

Effective as provided in paragraph 11 hereof, the maximum work shift of 9 hours as provided in Section 2 (d) of the Coast longshore agreement shall be reduced to a maximum work shift of 8 hours in accordance with the PMA proposal attached hereto entitled "Longshore Work Shifts", dated June 30, 1958. A similar reduction in the maximum work shift under the Master Clerks' agreement (Section 6) shall be made as proposed in paragraphs one and two of PMA Draft #1, 6/20/58, entitled "Proposal to Clerks for 8-Hour Shift". Similar reductions shall be provided in the Carloaders and Dockworkers agreements, and in local agreements where a nine hour maximum is now provided.

These changes in shift shall be predicated on the understandings set forth in ILWU draft dated June 26, 1958, entitled "Union Proposal for Practical Application of the 8-Hour Work Shift", with the further understanding that item number 5 of said proposal is intended to mean that the reduction of the work shift will not result in the registration of additional men, but shall not be construed to mean that the provisions of the Master Agreement relating to providing for an adequate registered work force are abrogated or amended.



In connection with the final clause on page 2 of this ILWU draft of June 26, 1958, the proposed limitation of a specified number of months should be deleted.

The reduction of hours and the proposed shift schedules shall be made effective as provided in paragraph numbered 11 hereof. Thereafter, for a period of 90 days, there shall be a "trial period" during which the operation shall be measured against the "Union Proposal for Practical Application of the 8-Hour Shift" referred to above. At the end of such 90 days trial period, the parties shall endeavor to reach a mutual agreement as to "Findings of Fact" based upon the experience of said trial period, including the effect of any unilateral rules or action in violation of the Master Agreement and this settlement agreement. If no such mutual agreement as to "Findings of Fact" is reached within 15 days after the conclusion of the 90 day trial period, the area of disagreement shall be presented to the Coast Arbitrator, who shall hear the parties and make his "Findings of Fact" on the results of the trial period with relation to the "Union Proposal for Practical Application of the 8-Hour Shift" and the operation of the Master Contracts. These "Findings of Fact" shall not result in any changes or amendment in the Master Contract, unless by mutual agreement, but shall be available to either party in connection with future contract review periods or contract renewals or extensions.

2. Replacement of Gangs

Section 16 (e) of the Master Agreement shall be amended to provide that when a gang is discharged for cause, a replacement gang shall be dispatched promptly, and that the hatch involved shall not be required to stand idle, either by refusal to dispatch replacements, or refusal to shift other gangs to such hatch if replacements are not available, or by redispach of the discharged gang.

3. Clerks Classification

The memorandum entitled PMA Draft #6 entitled "Clerks" dated June 24, 1958, is approved.

4. Coastwide Registration and Transfers

The agreements shall be amended to provide for Coastwise Registration and Transfer in accordance with the principles set forth in ILWU Draft #2 dated May 27, 1958, relating to "Coastwise Registration - Visiting Privileges, Transfers and Leaves of Absence" as modified and expanded by ILWU Draft #2 dated June 13, 1958, relating to "Transfer of Registered Longshoremen to Registered Clerks and Vice Versa".

5. Informal Discussions

Informal discussions on mechanization shall be resumed. Provision shall be made by contract for such discussions, and any contract changes as a result thereof shall be made by mutual agreement only.

6. Consolidation of Agreements

Further consideration shall be given to consolidation of existing Dock and Carloading agreements into the Master Contract. If mutual agreement can be reached, such consolidation shall be accomplished; if not, the separate agreements shall be continued as amended in this negotiation.

7. Sub Average Ports

No travel shall be permitted from ports in the State of Washington, north of the Columbia River, except by registered longshoremen, and then only when at least eight registered men are available in the gang to be traveled.

Vacation qualifying time for sub average ports shall be reduced to 700 hours for one week of vacation and 1200 hours for two weeks of vacation.

The following formula shall apply for determining whether a port is "sub average":

"If 75% of the registered men in any port were not paid for 1,344 hours in a payroll year, then vacations will be calculated on the basis of 1 week for 700 hours, 2 weeks for 1,200 hours and an additional week for men who qualify as "10 year men".

"The above applies to all ports excepting Seattle, Portland, San Francisco and San Pedro. The present vacation contract language applies to these

excepted ports as amended by the new language
in Point 8."

