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Longshoremen & warehouse-
men (ILWU) - Shipping
indust.

PACIFIC COAST LONGSHORE AGREEMENT

1948-1951

[Waterfront employers assn
of Pacific Coast]

WITH WORKING AND
DISPATCHING RULES
for the
PORTS OF PUGET SOUND
and
SEATTLE DOCK AGREEMENT

INSTITUTE OF
INDUSTRIAL RELATIONS

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LONGSHORE
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*PREFATORY NOTE
TO PACIFIC COAST
LONGSHORE
AGREEMENT*

The Agreement which follows was initialed by the parties on December 17, 1948, but the final form of Agreement has not been signed and will not be signed until matters which are still the subject of negotiation, such as steam-schooners, etc., have been agreed upon.

6 Dec 1948 - 15 June 1951

AGREEMENT

THIS AGREEMENT, dated December 6, 1948, by and between the Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, Waterfront Employers of Washington, hereinafter designated as the Employers, on behalf of their respective members, and the International Longshoremen's and Warehousemen's Union, hereinafter designated as the Union.

WITNESSETH:

This Agreement shall become effective on December 6, 1948, and shall remain in effect, unless terminated in accordance with other provisions in the Agreement, or unless the termination date is extended by mutual agreement, until and including June 15, 1951, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

SECTION 1. DEFINITION OF LONGSHORE WORK

(a) The provisions of this Agreement shall apply to all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock, and the direct transfer of cargo from vessel to railroad car or barge, or

vice versa, when such work is performed by Employees of the companies parties to this Agreement.

(b) It is agreed and understood that if the Employers, parties to this Agreement, shall sub-contract longshore work as defined in paragraph (a) above, provisions shall be made for the observance of this Agreement.

(c) The following occupations shall be included under the scope of this Agreement: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack turners, side runners, front men, jitney drivers, lift jitney drivers and any other person in other categories doing longshore work as defined in paragraph (a) above. Existing practices arrived at by mutual consent under which other workers not affiliated with the ILWU perform any of this work shall not be changed.

(d) The terms and conditions of this Agreement shall apply to cleaning cargo holds, loading ship stores, handling lines, marking lumber, hauling ship, lashing, etc., when such work is performed by longshore employees of the companies parties to this Agreement. Existing practices under which other workers perform any of the work described in this paragraph shall not be changed.

SECTION 2. HOURS

(a) Straight and Overtime Hours

Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8:00 a.m. and 5:00 p.m. shall

be designated as straight time, but there shall be no relief of gangs before 5:00 p.m. All work in excess of six hours between the hours of 8:00 a.m. and 5:00 p.m. and all work during meal time and between 5:00 p.m. and 8:00 a.m. on week days and from 5:00 p.m. on Friday to 8:00 a.m. on Monday, and all work on legal holidays, shall be designated as over-time.

(b) Meal Time

Meal time shall be any one hour between 11:00 a.m. and 1:00 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate as the case may be, for all time worked in excess of five hours without a meal hour.

(c) Four-Hour Minimum

Men who are ordered to a job and who report to work shall receive a minimum of four hours' work or four (4) hours' straight or overtime pay as the case may be. Men who are discharged for cause or who quit shall only be paid for their actual working time.

When men are ordered to report to work, or are ordered back to work from a previous day, their pay shall commence when they report for work (but not earlier than the time at which they were ordered to report) and shall continue, except for meal periods, until they are dismissed. In case there is no work or the work does not last four hours they shall receive four hours' pay.

When men resume or continue work between the hours of 1:00 a.m. and 5:00 a.m. they shall receive not less than four hours' pay at the overtime rate.

In applying paragraphs one and two of this subsection the Employer shall have the right to order back only such men and gangs as are necessary to finish the ship and to shift such men and gangs for this purpose.

(d) Nine-Hour Maximum Work Shift

The maximum work shift shall be nine (9) hours in any twenty-four (24) hour period commencing at 8:00 a.m. The day shift shall start at 8:00 a.m., except that the initial start may be made later than 8:00 a.m. The night shift shall start at 7:00 p.m.; provided that the Port Labor Relations Committee in any port may by mutual agreement alter the night shift starting time for such port to 6:00 or 8:00 p.m.; provided further that the initial start may be made later than the regular starting time but not later than twelve midnight.

The following are the extensions or exceptions to the nine (9) hour shift:

(1) Travel time, whether paid or unpaid, shall not be included in computing the nine (9) hour shift.

(2) A two (2) hour leeway shall be allowed, thus extending the nine (9) hour shift to an eleven (11) hour shift, when a vessel is required to finish, in order to shift from berth to berth.

(3) In order to finish a shift when sailing, additional hours may be worked, provided that all time

worked in excess of eleven (11) hours shall be paid for at time and one-half of the then prevailing rate.

(4) The maximum nine (9) hour shift shall be extended to work a vessel in case of real emergency, such as fire, or a leaking vessel in danger of sinking.

(5) When no replacements are available to the Employer.

(6) To meet extraordinary or emergency situations, Port Labor Relations Committees may, by mutual agreement of the parties, make limited exceptions to this rule.

(e) 1000 Hour Clause

Anything in this Agreement to the contrary notwithstanding, it is agreed that no man shall be employed or shall work more than one thousand (1000) hours for any single employer during any period of twenty-six (26) consecutive weeks commencing at 8:00 a.m. on Monday, December 6, 1948. When a man has worked nine hundred fifty (950) hours in any such period of twenty-six (26) consecutive weeks for any one employer, such employer shall notify the dispatcher and such man shall not be further dispatched in such period to such employer for additional work which will exceed said one thousand (1000) hour limitation. When a man has worked the maximum number of hours permitted by this sub-section for any employer, he shall be dismissed and when a man has worked twelve (12) hours in any work day or fifty-six (56) hours in any work week for any such employer, he may be dismissed. On such dismissal, payment shall be made only for the hours actually worked up

to the time of such dismissal and the man so dismissed shall not thereafter be dispatched to such employer during such workday, workweek or twenty-six (26) consecutive weeks period, as the case may be. Time and one-half the regular rate as prescribed by Section 7(b) of the Fair Labor Standards Act of 1938 shall be paid for the time worked for any such employer in excess of twelve (12) hours in any workday or in excess of fifty-six (56) hours in any workweek. Any time worked, whether as a longshoreman or as a carloader, dock worker, or other category of employee, for an employer party to this Agreement shall be considered time worked for the purposes of this paragraph. Paid travel time likewise shall be considered time worked for the purpose of this paragraph.

In applying this provision, it is agreed that the overall work opportunity of longshoremen of a port shall not be reduced and present methods of equalization of work opportunity and earnings interfered with.

The union agrees to forthwith secure the certification required by Section 7 (b) (1) of the Fair Labor Standards Act of 1938.

The Employers shall have the right at their discretion to terminate the provisions of the foregoing paragraphs upon 5 days' notice to the Union. If, by legislation or court decision, the obligations and rights of the parties to this Agreement with respect to overtime under the Fair Labor Standards Act should be altered then the provisions of the foregoing paragraphs shall be subject to renegotiation.

SECTION 3. SCHEDULED DAY OFF

Each registered longshoreman shall be entitled to one full day (24 hours) off each payroll week. This day off shall be scheduled and fixed in advance and shall be regulated as follows:

(1) Insofar as possible, the work and the registration list in each port shall be so arranged and rotated that groups of registered longshoremen shall have consecutive Sundays off for a period of two consecutive months and a week day off each week for a period of each third month.

(2) Local Labor Relations Committees shall arrange and direct the scheduling of days off in each port in accordance with the above to the extent possible considering needs of the port and men available.

(3) Days off shall become effective as soon as scheduled by the Labor Relations Committee and the men so notified. The days off so scheduled shall remain in effect until changed by the Labor Relations Committee.

SECTION 4. HOLIDAYS

(a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, Statewide Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

(b) Election Day. On election day the work shall be so arranged as to enable the men to vote.

SECTION 5. WAGES

(a) Wage Rates

(1) The basic rate of pay for longshore work shall not be less than one dollar and eighty-two cents (\$1.82) per hour for straight time, nor less than two dollars and seventy-three cents (\$2.73) per hour for overtime.

(2) Straight and overtime rates shall be paid according to the following schedule:

I. Basic Straight-Time Rate

1st six hours worked between the hours of 8 a.m. and 5 p.m., Monday through Friday.

II. Overtime Rate

1. All work in excess of six hours between 8 a.m. and 5 p.m.

2. All work between 5 p.m. and 8 a.m. on week days, and all work on Sundays, Saturdays and legal holidays except such work as is covered by meal hour provisions set forth in III.

3. Payable when working through the noon meal hour (except on Saturdays, Sundays and legal holidays).

4. All work in excess of five consecutive straight-time hours without an opportunity to eat.

III. Time and One-Half the Overtime Rate

1. Payable when working through other than noon meal hour.

2. Payable when working through noon meal hour on Saturdays, Sundays and legal holidays.

3. All work in excess of five consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.

4. All work in excess of five hours when also a meal hour.

5. All work in excess of eleven hours in any one shift when finishing the ship for sailing. This shall apply although the 12th hour may be worked after 8 a.m.

(b) Skill Differentials

In addition to the basic wages for longshore work as specified in Section 5(a), additional wages to be called skill differentials shall be paid for the types of work specified below. Except as provided by Sections 9 and 16, the skill differentials specified shall be the only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

During overtime hours, the differential for these types of work shall be one and one-half times the straight-time differential.

SKILLED GANG MEMBERS STRAIGHT TIME RATES BY PORTS

	B	C	D	E
	10c	15c	20c	35c
State of Washington (except Columbia River ports).				
Burton man.....	\$1.92	.....	.....	.....
Donkey driver.....	1.92	.....	.....	.....
Winch driver.....	1.92	.....	.....	.....
Hatch tender.....	1.92	.....	.....	.....
Sack turner.....	1.92	.....	.....	.....

Side runner.....	1.92	.....	.....	.....
Boom man.....	1.92	.....	.....	.....
Blade trucker \$1.92 on the dock; \$2.02 (aboard ship).				
Stowing mach. driver	1.92	.....	.....	.....
COMBINATION				
LIFT TRUCK-				
JITNEY DRIVER				
Lift truck driver.....	1.92	.....	.....	.....
Portland, Oregon, & Columbia River District Ports (1) —Southwestern Oregon Ports.				
Gang boss.....	.....	\$1.97	\$2.02	.....
			(Coos Bay)	
Burton man.....	1.92	.....	.....	.....
Winch driver.....	1.92	.....	.....	.....
Hatch tender.....	1.92	.....	.....	.....
Sack turner.....	1.92	.....	.....	.....
Side runner.....	1.92	.....	.....	.....
Boom man.....	1.92	.....	.....	.....
Stowing mach. driver (includes donkey driver, bull winch driver)	1.92	.....	.....	.....
COMBINATION				
LIFT TRUCK-				
JITNEY DRIVER				
Lift truck driver.....	1.92	.....	.....	.....
Crane chaser.....	1.92	.....	.....	.....

(1) When an extra man is employed at the S.P. Siding Open Dock in Portland, Oregon, as a utility man (as defined in the Labor Relations Committee Minutes of March 13, 1945) he shall receive \$1.92 straight time.

San Francisco				
Gang boss.....	1.92	.....	.....	.....
Winch driver.....	1.92	.....	.....	.....
Hatch tender.....	1.92	.....	.....	.....
COMBINATION				
LIFT TRUCK-				
JITNEY DRIVER	1.92	.....	.....	.....
LIFT TRUCK				
DRIVER	1.92	.....	.....	.....
Southern California				
Burton man.....	1.92	.....	.....	.....
Winch driver.....	1.92	.....	.....	.....
Hatch tender.....	1.92	.....	.....	.....
Guy man.....	1.92	.....	.....	.....
COMBINATION				
LIFT TRUCK-				
JITNEY DRIVER	1.92	.....	.....	.....

LIFT TRUCK

DRIVER	1.92	.....	.....	.....
GANG BOSS.....	.....	.....	.....	\$2.17

(Port Hueneme)

(c) Skill Differential for Combination Lift Truck and Jitney Drivers

The Port Labor Relations Committees shall establish and maintain lists of Jitney Drivers and Combination Lift Truck-Jitney Drivers, and they shall be dispatched as ordered.

The rate of pay for Jitney-drivers shall be the basic longshore rate. When a Jitney-driver is dispatched to drive jitney, he may be assigned to other work to fill out the four hour minimum guarantee.

The rate of pay for a Combination Lift Truck-Jitney Driver, when dispatched in this capacity, shall be 10 cents over the basic longshore rate for straight time and 15 cents for overtime. Combination men dispatched to the job, may be required to work both as Jitney and Lift Truck Drivers. When a Combination man, dispatched as such, is required to drive Jitney, he shall be paid the differential named herein, and shall not be replaced during the job by a man working at less than the combination rate.

(d) Penalty Cargo Rates

(1) In addition to the basic wages for longshore work as specified in Section 5 (a), additional wages to be called penalties shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified below. (See table on page 139.)

(2) The parties recognize that the list of penalties requires thorough review because of the fact that

since the list was agreed to there have been many new cargoes. Changes in the penalty list may be made by mutual agreement between the parties.

(3) The penalty cargo rates shall apply to all members of the longshore gang, including dockmen except wherein otherwise specified. Where two penalty rates might apply, the higher penalty rate shall apply and in no case shall more than one penalty be paid.

(4) During overtime hours the penalty rate shall be one and one-half times the straight-time penalty rate.

(5) The straight time penalty rate for working explosives shall at all times equal the basic straight-time rate.

(6) Where skill differentials and penalties both apply, the allowance for both the skill and differential and the penalty shall be added to the basic rate, and skill differentials and/or penalties shall be augmented by the normal overtime allowance during overtime hours.

(7) The table inserted at the end of the Agreement sets forth the conditions under which the basic straight time rate, overtime rate, and time and one-half the overtime rate shall be paid under the terms of this Agreement, and the conditions under which penalties and/or skill differentials apply.

(e) Subsistence

Subsistence rates when payable shall be two dollars and twenty-five cents (\$2.25) per night for lodging and one dollar and twenty-five cents (\$1.25) per meal.

SECTION 6. VACATIONS

(a) Each member of the Waterfront Employers Association of the Pacific Coast agrees to pay a proportionate share of the vacation pay of each longshoreman working in any particular port, the amount of and the eligibility for such vacation to be fixed in accordance with paragraph (b) hereof, and the individual share of each member to be determined as follows:

(1) The individual employer will be liable for a share of the vacation pay payable to every longshoreman working in each port in which the member has employed any longshore labor.

(2) Each member's liability for each eligible longshoreman's vacation pay shall be the proportion of the individual's pay that is equal to the proportion that the total number of longshore hours of work performed for that member in that port bears to the total number of longshore hours of work performed by all employers in that port participating in this vacation plan. It is the purpose of this paragraph to provide for a several liability for each employer and to provide for a liability from every employer participating in the vacation plan in a port to every longshoreman in the port who is eligible for vacation pay under paragraph (b) hereof.

(b) In any payroll year: (1) Longshoremen who are registered and qualified on December 31, of the calendar year in which they earn their vacation shall receive a vacation with pay the following year at the prevailing straight-time rates, as follows:

A. One week's vacation with pay, provided he

has worked at least 800 hours but less than 1344 hours in the previous payroll year;

B. Two week's vacation with pay, provided he shall have worked 1344 hours or more in the previous payroll year.

C. One week's vacation with pay shall be equal to 40 hours at the prevailing straight-time rate and two week's vacation with pay shall be equal to 80 hours at the prevailing straight-time rate.

(2) Longshoremen shall be credited with hours of work performed for employers subject to this Agreement as longshoremen, carloaders and unloaders or dock workers under collective bargaining contracts to which the said employers are parties, but no worker shall receive two vacations in the same year, one under this Agreement and another under a car-work or dockwork agreement.

(3) A longshoreman's vacation pay shall be calculated on the basic longshore rate prevailing at the time of his vacation, unless during the second half of the qualifying year he shall have worked at least half of his eight hundred (800) or thirteen hundred and forty-four (1344) qualifying hours at a skilled rate, in which event such skilled rate shall be used.

(4) Qualifying hours shall be limited to work performed for employers parties to this Agreement and to work in one port only in one year, provided, however, that hours worked by longshoremen in one port shall be transferred to and added to hours of work in any other port if such longshoreman shall have been transferred on the registration list in accordance with the rules and with the consent of the Labor Relations Committee of the latter port.

Hours worked in various ports in respective areas shall be totaled for vacation purposes and all paid time such as standby, minimum pay or travel time included in qualifying hours.

(5) Vacations will be scheduled to the maximum extent possible between the months of May and October inclusive by the Labor Relations Committee of the Port.

(6) Each registered longshoreman entitled to a vacation shall take a vacation.

(7) A registered longshoreman whose registration is cancelled after he shall have fulfilled all requirements for a vacation during the previous payroll year shall receive vacation pay at the time agreed to by the parties.

(8) In case a registered longshoreman dies after he has fulfilled all the requirements for a vacation with pay, his vacation pay will be paid to his widow or beneficiary.

(c) The Waterfront Employers Association of the Pacific Coast shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area.

(d) Any public port or port commission may become a party to this vacation agreement by notifying the Union and the Association, prior to the first day of the calendar year in which the vacation is to be taken. Similarly any or all of the armed services may become parties. In the event that one or more public ports or armed services becomes a party to the agreement, said port(s) or service(s) shall be placed in

the same status as an individual employer member of the Waterfront Employers Association for all the purposes of this Agreement.

(e) The provisions of this section shall become effective with respect to qualifying hours in the payroll year commencing December 27, 1948, and vacations payable in 1950.

(f) All the vacation provisions included in the agreement dated June 6, 1947, will apply when making vacation payments in 1949, based on 1948 and 1947 qualifying hours, with the following exceptions:

(1) All longshoremen who have worked 1344 hours or over in 1948 shall receive vacations in accordance with the aforesaid agreement.

(2) Each longshoreman who in 1948 has worked 1008 hours but less than 1344 hours and who has otherwise met all requirements of the June 6, 1947, agreement for a one week's or a two weeks' vacation shall receive as his respective case may be, a one week's vacation with pay in an amount equal to 30 hours at the prevailing straight-time rate, or two weeks' vacation with pay in an amount equal to 60 hours at the prevailing straight-time rate.

SECTION 7. HIRING HALL, REGISTRATION AND PREFERENCE

(a) Hiring Hall

(1) The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union and the respective Employers Associations.

The hiring and dispatching of all longshoremen shall be through one central hiring hall in each of the ports, with such branch halls as shall be mutually agreed upon in accord with provisions of Section 14(c). All expense of the dispatching halls shall be borne one-half by the International Longshoremen's and Warehousemen's Union and one-half by the Employers.

(2) Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's and Warehousemen's Union shall pay to the Union toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the Union.

(3) Non-Association employers shall be permitted to use the hiring hall only if they pay to the Association for the support of the hiring hall the equivalent of the dues and assessments paid by Association members. Such non-member employer shall have no preference in the allocation of men, but when there are not sufficient men available to handle all the needs of the port shall be allocated men on the same basis as men are allocated to Association members.

(b) Hiring Hall Personnel

(1) The personnel for each hiring hall, with the exception of Dispatchers, shall be determined and appointed by the Labor Relations Committee of the port. Dispatchers shall be selected by the Union through elections in which all candidates shall qualify according to standards prescribed and measured by the Labor Relations Committee of the port. If they

fail to agree on the appropriate standards or on whether a candidate is qualified under the standards, the dispute shall be decided in accord with provisions of Section 14 (a). The standards for Dispatchers shall be uniform among the several ports insofar as possible.

(2) All Dispatchers hereafter elected shall be permitted to hold office for the duration of this Agreement, excepting only in those ports where dispatching is done on a part-time basis by a person holding union office and acting in a dual capacity.

Neither the constitution nor any rule of the Union or any of its locals shall abridge the foregoing provision.

(3) All personnel of the Hiring Hall, including Dispatchers, shall be governed by rules and regulations agreed upon by the Port Labor Relations Committee, and shall be removable for cause by the Port Labor Relations Committee.

(4) The employer, when desired, shall be permitted to maintain a representative in the Hiring Hall at all times.

(c) Registration

(1) The Port Labor Relations Committee in any port shall have control over registration lists in that port, including the power to make additions to or subtractions from the registration lists as may be necessary.

(2) When it becomes necessary to drop men from the registration list, seniority on the list shall prevail.

(3) Longshoremen not on the registration list shall not be dispatched from the hiring hall or em-

ployed by any employer while there is any man on the registered list qualified, ready and willing to do the work.

(d) Preference

Preference of employment shall be given to members of the International Longshoremen's and Warehousemen's Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs. This section shall not deprive the Employers' members of the Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

**SECTION 8. ORGANIZATION OF GANGS
AND METHODS OF DISPATCHING**

The Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Standard gangs shall uniformly consist of ship gangs only, and the constitution of ship gangs shall follow presently established port practices. All gangs larger than a standard gang and all longshoremen who are not members of regular gangs shall be dispatched only as ordered by the employer. Subject to this provision and the limitation of hours fixed in this Agreement, the employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the provisions of this Agreement, gangs and men not assigned to gangs shall be so dispatched as to

equalize their work opportunities as nearly as practicable having regard to their qualifications for the work they are required to do. The employers shall be free to select their men within those eligible under the policies jointly determined and the men likewise shall be free to select their jobs.