8. Vacations

The present qualifying hours shall remain the same, except as provided in item 7 hereof. The service requirement for the third week of vacation shall be reduced from 12 years to 10 years. An additional week of vacation shall be provided for men with 25 years or more of qualified service. The above changes in the vacation program will take effect for the payroll year of 1958 for vacations payable in 1959. Vacation checks will be available for distribution on the first week of May, but no change shall be made in the present methods of scheduling vacations.

9. Wages

Effective 8 a.m. June 16, 1958, basic straight time hourly wages shall be increased 10¢ per hour for men on a 6 hour straight time basis and 11¢ per hour for men on an 8 hour straight time basis.

10. Term of Agreement

A one year contract expiring June 15, 1959. Expiration date to be subject to Union proposal for uniform date, if desired.

11. Changes in Contract Language, Port Working Rules, Dispatching Rules and Hiring Rules

Necessary changes shall be made to bring about the changes

Contemplated by this settlement memorandum, but no other changes are to be made, except by mutual agreement. (Exception -- Tacoma and Anacortes port rules are open for negotiations at the area level, but without deviation from basic settlement.) Such necessary changes may be referred back to the Ports for detailed determination, but no deviation from this memorandum shall be permitted without mutual agreement of the Coast Negotiating Committees. Such necessary changes shall be worked out promptly. It is contemplated that a period of at least 30 days will be required for this purpose and for the Union to take a referendum and for the parties to make necessary preparations for the shift changes. Following this preliminary period, and not later than August 15, 1958, the work shift changes shall be made effective.

12. Agreements other than Coastwide Contracts

All local agreements with ILWU affiliates shall be modified in accordance with the changes herein provided, and shall be extended without other change, except by mutual agreement.

ILWU
by
H.R.B.

PMA
J.P. St.S.

LONGSHORE WORK SHIFTS

1. Day Shifts - Whether on a Two or a Three Shift Operation.

Normal day shift shall start at 8 A.M. with the meal hour to be one hour between 11 A.M. and 1 P.M. Normal quitting time 5 P.M.

If the men work through both meal hours they shall receive the penalty rate for the second meal hour. This penalty rate shall continue until there is an opportunity to eat or until the men are released. Men are not required to work over six hours without an opportunity to eat.

Initial starts on the day shift can occur at any time after 8 o'clock but no later than 1 P.M. for payroll purposes. If men are not sent to eat on late morning starts then penalty shall be paid during the second meal hour and thereafter until released or sent to eat.

Late start men or gangs and men or gangs working under extension conditions can work back to back with the next shift and shall not over-lap the next shift at the same berth for work purposes but may over-lap the next shift at a different berth for payroll purposes. Day gangs that are sent to eat must receive work or pay until at least 2 P.M. Current local working rules may extend this time.

Gear priority is retained as covered in the present contract and working rules.

2. Night Shift for a Normal Two Shift Operation.

Employers shall establish a normal starting time of 6 P.M. (or 7 P.M. if determined by mutual agreement by port) with the alternative in either case of a 5:30 P.M. or 6 P.M. start when working a third shift.

The following illustrations deal with a 6 P.M. normal starting time and can be adjusted accordingly to fit any other normal starting time.

Gangs or men that commence work at 6 P.M. shall have a meal hour at either 10 P.M. or 11 P.M. The normal quitting time for this shift is 3 A.M. This quitting time can also be the starting time for a third shift. When men are sent to eat at 10 P.M. or 11 P.M. and return to work, they shall receive work or pay until 3 A.M.

Men working this normal shift may be worked through both meal hours by paying penalty time for the second meal hour at which time they must be released.

Initial starts can be at any time later than 6 P.M. but no later than 10 P.M. for payroll purposes.

If work starts at 7 P.M. then the meal hour shall be at 11 P.M. or 12 midnight. If the men are sent to eat and return they must be worked or paid until 4 A.M. The men may be worked through the second meal hour until 1 A.M. with penalty paid for that meal hour but then they must be released.

If work starts at 8 P.M. the meal hour shall be at 11 P.M. or 12 midnight. If the men are sent to eat and return they must be worked or paid until 4 A.M. The men may be worked through

the meal hour until 1 A.M. or 2 A.M. with penalty after 12 midnight and then they must be released. The men working from an 8 P.M. start may be worked until 5 A.M.