SECTION 9. NO STRIKES, LOCKOUTS AND WORK STOPPAGES

(a) There shall be no strike, lockout or work stoppage for the life of the Agreement.

(b) How Work Shall be Carried On

In the event grievances or disputes arise on the job work shall be performed in accordance with the specific provisions of the Agreement, or if the matter is not covered by the Agreement, work shall be continued as directed by the employer.

(c) Exceptions for Health and Safety

No longshoreman shall be required to work when in good faith he believes that to do so is to immediately endanger health and safety.

(d) Picket Lines

Refusal to cross a legitimate and bonafide picket line as defined in this paragraph shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union, acting independently of the ILWU longshore local unions, about the premises of an employer with whom it is engaged in a bonafide dispute over wages, hours or working conditions of employees, a majority of whom it represents as the collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot

cargo picket lines, secondary boycott picket lines, and demonstration picket lines are not legitimate and bonafide picket lines within the meaning of this Agreement.

SECTION 10. NO DISCRIMINATION

There shall be no discrimination by the Employers or by anyone employed by the Employers against any registered longshoreman and/or any member of the Union because of union membership and activities, race, creed, color, national origin, or religious or political beliefs.

SECTION 11. SLING LOAD LIMITS

Loads for commodities covered herein handled by longshoremen shall be of such size as the employer shall direct within the maximum limits hereinafter specified, and no employer shall direct and no longshoreman shall be required to handle loads in excess of those hereinafter stated. The following standard maximum sling loads are hereby adopted:

Commodity	sling load
(1)—Canned Goods	
24—2½ talls, 6—12's tall and 48—1 talls (including salmon)	35 cases
When loads are built of 3 tiers of 12.....	36 cases
24—1 talls	60 cases
24—2's talls	50 cases
6—10's talls	40 cases
Miscellaneous cans & jars—Maximum 2100 lbs.	
(2)—Dried Fruits and Raisins (Gross Weight)	
22 to 31 lbs.	72 cases
32 to 39 lbs.	60 cases

40 to 50 lbs.	40 cases
24—2 lbs.	35 cases
48—16 oz.	40 cases
(3)—Fresh Fruits—Standard Boxes	
Oranges—Standard	27 boxes
Oranges—Maximum	28 boxes
Apples and Pears	40 boxes
(4)—Miscellaneous Products	
Case Oil—2—5 gal. cans (hand hauled to or from ship's tackle)	18 cases
Power hauled to or from ship's tackle	24 cases
Cocoanut	12 cases
Tea—Standard	12 cases
Tea—Small	16 cases
Copper slabs (large)	5 slabs
Copper slabs (small)	6 slabs
Copper (bars)	9 bars
COPPER (INGOTS), APPROXI-	
MATELY 43 LBS. PER INGOT	48 ingots
Cotton, under standard conditions	3 bales
Rubber (1 tier on sling), maximum.....	10 bales
Gunnies, large	2 bales
Gunnies, medium	3 bales
Gunnies, small	4 bales
Rags, large (above 700 lbs.)	2 bales
Rags, medium (500 to 700 lbs.).....	3 bales
Rags, small (below 500 lbs.)	4 bales
Sisal, large	3 bales
Hemp, ordinary	5 bales
Jute (400 lb. bales)	5 bales
Pulp, bales weighing 350 lbs. or more	6 bales

Pulp, bales weighing 349 lbs. or less	8 bales
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less	4 drums
(When Using Chine Hooks)	
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less on board (ca- pacity of board—1 tier), maximum of....	5 drums
Barrels, wood, heavy, containing wine, lard, etc., maximum of	4 bbls.
(When Using Chine Hooks)	
Barrels, wood, heavy, containing wine, lard, etc. (capacity of board—1 tier), on board maximum of	4 bbls.
Barrels, wood, containing dry milk, sugar, etc.	6 bbls.
(Present port practice or gear in handling drums of asphalt or barrels shall not be changed in order to increase the load.)	
Newsprint, rolls	2 rolls
Newsprint, rolls (when weight is 1800 lbs. or over)	1 roll
 (5)—Sacks	
Flour—140 lbs.	15 sacks
Flour— 98 lbs.	20 sacks
Flour— 49 lbs.	40 sacks
Flour— 49 lbs. (in balloon sling)	50 sacks
Cement	22 sacks
Wheat	15 sacks
Barley	15 sacks
Coffee—Power haul from and to ship's tackle	12 sacks

COFFEE — HAND PULLED FROM
AND TO SHIP'S TACKLE (BAGS
WEIGHING APPROXIMATELY

136 LBS.)	9 sacks
Coffee—Hand pulled from and to ship's tackle (bags weighing 137 and over)....	8 sacks
Other sacks—maximum	2100 lbs.
(6)—When flat trucks are pulled by hand between ship's tackle and place of rest on dock, load not to exceed	1400 lbs.
(7)—Number of loaded trailers (4 wheeler)—to be hailed by jitney as follows: Within the limits of the ordinary berthing space of the vessel....	2 trailers
.....	2 trailers
Long hauls to bulk head warehouses or to ad- joining docks or berths	3 trailers
Extra long haul to separate docks or across streets—4 trailers providing that four (4) trailers shall be used only where it is now the port practice.	
(8)—When cargo is transported to or from the point of stowage by power equipment, the following loads shall apply:	
48—1 talls	40
24—1 talls	60
24—2's talls	48
24—2½'s talls	40
6—10's talls	50
6—12's talls	50

The packages described in the foregoing schedule for maximum load limits are for the standard sizes by weight and measurement usually moving. If any

commodities named are found to be moving of a size as to weight and measurement different from that which heretofore moved, the maximum load limit will be moved accordingly for any such commodity, by mutual agreement, from time to time as required.

It is agreed that the Employers will not use the maximum loads herein set forth as a subterfuge to establish unreasonable speed-ups; nor will the ILWU resort to subterfuge to curtail production.

SECTION 12. LABOR SAVING DEVICES AND METHODS

There shall be no interference by the Union with the employer right to operate efficiently and to change methods of work, utilizing labor saving devices and directing the work through employer representatives while explicitly observing the provisions and conditions of the Agreement protecting the safety and welfare of the employees.

In order to avoid disputes, the Employer shall make every effort to discuss with the Union in advance the introduction of any major change in operations.

If at any time the Union shall notify the Employers that it contends that earnings of Registered Longshoremens and their employment have suffered materially from the introduction and use of labor saving devices and methods in addition to those already used and practiced in the past, then it is agreed that proposals relative to the conditions under which labor saving devices and practices shall be continued will be a proper and appropriate subject for negotiation and, if the parties cannot agree, for arbitration before the Coast Arbitrator, upon the establishment

that there is reasonable compliance with this Agreement and that the following conditions then exist:

(1) That the use of labor saving devices has been materially increased beyond the uses heretofore practiced.

(2) That such increased use has materially and adversely affected the earnings and employment of Registered Longshoremen on the Pacific Coast;

(3) That the Union and its members have not interfered with and are not interfering with the introduction of labor saving devices by employers;

(4) That efficiency in longshore work has been materially improved as a result of such use.

SECTION 13. SAFETY

(a) Recognizing that prevention of accidents is mutually beneficial, the responsibility of the parties in respect thereto shall be as follows:

(1) The Union and the Employers will abide by the rules set forth in the existing Pacific Coast Marine Safety Code which shall be applicable in all ports covered by the Agreement.

(2) The Employers will provide safe gear and safe working conditions and comply with all safety rules.

(3) The Employers will maintain, direct and administer an adequate accident prevention program.

(4) The Union will cooperate in this program and develop and maintain procedures which will influence its members to cooperate in every way that will help prevent industrial accidents and minimize injuries when accidents occur.

(5) The employees individually will comply with all safety rules, and cooperate with management in

the carrying out of the accident prevention program.

(b) To make effective the above statements and promote on-the-job accident prevention, employer-employee committees will be established in each port. These committees will consist of equal numbers of employer and employee representatives at the job level. Each category of employees such as deck men, hold men, dock men and lift and jitney drivers should be represented. Employers' representatives should be from the supervisory level. The purpose of the committees will be to obtain the interest of the men in accident prevention by making them realize that they have a part in the program, to direct their attention to the real causes of accidents and provide a means for making practical use of the intimate knowledge of working conditions and practices of the men on the job. It is further intended that this program will produce mutually practical and effective recommendations regarding corrections of accident producing circumstances and conditions.

SECTION 14. GRIEVANCE MACHINERY

(a) Procedure for Handling Grievances and Disputes

Grievances arising on the job shall be processed in the following manner:

(1) The gang steward and his immediate supervisor, where the grievance is confined to one gang, or any one steward who is a working member of an affected gang where the grievance involves more than one gang or a dock operation, shall take the grievance to the walking boss, or ship or dock foreman in immediate charge of the operation.

*Procedures
explicit*

(2) If the grievance is not settled as provided in the foregoing paragraph, it shall be referred for determination to an official designated by the Union and to a representative designated by the employer.

(3) If the grievance is not settled in steps (1) and (2) above, it shall be referred to the Port Labor Relations Committee.

(4) The Port Labor Relations Committee shall have the power and duty to investigate and adjudicate all disputes arising under this Agreement, including grievances referred to it under paragraph (3) above. In the event that the employer and Union members of any Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the appropriate Area Labor Relations Committee for decision. In the event that the employer and Union members of any Area Labor Relations Committee fail to agree on any question before it, such question shall be immediately referred at the request of either party to the Area Arbitrator for hearing and decision, and the decision of the Area Arbitrator shall be final and conclusive except as otherwise provided in the next paragraph.

(5) Any decision of a Port or Area Labor Relations Committee or of an Area Arbitrator claimed by either party to conflict with this Agreement shall immediately be referred at the request of such party to the Coast Labor Relations Committee, and, if the Coast Labor Relations Committee cannot agree, to the Coast Arbitrator, for review. The Coast Labor Relations Committee, and if it cannot agree, the

Coast Arbitrator shall have the power and duty to set aside any such decision found to conflict with this Agreement and to finally and conclusively determine the dispute; provided, however, that neither the Coast Labor Relations Committee nor the Coast Arbitrator shall have any power to review decisions relative to the methods of maintaining registration lists, or the operation of hiring halls, or the interpretation of port working and dispatching rules, or the interpretation or enforcement of contract provisions relative to continuance of work pending determination of disputes, or discharges, or pay (including travel pay and penalty rates), or the interpretation or enforcement of slingload limits. It shall be the duty of the moving party in any case brought before the Coast Arbitrator under the provisions of this paragraph to make a prima facie showing that the decision in question conflicts with this Agreement, and the Coast Arbitrator shall pass upon any objection to the sufficiency of such showing before ruling on the merits.