If work commences at 9 P.M. the meal hour shall be at 12 midnight. If the men are sent to eat and return they must receive work or pay until 5 A.M. However, they may be worked until 6 A.M. With a 9 P.M. start they may be worked through the midnight meal hour until 1 A.M. or 2 A.M. by the payment of penalty after midnight, and then they must be released.

If work commences at 10 P.M. the meal hour shall be at midnight. If the men are sent to eat and return they must receive work or pay until 5 A.M. and they may be worked until 6 A.M. Further, they may be worked between 6 A.M. and 7 A.M. with the payment of penalty for this hour. With work commencing at 10 P.M. the men may be worked through until 2 A.M. with penalty to be paid after midnight and then they must be released.

Gangs working on late night starts who are sent to eat and return may be over-lapped with the third shift gangs but only for the purpose of completing the after midnight minimum guarantee.

Present gear priorities and exceptions thereto shall apply excepting that on a final night shift, gangs who receive five or six consecutive hours of work or pay between 6 P.M. and 1 A.M. may be released and gear priority suspended to permit remaining gangs to work in their gears.

3. Third Shift.

The third shift shall start at either 2:30 A.M. or 3 A.M. The men on this shift shall receive the equivalent of nine hours straight time pay for the five hours which are guaranteed to them on this shift.

On a final third shift gear priority is suspended at the end of the five hours. Gangs may then be released and the remaining gang or gangs may be worked in all hatches in order to finish. This extension of the five hour shift is limited to the sixth hour which shall be paid in full at an appropriate penalty rate.

On the third shift cargo penalties shall be paid at one and one-half times the straight time penalty for the actual hours such penalty cargoes are being worked.

4. Miscellaneous.

1. For the purposes of completing the extensions for shifting or sailing on a final day shift present port supper meal hours will remain as established.

2. The employer has complete flexibility in the utilization of the multiple shift schedules and employees will report at the shift starting times designated by the employer in accord with the contract.

3. There are certain ports where exceptions to normal shift starting times are now in effect. These special conditions will continue with only

the necessary adjustments to bring them in line with the 8 hour day. Example: Crockett.

4. Local working rules shall be amended to comply with this proposal, and such adjustments will be made here in San Francisco as a part of the completion of these current negotiations.

5. Local dispatching and hiring rules may have to be adjusted to fit into the 8 hour shift pattern and such will be done on same basis as item 4 above.

(PMA Draft #1)
6-20-58

PROPOSAL TO CLERKS FOR 8-HOUR SHIFT

PMA agrees to reduction from the present 9-hour shift to an 8-hour shift, in the Master Clerks Agreement, providing the Employers shall not be required to pay for any "dead time", except as now resulting from the existing 4-hour "minimum call." Specific exceptions pertaining to leeway beyond the 8 hours for Receiving, Delivery Clerks and Supervision as provided in the Master Agreement and Port Supplements are recognized and retained.

The shifts for Clerks shall be basically the same as agreed to for the Longshoremen, except as variations of starting time are now contained in the agreement, and the Master Clerks Agreement shall be revised to this extent, and any local Working Rules presently in conflict shall be revised to conform.

Coast Negotiating Committee
June 26, 1958
San Francisco, California

Draft

UNION PROPOSAL FOR PRACTICAL APPLICATION
OF THE 8-HOUR WORK SHIFT

The union's demand for reduction of the present 9-hour maximum shift to 8 hours; the remainder of the present contract staying primarily as is, was predicated on the following:

1. That there shall be no extension of the present ship turnaround times.
2. No additional pay or expense to employers for "dead time" directly attributable to the 8-hour shift.
3. No additional operating expense specifically due to increased supervision.
4. The employers shall be guaranteed at least the present spread of working hours in the 24-hour period except for change of shift schedules, starting times, meal hours, and leeway application for finishing job or ship.
5. No additions to the present coastwise registered work force.

The union, in proposing reduction from 9 hours to 8 hours, has also proposed an alternative of three shifts with starting times, finishing times, and meal hours arranged to fit such changes in maximum shifts.

The union in good faith believes that a fair and practical application of both two-shift and three-shift schedules, will neither extend ship turnaround time, nor reduce the number of operating hours in the 24-hour period, despite the reduction from 9 to 8 hours.

The union agrees to try to meet the fears and claims of the employers - without argument as to justification of such claims or fears - by accepting now the responsibility that the changes in length of work shift will not negate, invalidate or violate the conditions #1 through #5 above.