(6) All meetings of the Coast Labor Relations Committee and all arbitration proceedings before the Coast Arbitrator shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing.

(b) Business Agents

To aid in prompt settlement of grievances and to observe contract performance, it is agreed that union Business Agents as Union representatives shall have access to ships and wharves of the employers to facilitate the work of the business agent, and in order that

the employer may cooperate with the Business Agent in the settlement of disputes the Business Agent shall notify the representative designated by the employer before going on the job.

(c) Labor Relations Committees

(1) The parties shall immediately establish, and shall maintain during the life of this Agreement, a Port Labor Relations Committee for each port affected by this Agreement, an Area Labor Relations Committee for each of the four port areas (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington), and a Coast Labor Relations Committee at San Francisco, California, each of said labor relations committees to be comprised of three representatives designated by the Union and three representatives designated by the Employers. By mutual consent any labor relations committee may change the number of representatives of the respective parties.

(2) Subject to provision of Section 14(a) the duties of the Port Labor Relations Committee shall be:

A. To maintain and operate the hiring hall.

B. To have control of the registration lists of the port, as specified in Section 7(c).

C. To decide questions regarding rotation of gangs and extra men.

D. To investigate and adjudicate all grievances and disputes according to the procedure outlined in Section 14(a).

(d) Arbitrators and Awards

(1). The parties shall immediately select an arbitrator for each of the said four port areas and a Coast Arbitrator. If the parties fail to agree upon an Area Arbitrator or upon the Coast Arbitrator, he shall be appointed at the request of either party by the United States Secretary of Labor. The several arbitrators shall hold office during the life of this Agreement. If any arbitrator shall at any time be unable or refuse or fail to act or shall resign, the same procedure shall govern for the selection of his successor or substitute.

(2) Powers of arbitrators shall be limited strictly to the application and interpretation of the Agreement as written. Subject to the limitations contained in Section 14(a)(5) limiting the types of cases subject to review by the Coast Arbitrator, the arbitrators shall have jurisdiction to decide any and all disputes arising under the Agreement.

Arbitrators' decisions must be based upon the showing of facts and their application under the specific provisions of the written Agreement and be expressly confined to, and extend only to, the particular issue in dispute. The arbitrators shall have power to pass upon any and all objections to their jurisdiction. If an arbitrator holds that a particular dispute does not arise under the Agreement, then such dispute shall be subject to arbitration only by mutual consent.

(3) Upon completion of the codification of working rules and incorporation into the Agreement by the parties of all applicable arbitration awards not

superseded by the Agreement, the arbitrators shall not consider any award or ruling in passing upon disputes arising under the Agreement.

In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for further service under the Agreement.

All decisions of the Coast Arbitrator and of any Area Arbitrator (except as provided in Section (14) (a) (5)), shall be final and binding upon all parties. Decisions shall be in duplicate and shall be in writing signed by the Arbitrator and delivered to the respective parties.

(4) All expense of the several arbitrators, and their respective compensations or salaries, shall be borne equally by the parties. The several labor relations committees and arbitrators shall at all times be available for the performance of their respective functions and duties under the provisions of this Agreement.

(e) Discharges

(1) The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement.

(2) Such longshoreman shall not be dispatched to such employer until his case shall have been heard and disposed of before the Port Labor Relations Committee, and no other employer shall refuse employment to such longshoreman on the basis of such discharge.

(3) If any man feels that he has been unjustly

discharged or dealt with, his grievance shall be taken up as provided in Section 14; provided, however, that no grievance relating to discharge shall be processed beyond the Area Arbitrator.

(4) The hearing and investigation of grievances relating to discharges shall be given precedence over all other business before the Port and Area Labor Relations Committees and before the Area Arbitrator. In case of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time.

(f) Penalties for Work Stoppages, Pilferage, Drunkenness and Other Offenses.

All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. Any employer may file with the Union a complaint against any member of the Union and the Union shall act thereon and notify the Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint.

If within thirty (30) days thereafter the Employers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following independent procedure may be followed:

The Port Labor Relations Committee shall have the power and duty to impose penalties on longshore-

men who will be found guilty of stoppages of work, refusal to work cargo in accordance with the provisions of this Agreement, or shall leave the job before relief is provided, or who shall be found guilty of pilfering or broaching cargo, or be found guilty of drunkenness, or shall in any other manner violate the provisions of this Agreement or any award or decision of an Arbitrator.

The penalties for pilferage, drunkenness and smoking in prohibited areas shall be as follows:

For pilferage, first offense: Minimum penalty, six months' suspension. Maximum penalty, discretionary.

For pilferage, second offense: Mandatory cancellation from registration list.

For drunkenness and for smoking in prohibited areas: First offense, suspension for 15 days; second offense, suspension for 30 days; succeeding offenses, minimum penalty, 60 days' suspension, maximum penalty, discretionary.

Provided, however, that in the case of a first pilferage offense, if the accused longshoreman is sentenced to jail, then such jail sentence shall take the place of suspension under this Agreement.

(g) Other Means of Settling Grievances.

Nothing in this section shall prevent the parties from mutually agreeing upon other means of deciding matters upon which there has been disagreement.

SECTION 15. WAGE REVIEW

(a) Basic straight and overtime rates shall be subject to review on September 30, 1949, and September 30, 1950, at the request of either party. The party desiring wage review shall give notice of such desire not less than thirty days prior to the review date. If

no agreement is reached through negotiation in fifteen (15) days, the issue shall be referred to the Coast Arbitrator, the award to be rendered by the review date and become effective 12:01 a.m. of the review date.

(b) The subject of welfare and pension plans for longshoremen may be a matter of negotiations in any wage review, but is not subject to arbitration or strike under the wage review provision of the Agreement.

SECTION 16. MODIFICATION

The parties realize that from time to time after agreements similar in part to this Agreement have been executed, one party thereto will contend that the other party has at some time during the term of agreement orally agreed to amend, modify, change, alter or waive one or more provisions of the Agreement, or, that by the action or inaction of such other party, the Agreement has been amended, modified, changed or altered in some respect. With this realization in mind and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

SECTION 17. CERTIFICATION

This Agreement is made subject to obtaining the certification required by Section 7(b) (1) of the Fair Labor Standards Act and shall be without force or effect until and unless such certification is obtained.

ADDENDUM TO COAST LONGSHORE AGREEMENT

If registration, hiring, dispatching or preference provisions of this Agreement are suspended in any way as a result of legal action or injunction proceedings, then such provisions shall be opened for negotiations for substitute provisions complying with the law, and the substitute provision hereinafter set forth shall apply for the period of negotiations:

(a) Working preference to registered men.

(b) In making additions to the registered list preference shall be given to men with previous registration in the industry and who were not dropped from the list for cause.

(c) In reducing the number of men registered in keeping with the requirements of the industry men last registered shall be the first removed.

(d) Non-union men being dispatched through the hiring hall shall pay to the Union an equal share of the cost of maintenance of the hiring hall and the procurement, administration, and enforcement of the contract which sum shall not exceed that being then currently paid by members of the Union in the form of dues and general assessments. Such non-union men shall be liable for said amounts only prospectively from and after the date this provision becomes effective, and only while such provision is effective.

Negotiations shall be carried on for a period of 120 days or until agreement is reached whichever is sooner. If agreement is not reached by the end of the 120 day period the above substitute provisions shall continue in effect.

In the event that any outside authority acts to nullify in whole or in part the above substitute provisions if invoked or any substitute provisions which may have been agreed to in negotiations the parties agree to resist such action. If nevertheless the provisions are nullified in whole or in part there shall be further negotiations for a period of not less than 120 days in an effort to agree upon new substitute provisions which comply with the law. In the event no agreement is reached within the 120 day period or in the event any agreement which may be reached is nullified in whole or in part either party hereto may cancel this Agreement upon 5 days' written notice.

(e) In the event the above substitute provisions are invoked as herein provided the first two paragraphs of sub-section (f) of Section 14 of the Agreement may be renegotiated and the third paragraph thereof shall be amended by adding thereto the following:

"It is also understood that either party may cite before the Labor Relations Committee any union or non-union longshoreman whose conduct on the job or in the hiring hall causes disruption of normal harmony in the relationship of the parties hereto and by action of the joint committee longshoremen found guilty of such conduct may be suspended or dropped from the registration list. The standards of conduct imposed hereunder shall be the same for all longshoremen."

DOCK WORKERS' AGREEMENT FOR PORT OF SEATTLE

THIS AGREEMENT, dated by and between the Waterfront Employers of Washington, hereinafter designated as the Employers, on behalf of their respective members, and Local 19, International Longshoremen's and Warehousemen's Union, hereinafter designated as the Union, covering dock work performed in the port of Seattle by members of the Employers;

WITNESSETH:

SECTION 1. TERMS OF AGREEMENT

This Agreement shall become effective, except as hereinafter provided, on February 26, 1949, and shall remain in effect, unless terminated in accordance with other provisions in the Agreement, or unless the termination date is extended by mutual agreement, until and including June 15, 1951, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

SECTION 2. DEFINITION OF DOCK WORK

(a) Dock work is defined as cargo handling on dock, car or scow, not in conjunction with ship's sling; dock work includes the loading into cars of cargo which has been handled direct from ship's tackle at a dock to a first place of rest in the transit shed, or to first place of rest in a warehouse adjoin-

ing the dock or adjacent thereto; dock work also includes the unloading from the cars into a warehouse of cargo destined for subsequent movement to ship's tackle at a dock adjoining said warehouse or adjacent thereto; dock work also includes handling cargo onto, or on platforms, skids, or other devices, when the cargo is not removed therefrom during the time that it is moved from ship to car or scow, or from car or scow to ship.

(b) If the Employers shall sub-contract dock work, as defined in sub-section (a), provision shall be made for the observance of this Agreement.

(c) Existing practices arrived at by mutual consent under which men not affiliated with the Union perform dock work shall not be changed.

SECTION 3. HOURS

(a) Straight and Overtime Hours

Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8:00 A.M. and 5:00 P.M. shall be designated as straight time, but there shall be no relief of men before 5:00 P.M. All work in excess of six hours between the hours of 8:00 A.M. and 5:00 P.M. and all work during meal time and between 5:00 P.M. and 8:00 A.M. on week days and from 5:00 P.M. on Friday to 8:00 A.M. on Monday, and all work on legal holidays, shall be designated as overtime.

(b) Meal Time

Meal time shall be any one hour between 11:00 A.M. and 1:00 P.M. When men are required to

work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all time worked in excess of five hours without a meal hour.

(c) Four Hour Minimum

Men who are ordered to a job and who report to work shall receive a minimum of four hours work or four (4) hours straight or overtime pay as the case may be. Men who are discharged for cause or who quit shall only be paid for their actual working time.

When men are ordered to report to work, or are ordered back to work from a previous day, their pay shall commence when they report for work (but not earlier than the time at which they were ordered to report) and shall continue, except for meal periods, until they are dismissed. In case there is no work or the work does not last four hours they shall receive four hours' pay.

When men resume or continue work between the hours of 1:00 A.M. and 5:00 A.M. they shall receive not less than four hours' pay at the overtime rate.

(d) Nine Hour Maximum Work Shift

The maximum work shift shall be nine (9) hours in any twenty-four (24) hour period commencing at 8:00 A.M. The day shift shall start at 8:00 A.M. except that the initial start may be made later than 8:00 A.M. The night shift shall start at 7:00 P.M.; provided that the Port Labor Relations Committee may by mutual agreement alter the night shift start-

ing time to 6:00 or 8:00 P.M.; provided further that the initial start may be made later than the regular starting time but not later than twelve midnight.

The following are the extensions or exceptions to the nine (9) hour shift:

(1) Travel time, whether paid or unpaid, shall not be included in computing the nine (9) hour shift.

(2) When no replacements are available to the employer.

(3) A two hour leeway shall be allowed, thus extending the nine hour shift to an eleven hour shift, in order to complete handling of cargo necessary to allow a ship to shift or sail.

(4) To meet extraordinary or emergency situations, the Port Labor Relations Committees may, by mutual agreement of the parties, make limited exceptions to this rule.

(e) 1000 Hour Clause

Anything in this Agreement to the contrary notwithstanding, it is agreed that no man shall be employed or shall work more than one thousand (1000) hours for any single employer during any period of twenty-six (26) consecutive weeks commencing at 8:00 A.M. on Monday, December 6, 1948. When a man has worked nine hundred fifty (950) hours in any such period of twenty-six (26) consecutive weeks for any one employer, such employer shall notify the dispatcher and such man shall not be further dispatched in such period to such employer for additional work which will exceed said one thousand (1000) hour limitation. When a man has worked the maximum number of hours permitted by

this sub-section for any employer, he shall be dismissed and when a man has worked twelve (12) hours in any work day or fifty-six (56) hours in any workweek for any such employer, he may be dismissed. On such dismissal, payment shall be made only for the hours actually worked up to the time of such dismissal and the man so dismissed shall not thereafter be dispatched to such employer during such workday, workweek or twenty-six (26) consecutive weeks period, as the case may be. Time and one-half the regular rate as prescribed by Section 7(b) of the Fair Labor Standards Act of 1938 shall be paid for the time worked for any such employer in excess of twelve (12) hours in any workday or in excess of fifty-six (56) hours in any workweek. Any time worked, whether as a dock worker or longshoreman or other category of employee, for an employer party to this Agreement shall be considered time worked for the purposes of this sub-section. Paid travel time likewise shall be considered time worked for the purpose of this sub-section.

In applying this sub-section, it is agreed that the ~~over~~-all work opportunity of dock workers shall not be reduced and present methods of equalization of work opportunity and earnings interfered with.

The Union agrees to forthwith secure the certification required by Section 7(b) (1) of the Fair Labor Standards Act of 1938.

The Employers shall have the right at their discretion to terminate the provisions of this sub-section upon 5 days' notice to the Union. If, by legislation or court decision, the obligations and rights of the

parties to this Agreement with respect to overtime under the Fair Labor Standards Act should be altered, then the provisions of this sub-section shall be subject to renegotiation.

SECTION 4. SCHEDULED DAY OFF

Each registered dock worker shall be entitled to one full day (24 hours) off each payroll week. This day off shall be scheduled and fixed in advance and shall be regulated as follows:

(a) Insofar as possible, the work and the registration list shall be so arranged and rotated that groups of registered dock workers shall have consecutive Sundays off for a period of two consecutive months and a week day off each week for a period of each third month.

(b) The Port Labor Relations Committee shall arrange and direct the scheduling of days off in accordance with the above to the extent possible considering needs of the port and men available.

(c) Days off shall become effective as soon as scheduled by the Port Labor Relations Committee and the men so notified. The days off so scheduled shall remain in effect until changed by the Port Labor Relations Committee.

(d) There shall be no duplication of time off under the provisions of this Agreement and the Agreement dated December 6, 1948, between Waterfront Employers Association of the Pacific Coast (hereinafter called the Coast Association) and the International Longshoremen's and Warehousemen's Union (hereinafter called the International Union),

which said Agreement, and as hereafter amended, is called the Coast Agreement.

SECTION 5. HOLIDAYS

(a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, State-wide Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday

(b) Election Day. On election day the work shall be so arranged as to enable the men to vote.

SECTION 6. WAGES

(a) Basic Wage Rates

(1) The basic rate of pay for dock work shall not be less than One Dollar and Eighty-two cents (\$1.82) per hour for straight time, nor less than Two Dollars and Seventy-three cents (\$2.73) per hour for overtime.

(2) Straight and overtime rates shall be paid according to the following schedule:

I. Basic Straight-Time Rate

1st six hours worked between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

II. Overtime Rate

1. All work in excess of six hours between 8:00 A. M. and 5:00 P.M.

2. All work between 5:00 P.M. and 8:00 A.M. on

week days, and all work on Sundays, Saturdays and legal holidays except such work as is covered by meal hour provisions set forth in III.

3. Payable when working through the noon meal hour (except on Saturdays, Sundays and legal holidays).

4. All work in excess of five consecutive straight time hours without an opportunity to eat.

III. Time and One-Half the Overtime Rate

1. Payable when working through other than noon meal hour.

2. Payable when working through noon meal hour on Saturdays, Sundays and legal holidays.

3. All work in excess of five consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.

4. All work in excess of five hours when also a meal hour.

(b) Skill Differentials

In addition to the basic wages for dock work as specified in Section 6 (a), additional wages to be called skill differentials shall be paid for the types of work specified below. Except as provided by Sections 10 and 17 the skill differentials specified shall be the only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

During overtime hours, the differential for these types of work shall be one and one-half times the straight-time differential.

Hatch Tender	10c S.T.	15c O.T.
Boom Man	10c S.T.	15c O.T.

*Blade Trucker on Dock.....	10c S.T.	15c O.T.
Combination lift-jitney dvr.	10c S.T.	15c O.T.
Lift Driver	10c S.T.	15c O.T.

(*Within the meaning of blade trucker as established under the Coast Longshore Agreement.)

(c) Skill Differential for Combination Lift and Jitney Drivers

The Port Labor Relations Committee shall establish and maintain lists of Jitney Drivers and Combination Lift Truck-Jitney Drivers, and they shall be dispatched as ordered.

The rate of pay for Jitney Drivers shall be the basic dock-work rate. When a Jitney Driver is dispatched to drive Jitney, he may be assigned to other work to fill out the four hour minimum guarantee.

The rate of pay for a Combination Lift Truck-Jitney Driver, when dispatched in this capacity, shall be 10c over the basic dock-work rate for straight time and 15c for overtime.

Combination men dispatched to the job, may be required to work both as Jitney and Lift-Truck Drivers. When a Combination man, dispatched as such, is required to drive Jitney he shall be paid the differential named herein, and shall not be replaced during the job by a man working at less than the combination rate.

(d) Penalty Cargo Rates

(1) In addition to the basic wages for dock work as specified in Section 6(a), additional wages to be called penalties shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified below.

(a) When men pile by hand sacks weighing 120 lbs. or over, more than 5 sacks high from the skin of a dock, car or a bench, the rate of pay shall be 10c per hour S.T. and 15c per hour O.T., in addition to the basic rate of pay.

(b) When men handle bales of pulp weighing 300 lbs. or over to or from cars, except where handled in cars by lift truck, the rate of pay shall be 10c per hour S.T. and 15c per hour O.T. more than the basic rate of pay.

(c) If shoveling all commodities, the rate of pay shall be 20c per hour S.T. and 30c per hour O.T. more than the basic rate of pay, and this applies to the entire dock gang engaged in the operation.

(d) When handling the following commodities in lots of twenty-five (25) tons or more, or if the job lasts one hour or more, the penalty shall be ten cents (10c) per hour straight time and fifteen cents (15c) per hour overtime in addition to the basic rate.

Alfalfa meal

Untreated or offensive bones in sacks

Caustic soda in drums

Celite and decolite in sacks

Coal in sacks

Cement

Creosote, when not crated

Creosoted wood products unless boxed or crated

Following fertilizers in bags:

Tankage, animal, fish, fishmeal, guano, blood meal and bone meal.

Glass, broken, in sacks

Green hides

Herring, in boxes and barrels

Lime, in barrels and loose mesh sacks

Lumber products loaded out of water, including that part of cribs only which has been submerged.

Meat scraps, in sacks

Nitrates, crude, untreated, in sacks

Ore, in sacks

Phosphates, crude, untreated, in sacks

Plaster, in sacks without inner containers

Refrigerated Cargo:

Handling and stowing refrigerator space meats, fowl and other similar cargoes to be transported at temperatures of freezing or below.

Salt blocks in sacks

Scrap metal in bulk and bales, excluding rails, plates, drums, car wheels and axles

Soda ash in bags

When the following cargoes are leaking or sifting because of damage or faulty containers, a penalty of ten cents (10c) per hour straight time and fifteen cents (15c) per hour overtime in addition to the basic rate shall be paid:

Analine dyes

Fish oil, whale oil and oriental oil, in drums, barrels or cases

Lamp black

(e) Damaged Cargo: Cargo badly damaged by fire, collision, springing a leak or stranding, for that part of cargo only which is in a badly damaged or offensive condition:

Straight time, per hour.....	\$2.67
Overtime, per hour.....	4.005

Cargo damaged from causes other than those enumerated above, shall, if inspection warrants, pay the damaged cargo rate or such other rate as determined by the Port Labor Relations Committee for handling that part of the cargo only which is in a badly damaged or offensive condition.

(2) The parties recognize that the list of penalties requires thorough review because of the fact that since the list was agreed to there have been many new cargoes. Changes in the penalty list may be made by mutual agreement between the parties.

(3) The penalty cargo rates shall apply to all dock workers engaged in the penalty cargo operation. Where two penalty rates might apply, the higher penalty rate shall apply and in no case shall more than one penalty be paid.

(4) During overtime hours the penalty rate shall be one and one-half times the straight-time penalty rate.

(5) The straight time penalty rate for working Class A explosives as defined by Interstate Commerce Commission regulations (Topping's Manual), shall at all times equal the basic straight time rate.

(6) Where skill differentials and penalties both apply, the allowance for both the skill differential and the penalty shall be added to the basic rate and skill differentials and/or penalties shall be augmented by the normal overtime allowance during overtime hours.

(e) Subsistence

Subsistence rates when payable shall be Two Dollars and Twenty-five cents (\$2.25) per night for lodging and One Dollar and Twenty-five cents (\$1.25) per meal.