The ILWU Coast Negotiating Committee, acting on behalf of Clerks and Longshoremen and indirectly responsible for such supervisorial employees as Walking Bosses, is willing at this time to assume in good faith full responsibility to insure that the principles and the specific conditions of this document are carried out; and further, that such complaints as may arise to the contrary be immediately resolved through the grievance machinery and shall take precedence for a period of ____ months over all other disputes which might arise and properly come before the local or Coast Labor Relations Committees.

June 24, 1958

CLERKS

The following basic principles and clarifications are understood and agreed to by the parties:

1. The Employers have the sole right to determine whether or not work covered by the Clerks' Agreement, Port Supplements and Working Rules should be performed. The mere fact that the Clerks' Agreement, Port Supplement and Working Rules contain wage classifications, job titles or definitions shall not be construed to require the employment of men in such categories.
2. However, when any such work is to be done, employees covered by the Clerks' Agreement, Port Supplements and Working Rules, shall be used.
3. Employers will not exercise their option as to whether or not work is to be performed as provided in (1) above as a subterfuge to have workers other than employees referred to in (2) above perform such work. ILWU will not use the understanding that such work to be done as described in (2) above as a subterfuge to require the employer to place unnecessary men on the job.
4. Definitions of jobs within the four basic classifications are not to be construed to set up specialization or to restrict utilization of men, or to curtail

flexibility under this memorandum or the master Clerks Agreement.

5. The following language shall be added to Section 2 of the Master Agreement:

"The job classifications covered by this agreement are defined as follows:

"CLERK. An employee responsible for performing any or all of the following clerical functions related to receiving, delivering, checking, tallying, sorting and spotting cargo, including the recording of necessary notations and the keeping of such records as may be required by the individual employer.

"SPECIFIC FUNCTIONS. It is understood that the following specific functions are included within the foregoing basic definition of Clerk.

"The detailed language describing 'specific functions' which follows is not intended to be a complete listing of the clerical functions referred to in the basic definition contained in the preceding paragraph, nor is such language to be construed as meaning that all or any of such specific functions shall be performed unless required by the employer; nor shall references to tallying or checking cargo be construed to require that cargo in shipper's package or unit loads, vans, cargo boxes, on pallets, or in other containers be broken down or

unloaded for tallying or checking unless required by the individual employer; nor shall references to pallets, containers or other cargo equipment be construed to require that clerks need be employed in connection with the handling or moving of cargo on or in such equipment unless required by the individual employer.

"When required by the employer, clerks work shall include:

"Receiving and spotting * cargo on the dock from land or water carriers; checking marks on cargo; measuring cargo and marking ship and discharge points on cargo. Delivering cargo carriers; checking marks on delivery order against cargo. Performing clerk's work under the terms of this Agreement in connection with the handling or moving of palletized or boarded cargo or cargo in containers, or other cargo equipment.

"Also, tallying cargo on the dock, or if required by the individual employer, tallying special cargo aboard vessels, segregating by ports of discharge and cargo type; spotting cargo; marking cargo by vessel, port, reference number and number of packages.

"Also, checking, segregating, spotting and tallying cargo from water carrier to dock or carrier on discharge; spotting, checking and tallying cargo to water carrier from carrier or dock on loadout.

"Clerks will perform any and all work falling under this contract classification and will shift assignments as required by the employer, who shall not put excessive or unreasonable amounts of work on any employee, and if the Union feels that the employee is being imposed upon unreasonably, the matter shall be taken up under the grievance procedure. A clerk may be upgraded during and for the balance of a shift.

"Clerks duties shall be performed under the supervision assigned by the employer in accordance with this agreement.

"The practice of direction of supervisors by management is recognized and shall not be disturbed. The direction of the flow of cargo to or from a ship by supercargoes or supervisors is recognized.

"SUPERVISOR. An employee who is assigned to the direction or supervision of the work of other clerks, but who may be assigned to other work covered by this agreement, as incidental to his other duties.

"CHIEF SUPERVISOR. An employee who is assigned to direct work of supervisors; provided, however, that the individual employer shall have the right to determine whether or not a Chief Supervisor need be employed if one or more supervisors are employed.