SECTION 7. VACATIONS

(a) Each member of the Employers employing dock work labor in the port of Seattle agrees to pay to each dock worker working in the port of Seattle a proportionate share of his vacation pay, the amount of and the eligibility for such vacation pay to be fixed in accordance with sub-section (b) of this Section, and the individual share of each member to be determined as follows:

(1) Each member shall be individually and not jointly liable with other members for a share of the vacation pay herein provided to every dock worker entitled thereto.

(2) Each member's liability for each eligible dock worker's vacation pay shall be determined in like manner as such liability for each eligible longshoreman's vacation pay is determined under the Coast Agreement.

(b) In any payroll year: (1) Dock workers who are registered and qualified on December 31 of the calendar year in which they earn their vacation shall receive a vacation with pay the following year at the prevailing straight-time rates, as follows:

(a) One week's vacation with pay, provided he has worked at least 800 hours but less than 1344 hours in the previous payroll year.

- (b) Two weeks' vacation with pay, provided he shall have worked 1344 hours or more in the previous payroll year.
- (c) One week's vacation with pay shall be equal to 40 hours at the prevailing straight-time rate and two weeks' vacation with pay shall be equal to 80 hours at the prevailing straight-time rate.

(2) Dock workers shall be credited with hours of work performed for employers subject to this Agreement as dock workers and as longshoremen under the Coast Agreement.

(3) A dock worker's vacation pay shall be calculated on the basic dock work rate prevailing at the time of his vacation, unless during the second half of the qualifying year he shall have worked at least half of his eight hundred (800) or thirteen hundred and forty-four (1344) qualifying hours at a skilled rate, in which event such skilled rate shall be used.

(4) Qualifying hours shall be limited to dock work performed in the port of Seattle for employers parties to this Agreement and to work in one year and to qualifying hours as established under the Coast Agreement. Vacation benefits shall not be paid to any worker under both the terms of this Agreement and the Coast Agreement.

All paid time such as standby, minimum pay or travel time shall be included in qualifying hours.

(5) Vacations will be scheduled to the maximum extent possible between the months of May and October inclusive by the Port Labor Relations Committee

(6) Each registered dock worker entitled to a vacation shall take a vacation.

(7) A registered dock worker whose registration is cancelled after he shall have fulfilled all requirements for a vacation during the previous payroll year shall receive vacation pay at the time agreed to by the parties.

(8) In case a registered dock worker dies after he has fulfilled all the requirements for a vacation with pay, his vacation pay will be paid to his widow or beneficiary.

(c) The Waterfront Employers of Washington shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available.

(d) Any public port or port commission may become a party to this vacation agreement by notifying the Union and the Employers, prior to the first day of the calendar year in which the vacation is to be taken. Similarly any or all of the armed services may become parties. In the event that one or more public ports or armed services becomes a party to the Agreement, said port(s) or service(s) shall be placed in the same status as an individual employer member of the Waterfront Employers of Washington for all purposes of this Agreement.

(e) The provisions of this section shall become effective with respect to qualifying hours in the payroll year commencing December 27, 1948, and vacations payable in 1950.

(f) All the vacation provisions included in the Agreement dated November 16, 1946, as amended,

will apply when making vacation payments in 1949, based on 1948 and 1947 qualifying hours, with the following exceptions:

- (1) All dock workers who have worked 1344 hours or over in 1948 shall receive vacations in accordance with the aforesaid Agreement.
- (2) Each dock worker who in 1948 has worked 1008 hours but less than 1344 hours and who has otherwise met all requirements of the November 16, 1946 Agreement, as amended, for a one week's or a two weeks' vacation shall receive as his respective case may be, a one week's vacation with pay in an amount equal to 30 hours at the prevailing straight-time rate, or two weeks' vacation with pay in an amount equal to 60 hours at the prevailing straight-time rate.

SECTION 8. HIRING HALL, REGISTRATION AND PREFERENCE

(a) Hiring Hall

(1) The hiring of all dock workers shall be through the central hiring hall maintained and operated jointly by the International Union and the Coast Association.

(2) Each dock worker registered at the hiring hall who is not a member of the Union shall pay to the Union toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the Union.

(3) Non-members of the Coast Association or of the Waterfront Employers of Washington shall be

permitted to use the hiring hall only if they pay to the Coast Association for the support of the hiring hall the equivalent of the dues and assessments paid by members of the Coast Association. Such non-member employer shall have no preference in the allocation of men, but when there are not sufficient men available to handle all the needs of the port shall be allocated men on the same basis as men are allocated to members of the Employers.

(b) Registration

(1) The Port Labor Relations Committee shall have control over registration lists, including the power to make additions to or subtractions from the registration lists as may be necessary.

(2) When it becomes necessary to drop men from the registration list, seniority on the list shall prevail.

(3) Dock workers not on the registration list shall not be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work.

(c) Preference

Preference of employment shall be given to members of the Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs. This Section shall not deprive the Employers' members of the Port Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

(d) Regular Employees

Subject to the approval of the Port Labor Relations Committee, employers shall have the right to employ a reasonable number of registered dock workers as regular employees without dispatching daily through the dispatching hall, provided the principle of equalization of earnings is to be followed, and said regular employees shall report to and be dispatched from the dispatching hall once a week. Said members shall also be paid the four hours minimum reporting time.

SECTION 9. METHODS OF DISPATCHING

The Port Labor Relations Committee shall determine the methods of dispatching. All dock workers shall be dispatched only as ordered by the employer. Subject to this provision and the limitation of hours fixed in this Agreement, the Employers shall have the right to have dispatched to them, when available, the men in their opinion best qualified to do their work. Subject to the provisions of this Agreement, men shall be so dispatched as to equalize their work opportunities as nearly as practicable having regard to their qualifications for the work they are required to do. The Employers shall be free to select their men within those eligible under the policies jointly determined and the men likewise shall be free to select their jobs.

SECTION 10. NO STRIKES, LOCKOUTS AND WORK STOPPAGES

(a) There shall be no strikes, lockout or work stoppage for the life of the Agreement.

(b) How Work Shall be Carried on:

There shall be no stoppage of work on account of disputes arising on the job. The employees shall perform work as ordered by the employer in accordance with the provisions of this Agreement. In case a dispute arises, work shall be continued pending the settlement of same in accordance with the provisions of this Agreement and under the conditions that prevailed prior to the time the dispute arose, and the matter shall be adjusted, if possible, by the representatives of the Union and the Employers, who shall adjust the dispute as quickly as possible; in case they are unable to settle the matter involved within twenty-four (24) hours, then, upon request of either party, the matter shall be referred to the Port Labor Relations Committee.

(c) Exceptions for Health and Safety.

No dock workers shall be required to work when in good faith they believe that to do so is to immediately endanger health and safety.

(d) Picket Lines.

Refusal to cross a legitimate and bonafide picket line as defined in this paragraph shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a Union, acting independently of the ILWU longshore local Unions, about the premises of an employer with whom it is engaged in a bonafide dispute over wages, hours or working conditions of employees, a majority of whom it represents as the collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines,

and demonstration picket lines are not legitimate and bonafide picket lines within the meaning of this Agreement.

SECTION 11. NO DISCRIMINATION

(a) There shall be no discrimination by the Employers or by anyone employed by the Employers against any registered dock workers and/or any member of the Union because of union membership and activities, race, creed, color, national origin, or religious or political beliefs.

(b) No man shall be dismissed solely for the purpose of making room for another man.

SECTION 12. LOAD LIMITS

When flat trucks are pulled by hand, and a vehicle is not being used in connection with the operation, the load shall not exceed 1400 lbs.

SECTION 13. LABOR SAVING DEVICES AND METHODS

There shall be no interference by the Union with the Employers' right to operate efficiently and to change methods of work, utilizing labor saving devices and directing the work through employer representatives while explicitly observing the provisions and conditions of the Agreement protecting the safety and welfare of the employees.

In order to avoid disputes, the Employers shall make every effort to discuss with the Union in ad-

vance the introduction of any major change in operations.

If at any time the Union shall notify the Employers that it contends that earnings of Registered Dock Workers and their employment have suffered materially from the introduction and use of labor saving devices and methods in addition to those already used and practiced in the past, then it is agreed that proposals relative to the conditions under which labor saving devices and practices shall be continued will be a proper and appropriate subject for negotiation and, if the parties cannot agree, for arbitration before the Arbitrator, upon the establishment that there is reasonable compliance with this Agreement and that the following conditions then exist:

(1) That the use of labor saving devices has been materially increased beyond the uses heretofore practiced;

(2) That such increased use has materially and adversely affected the earnings and employment of Registered Dock Workers;

(3) That the Union and its members have not interfered with and are not interfering with the introduction of labor saving devices by employers;

(4) That efficiency in dock work has been materially improved as a result of such use.

SECTION 14. SAFETY

(a) Recognizing that prevention of accidents is mutually beneficial, the responsibility of the parties in respect thereto shall be as follows:

(1) The Employers will provide safe gear and safe working conditions and comply with all safety rules (including State Safety Rules).

(2) The Employers will maintain, direct and administer an adequate accident prevention program.

(3) The Union will cooperate in this program and develop and maintain procedures which will influence its members to cooperate in every way that will help prevent industrial accidents and minimize injuries when accidents occur.

(4) The employees individually will comply with all safety rules (including State Safety Rules) and cooperate with management in the carrying out of the accident prevention program.

(b) To make effective the above statements and promote on-the-job accident prevention, the employer-employee committees to be established under the Coast Agreement for the port of Seattle shall cover the work performed under this Agreement.

SECTION 15. GRIEVANCE MACHINERY

(a) Procedure for Handling Grievances and Disputes:

Grievances arising on the job shall be processed in the following manner:

(1) The steward, representing the dock workers, shall take the grievance to the dock foreman in immediate charge of the operation.

(2) If the grievance is not settled as provided in the sub-section, it shall be referred for determina-

tion to an official designated by the Union and to a representative designated by the employer.

(3) If the grievance is not settled in steps (1) and (2) above, it shall be referred to the Port Labor Relations Committee.

(4) The Port Labor Relations Committee shall have the power and duty to investigate and adjudicate all disputes arising under this Agreement, including grievances referred to it under paragraph (3) above. In the event that the Employer and Union members of the Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the Arbitrator for hearing and decision, and the decision of the Arbitrator shall be final and conclusive.

(b) Business Agents

To aid in prompt settlement of grievances and to observe contract performance, it is agreed that Union Business Agents as Union representatives shall have access to ships and wharves of the Employers to facilitate the work of the Business Agent, and in order that the employer may cooperate with the Business Agent in the settlement of disputes, the Business Agent shall notify the representative designated by the employer before going on the job.

(c) Port Labor Relations Committee

(1) The Port Labor Relations Committee established under the Coast Agreement for the Port of Seattle shall act as a Port Labor Relations Committee under this Agreement.