"SUPERCARGO. An employee who supervises the loading and/or discharging operations of a vessel, and who, as a direct representative of the employer, in con-

junction with other representatives of the employer, is responsible for the safe, efficient and proper handling of cargo. He shall have the authority to hire, supervise, place and/or discharge men, and shall perform such duties in accordance with the orders and requirements of his employer. A supercargo shall not do the work of clerks or supervisors, except as incidental to his other duties. The phrase 'as incidental to his other duties' is defined to mean: That the supercargo is permitted to perform minor or subordinate duties of a supervisor or clerk in the connection with the handling of cargo."

- * Section 2 of the Master Agreement shall be amended to include the following:

"Spotting cargo on the dock shall be deemed to include the marking of dock floors."

Coast Negotiating Committee
May 27, 1958
San Francisco, California

Draft #2

Addition to Union's Proposal on Coastwise Registration - Visiting Privileges, Transfers and Leaves of Absence.

Visiting Privileges

1. No visiting privileges need be accorded limited registered men.
2. Visiting privileges shall be freely accorded fully registered men, subject to the manpower needs of their home port and the port to be visited.
3. Permission to visit shall be granted by the home local unless proscribed by the local joint labor relations committee.
4. Length of visits shall be in accordance with the visited port's rules.
5. A visitor may be dispatched pending the first meeting of the labor relations committee following his arrival.

Leaves of Absence

1. All leaves of absence for registered men shall be a matter of joint concern excepting for a joint employee or an employee of the union.
2. Specific terms of leaves of absence shall be in accordance with port rules.

Transfers

1. No transfer shall be accorded a limited registered man, excepting that this shall not prevent men with limited registration from applying for a position on another port's limited registration list.
2. All transfers are a matter of joint concern in the home port labor relations committee and subject to acceptance or rejection (giving reasons therefor) by the joint labor relations committee of the second port.
3. No transfer shall be granted within the first year of full registration.
4. Transfers need not be accorded between longshore and clerks lists and vice versa within the first five years of full registration.

TRANSFER OF REGISTERED LONGSHOREMEN TO REGISTERED CLERKS AND VICE VERSA

1. Among the purposes of setting up a combined coastwise pool of registered longshoremen and clerks are:
 - a. To minimize the dangers of Taft-Hartley suits.
 - b. To facilitate the coastwise adjustment of manpower, especially as displacement occurs because of advancing technology.
 - c. To make possible the transfer, without some of the present difficulties, of longshoremen who desire to become clerks and of clerks who desire to become longshoremen.
2. Existing procedures making transfers a matter of mutual concern to the two joint labor relations committees involved shall not be changed except as herein provided. A proposed transfer must be approved by both the joint longshore and the joint clerks labor relations committees
3. Each joint labor relations committee shall determine, as at present, what shall be the requirements and qualifications of applicants for employment within their jurisdiction. In determining whether an applicant for transfer is or is not qualified, the committee shall give consideration to the special qualifications of men who have worked in the longshore industry. It is recognized that a longshoreman, by reason of his knowledge and experience in the industry, is better qualified to be a clerk than an outsider; and that a clerk, for the same reason, is better qualified than an outsider to be a longshoreman.
4. No transfer shall take place to the clerks in any port unless it is determined by the joint clerks labor relations committee in that port that men are needed in addition to the existing combined pool of men on the "A" and "B" lists. The same applies in the case of transfer to longshore. This is not to be construed as preventing continuation of the present practice of exchange of registered men between ports, whether it be an exchange of a clerk for a longshoreman or of a clerk for a clerk. However, when an exchange takes place, the applicant longest on the list shall, if qualified, be the one accepted. Transfers between clerks shall be permitted.
5. The clerks' "B" list in each port shall be frozen at the level presently authorized by the joint clerks labor relations committee.
6. Clerks on the clerks "B" list may be advanced to the status of fully registered clerks even if qualified longshoremen are awaiting transfer. The same applies in the case of longshore lists.
7. When the clerks joint labor relations committee determines that additional personnel is needed, fully registered longshoremen seeking transfer, and found to be qualified, shall be transferred directly to the "A" list, except that transfers need not be accorded within the first five years of full registration. The same applies in the case of clerks seeking transfer to longshore.
8. A man accepted for transfer shall carry with him all his pension, welfare and vacation rights. His place on the "A" list shall be determined by the number of years he has been in the industry.
9. There shall be no transfers of "B" men.