(2) Subject to provisions of Section 15(a) the duties of the Port Labor Relations Committee shall be:

- (a) To have control of the registration lists of the port, as specified in Section 8 (b).
- (b) To decide questions regarding rotation of men.
- (c) To investigate and adjudicate all grievances and disputes according to the procedure outlined in Section 15(a).

(d) Arbitrator and Awards

(1) The Area Arbitrator designated under the Coast Agreement for the area, including the Port of Seattle, shall be the Arbitrator under this Agreement.

(2) The powers of the Arbitrator shall be limited strictly to the application and interpretation of the Agreement as written. The Arbitrator shall have jurisdiction to decide any and all disputes arising under the Agreement.

The Arbitrator's decisions must be based upon the showing of facts and their application under the specific provisions of the written Agreement and be expressly confined to, and extend only to, the particular issue in dispute. The Arbitrator shall have power to pass upon any and all objections to his jurisdiction. If the Arbitrator holds that a particular dispute does not arise under the Agreement, then such dispute shall be subject to arbitration only by mutual consent.

(3) Upon completion of the codification of working rules and incorporation into the Agreement by the parties of all applicable arbitration awards not superseded by the Agreement, the Arbitrator shall not consider any award or ruling in passing upon disputes arising under the Agreement.

In the event the parties agree that an Arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for further service under the Agreement.

All decisions of the Arbitrator shall be final and binding upon all parties. Decisions shall be in duplicate and shall be in writing signed by the Arbitrator and delivered to the respective parties.

(4) All expense of the Arbitrator, and his respective compensation or salary, shall be borne equally by the parties. The Port Labor Relations Committee and the Arbitrator shall at all times be available for the performance of their respective functions and duties under the provisions of this Agreement.

(e) Discharges

(1) The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement.

(2) Such dock worker shall not be dispatched to such employer until his case shall have been heard and disposed of before the Port Labor Relations Committee, and no other employer shall refuse employ-

ment to such dock worker on the basis of such discharge.

(3) If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 15.

(4) The hearing and investigation of grievances relating to discharges shall be given precedence over all other business before the Port Labor Relations Committee and before the Arbitrator. In case of discharge without sufficient cause, the Port Labor Relations Committee may order payment for lost time or reinstatement with or without payment for lost time.

**(f) Penalties for Work Stoppages, Pilferage,
Drunkenness and Other Offenses**

All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a dock worker or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. Any employer may file with the Union a complaint against any member of the Union and the Union shall act thereon and notify the Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint.

If within thirty (30) days thereafter the Employers are dissatisfied with the disciplinary action taken

under the foregoing paragraph, then the following independent procedure may be followed:

The Port Labor Relations Committee shall have the power and duty to impose penalties on dock workers who will be found guilty of stoppages of work, refusal to work cargo in accordance with the provisions of this Agreement, or shall leave the job before relief is provided, or who shall be found guilty of pilfering or breaching cargo, or be found guilty of drunkenness, or shall in any other manner violate the provisions of this Agreement or any award or decision of an Arbitrator.

The penalties for pilferage, drunkenness and smoking in prohibited areas shall be as follows:

For pilferage, first offense: Minimum penalty, six months' suspension. Maximum penalty, discretionary.

For pilferage, second offense: Mandatory cancellation from registration list.

For drunkenness and for smoking in prohibited areas: First offense: Suspension for 15 days. Second offense: Suspension for 30 days. Succeeding offenses: Minimum penalty 60 days' suspension. Maximum penalty, discretionary. Provided, however, that in the case of a first pilferage offense, if the accused dock worker is sentenced to jail, then such jail sentence shall take the place of suspension under this Agreement.

(g) Other Means of Settling Grievances

Nothing in this Section shall prevent the parties from mutually agreeing upon other means of deciding matters upon which there has been disagreement.

SECTION 16. WAGE REVIEW

(a) Basic straight and overtime rates as established on review under the Coast Agreement shall, from the effective date thereof become the basic straight and overtime rates in this Agreement.

(b) The results of negotiations under the Coast Agreement on the subject of welfare and pension plans shall be applicable to this Agreement.

SECTION 17. MODIFICATION

The parties realize that from time to time after Agreements similar in part to this Agreement have been executed, one party thereto will contend that the other party has at some time during the term of Agreement orally agreed to amend, modify, change, alter or waive one or more provisions of the Agreement, or, that by the action or inaction of such other party, the Agreement has been amended, modified, changed or altered in some respect. With this realization in mind and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, through their representatives, duly authorized, have executed this Agreement on this 26th day of February, 1949, in the City of Seattle, Washington.

On behalf of:

SEATTLE LOCAL 19
INTERNATIONAL LONGSHOREMEN'S
AND WAREHOUSEMEN'S UNION

/s/ J. A. Hopkins
Its President

/s/ Wm. Veaux

/s/ Lon Frye

/s/ Frank Jenkins

WATERFRONT EMPLOYERS OF
WASHINGTON

/s/ M. G. Ringenberg
Its President

ADDENDUM TO SEATTLE DOCK WORK AGREEMENT

If registration, hiring, dispatching or preference provisions of this Agreement are suspended in any way as a result of legal action or injunction proceedings, then such provisions shall be opened for negotiations for substitute provisions complying with the law, and the substitute provision hereinafter set forth shall apply for the period of negotiations:

- a. Working preference to registered men.
- b. In making additions to the registered list preference shall be given to men with previous registration in the industry and who were not dropped from the list for cause.
- c. In reducing the number of men registered in keeping with the requirements of the industry men last registered shall be the first removed.
- d. Non-union men being dispatched through the hiring hall shall pay to the Union an equal share of the cost of maintenance of the hiring hall and the procurement, administration, and enforcement of the contract, which sum shall not exceed that being then currently paid by members of the Union in the form of dues and general assessments. Such non-union men shall be liable for said amounts only prospectively from and after the date this provision becomes effective, and only while such provision is effective.

Negotiations shall be carried on for a period of 120 days or until agreement is reached, whichever is sooner. If agreement is not reached by the end of

the 120 day period the above substitute provisions shall continue in effect.

In the event that any outside authority acts to nullify in whole or in part the above substitute provisions if invoked or any substitute provisions which may have been agreed to in negotiations the parties agree to resist such action. If nevertheless the provisions are nullified in whole or in part there shall be further negotiations for a period of not less than 120 days in an effort to agree upon new substitute provisions which comply with the law. In the event no agreement is reached within the 120 day period or in the event any agreement which may be reached is nullified in whole or in part either party hereto may cancel this Agreement upon 5 days' written notice.

e. In the event the above substitute provisions are invoked as herein provided the first two paragraphs of sub-section (f) of Section 14 of the Agreement may be renegotiated and the third paragraph thereof shall be amended by adding thereto the following:

“It is also understood that either party may cite before the Port Labor Relations Committee any union or non-union dock worker whose conduct on the job or in the hiring hall causes disruption of normal harmony in the relationship of the parties hereto and by action of the Port Labor Relations Committee dock workers found guilty of such conduct may be suspended or dropped from the registration list. The standards of conduct imposed hereunder shall be the same for all dockworkers.”

WORKING AND DISPATCHING RULES FOR THE PORT OF SEATTLE

The following working and dispatching rules for longshore and dock work are a part of the Coastwise Longshore Agreement of December 17, 1948, between the International Longshoremen's and Warehousemen's Union and the Waterfront Employers Association of the Pacific Coast, and the Seattle Dock Work Agreement of February 26, 1949, between the International Longshoremen's and Warehousemen's Union, Local 19, and the Waterfront Employers of Washington. These rules are effective on and after March 11, 1949.

WORKING RULES

SECTION 1. HOURS

(a) When a vessel is starting work, the night shift will start at 7:00 P.M. or later and the day shift at 8:00 A.M. or later; provided, that succeeding shifts will start at either 7:00 P.M. or 8:00 A.M., but not later.

(b) Where it is necessary to make a replacement, the replacement's overtime shall begin only after he has worked 6 straight time hours or unless during normal overtime hours, except where he replaces a sick or injured man or relieves a man going on official Union business. In the event of a replacement for sickness, injury or official Union business the replacement's overtime shall start at the time when the replaced man's overtime would have started had he remained on the job.

(c) Night gangs not worked later than 1:00 A.M. must be released except that men or gang worked until midnight on a Saturday night or a night preceding a holiday may be ordered back for the following night.

Day men or gangs not working until 3:00 P.M. must be released. However, on Sundays or Holidays men or gangs need not be held until 3:00 P.M. in order to be eligible for a come-back order for the following morning; however, if a shortage of men arises during such an interval, consideration should be given to the need of releasing men.

(d) Day men or gangs shall be knocked off at 5:00 P.M. on Saturdays, provided that longshoremen shall work past 5:00 P.M. to finish a ship to shift or sail and men working under the Dock Agreement shall work past 5:00 P.M. in order to complete handling of cargo necessary to allow a ship to shift or sail.

SECTION 2. REPORTING TIME

Dock workers shall be inside the dock and men working aboard ship shall be adjacent to the gang plank at starting time.

Men and gangs shall turn to upon orders of the employer whether or not the man carrying the dispatching slip has arrived. However, the employer is not obligated to turn gangs to unless filled to at least eighty percent of capacity, unless the operation can be carried on properly with the men actually there. Gangs reporting without enough men to start operations properly will stand by on their own time, provided that if only a part of the men show up

and are turned to they are to be paid in accordance with the minimum reporting rules, unless the men quit or are released for causes set forth in the Agreement.

SECTION 3. STANDBY TIME

The employer shall have the right to stand men by on the job, but their time shall continue at the full rate, straight or overtime, as the case may be.

SECTION 4. MINIMUM WORKING TIME

(a) Men who are ordered to a job and who report to work shall receive a minimum of four hours work or four hours straight or overtime pay, as the case may be. Men who are discharged for cause or quit shall only be paid for their actual working time.

Where men have completed a job for one employer, a four hour minimum shall apply to the next job.

(b) Men performing any work between 1:00 A.M. and 5:00 A.M. shall receive a minimum of four hours pay.

(c) When men are ordered back after a meal hour they shall be paid the actual time worked with a minimum of two hours.

SECTION 5. FIVE HOUR WORK LIMIT

When men are required to work more than five consecutive hours without opportunity to eat, they shall be paid time and one-half straight or overtime rate, as the case may be, for all time worked in excess of five hours. When such time is paid, the rate shall continue until the men are released or given an opportunity to eat.

SECTION 6. MEAL HOURS

(a) Meal hours shall be any one hour between:

5:00 A.M. and 7:00 A.M.

11:00 A.M. and 1:00 P.M.

5.00 P.M. and 7:00 P.M.

12:00 Midnight and 1:00 A.M.

and men shall have one full hour for meals within the hours specified, except as provided in (b) of this Section.

(b) If men are kept at work past the entire meal period, the rate of pay applicable to the second meal hour shall be continued until the men are allowed a meal hour or released from work. Upon returning from the meal hour the regular straight or overtime rate of pay, as the case may be, shall apply. Men shall not be paid for the hour while eating.

SECTION 7. TRAVEL TIME AND SHIFTING TIME

(a) Travel time shall be at the straight time rate and except as noted in (b) of this Section shall be as set forth in the Travel Schedule.

(b) When men travel from Seattle to Point Wells, Mukilteo, Bremerton and Lake Washington ports, they shall be paid round trip travel time and fare as set forth in the Travel Schedule, provided they begin and end their day's work at one of those points.

If the men begin work in Seattle and travel to ports listed above, or vice versa, to continue the shift their time shall continue, exclusive of meal hours, until they are released for the day. In such instances men will be allowed one hour, exclusive of the meal hours, in which to travel to resume work and round

**AMENDED SCHEDULE—TRAVEL TIME AND TRANSPORTATION
ALLOWANCES FOR IL&WU—PUGET SOUND AREA**

From	To	Round Trip Fare	Total		Travel Time Allowance	Total
			Travel Time Both Ways	Travel Time		
Seattle	Tacoma	\$1.44	2 hrs. 30 min.	\$ 4.55	\$ 5.99	
Seattle	Olympia	2.59	5 hrs.	9.10	11.69	
Seattle	Aberdeen	4.60	8 hrs. 20 min. (2)	14.56	19.16	
Seattle	Raymond	4.72	10 hrs. 20 min. (2)	14.56	19.28	
Seattle	Everett	1.27	2 hrs. 30 min.	4.55	5.82	
Seattle	Bellingham	3.16	6 hrs. 30 min. (1)	10.92	14.08	
Seattle	Mukilteo	1.27	2 hrs.	3.64	4.91	
Seattle	Anacortes	4.03	5 hrs. 15 min.	9.56	13.59	
Seattle	Pt. Wells	.70	2 hrs.	3.64	4.34	
Seattle	Kennydale	.40	2 hrs.	3.64	4.04	
Seattle	Winslow	.60	2 hrs.	3.64	4.24	
Seattle	Port Gamble (4)					
Seattle	Bremerton	1.72	2 hrs.	3.64	5.36	

trip transportation plus one hour travel time for the return trip shall be paid.

(c) When men travel to a ship in the stream, time shall be paid from the time men are ordered to the dock until they return to the same dock, or a dock in the immediate area, provided they report at the time ordered. Such time shall be paid at the basic rate, straight or overtime as the case may be, and shall count toward the six hour day.

Such time as is consumed in going to or from a ship in the stream shall not count toward the nine or eleven hour day or the five hour work limit, and no penalty time shall be payable while men are enroute.

(d) Men travelling to outside ports shall work under the conditions obtaining in those ports.

(e) There shall be no free time for shifting other than the meal hours.

When a ship shifts from one berth to another berth within the area bounded by Pier 24 and Pier 71, the men will be allowed 15 minutes to travel and there shall be no deduction of time.

For any other shift the men will be allowed 30 minutes to travel and there shall be no deduction of time.

If the shift is in connection with a meal hour, the same travel allowances will be made.

(f) Travel time or shifting time allowed in this Section shall not count toward the nine or eleven hour day, the six hour straight time requirement, or the five hour work limit, except as noted in Items C and E of this Section.

SECTION 8. SUBSISTENCE

(a) When men are required to leave their home port they shall receive meals and lodging at the rate of \$1.25 for each meal and \$2.25 for each night's lodging.

1. When men are working at Kennydale, Point Wells, in the stream, or at other points outside their home port, they shall receive a free meal or the meal allowance as outlined above where they are working before the meal hour and are required to continue working after the meal hour.

2. Where men are required to stay overnight at a port outside the jurisdiction of Local 19, they shall receive payment for a night's lodging plus breakfast.

SECTION 9. SHIP WORK

(a) A regular ship's gang shall consist of ten men on double winches. When a smaller gang is to be dispatched, it shall be picked from the registered men not in regular gangs. No ship's men shall do dock work unless the trucker board is exhausted. It is recognized that regular ship's gang shall not be required to split.

When regular ship's gangs, augmented by winch drivers, are ordered solid, the gang must be kept intact for the balance of the shift; however, this does not apply when the additional winch drivers are ordered as extra men.

Regular gangs are to take job assignments as they come up, with the definite understanding that there is no such thing as steady day or night gangs.

(b) The minimum coal pouring gang shall consist of:

Single Winches—Two winch drivers, one hatch tender, one whistle man, four hold men, and two front men.

Double Winches—One winch driver, one hatch tender, one whistle man, four hold men, and two front men.

In both of the above cases the front men will service all gangs on the ship engaged in pouring or scraping coal, but will not be required to go aboard the ship.

The minimum scraping gang will consist of the same makeup as pouring gangs, except there shall be no whistle man or front men.

Pouring gangs at the Pacific Coast Coal Bunker at Pier 43.

1. The complete gang, except for the whistlerman, shall handle and rig gear, uncover hatches, shift gangway when required and clear decks at other hatches while coal is being poured.
2. Men in pouring gangs will not be required to scrape while coal is being poured.
3. Hold men in pouring gangs will trim or scrape when coal is not being poured, and the gang is to remain intact.

(c) The minimum bulk grain gang shall consist of: 3 deckmen and four longshoremen.

(d) The minimum clam gang shall consist of: 2 or more deck men (depending on whether a single or double winch operation).

4 hold men.

1 front man.

(e) The minimum oil pumping gang shall consist of:

Ship: 1 winch driver, 3 longshoremen and the entire gang shall rig the hatch, the pump, etc., and when pumping begins one of the longshoremen shall tend hose on the car.

Dock: 1 pushbull driver and 1 blocker.

(f) The makeup of other short gangs shall be determined by the Joint Labor Relations Committee.

(g) When lining ships there shall at all times be at least one hatch tender, one winch driver and two front men, in addition to the liners required by the employer.

One deck man shall be added to the operation when three or more gangs are working both ends of the ship simultaneously.

(h) When ordering barge, chuting or side port gangs, the employer will advise the dispatcher of the number of men who may be required to act as front men in order that they may make proper clothing arrangements. If men so designated are not so utilized in the capacity of front men, they shall work in such other capacity as may be required.

(i) The gang originally starting a gear shall be entitled to all the work of that gear, provided that:

1. Gang shall shift to another hatch or hatches as may be required.
2. Any gear standing idle for one complete shift (exclusive of night work) shall be termed "open gear" and no gang shall have a prior claim thereto.
3. Only their original gear belongs to a gang. If

the gang shifts away from their starting point they shall shift back when work is resumed there, but shall have no claim on the work in any other hatch to which they were shifted.

4. This rule shall not conflict with Section 2-C of the Coast Longshore Agreement.

(j) Extra longshoremen shall work ship, or dock or barge, in connection with such ship, but shall not be shifted to dock to do trucker work.

(k) Where loads have already been landed on dock awaiting removal to dock or stowage in holds, such loads should be hooked on to by men already aboard ship rather than the slingman.

(l) Front men shall not be required to assist in moving of cargo after it has been landed on dock, car, or barge.

Sling men shall remove pallet boards from sling boards when required to do so.

Sling men shall put on load covers at ship's hook when required.

Sling men shall move empty 4-wheelers under ship's hook when required.

(m) Men shall not be required to work in refrigerated compartments while blowers are circulating air therein

Hatch tents shall be rigged, whenever possible, when cold storage hatches are working in the rain.

Cold storage compartments are to be opened thirty minutes before the men are required to commence work therein.

When cold storage is to be worked the employer shall notify the dispatcher and the dispatcher shall notify the men.

(n) A hatch tender shall be used for a signal man when stowing winch or bull winch operators cannot see the complete operation they are performing. This also applies to winch or windlass operations on jumbo and heavy lift guys.

(o) When longshoremen are required to haul ship, in addition to their regular cargo handling, they shall receive two hours pay straight or overtime, whichever the case may be, for each time the ship is hauled, in addition to the regular pay they receive for cargo handling.

(p) The employer shall have the right to move heavy lifts, dunnage, lining material, long steel, booms and ship repair parts directly from truck to ship or ship to truck without first placing on the floor of the deck before it is loaded into the ship or placed in the truck in the process of discharging.

(q) In case of a distinct and separate side port operation for handling an occasional automobile as part of passenger's baggage less than a standard longshore gang may be used.

(r) No lumber products or piling shall be handled out of water except during daylight hours.

(s) Longshoremen shall rig and operate jumbo or heavy lift gear when required, exclusive of going aloft.

It is understood that this Section shall not apply to cool rooms.

SECTION 10. DOCK WORK AND CAR WORK

(a) When dock men are allocated to a hatch they shall be released according to the work of the hatch and not as per order on the dispatching list.

(b) When pulp and paper products are brought in the port on skip board loaded by other than longshoremens and set under the ship's hook, a minimum gang of one bull driver and two men shall be used.

(c) Dock men and lift drivers working against a general cargo hatch may be shifted to another hatch which is ready to take or discharge cargo, provided they do not bump men already working on the second hatch.

(d) Dock men working in connection with trucks shall handle cargo to or from the tail gate only.

(e) All cargo on lift boards or skips not loaded by ILWU longshoremens and destined for ship's cargo (exclusive of palletized cargo, pulp, paper products, long steel and lumber) discharged from inland freighter, scow, barge, or box car, shall be placed on skin of dock, scow or barge, or unloaded from lift boards or skips and loaded on stevedoring lift boards by longshoremens; provided that exceptions to this rule may be made by the Seattle Joint Labor Relations Committee.

(f) Dock men working in conjunction with a ship shall be released when that job finishes and shall not transfer from ship work to floor work or vice versa.

(g) Where truckers are ordered for a job in connection with a ship, the men may be used to handle cargo destined for that ship in the event of non-arrival or late arrival of that ship.

(h) When safety is not jeopardized, men are to work two 4-wheelers per rail car when so directed.

(i) Dock men may be utilized as car blockers and shall be taken in their order on the list.

SECTION 11. VEHICLE DRIVERS

(a) All yard bulls and men working with yard bulls shall be called on a separate list. Yard bulls may be switched to car work.

All push bull operators and blockers shall be ordered on a separate list, except as provided in subsection (f).

(b) Vehicle operators, except jitney drivers, shall operate vehicles only; provided, they may be required to act as car blockers.

(c) Vehicle operators to work in connection with a ship shall be assigned as follows:

First man on list goes to first hatch requiring a vehicle operator, and so on down the list, starting from the bow.

(d) When working in connection with a ship, swing drivers shall be employed as follows:

With one hatch—none; two or three hatches—1; four or more hatches—2.

Swing drivers shall relieve and assist on long hauls.

When one or more swing drivers are required they shall be the last drivers on the list, and when released, the last man on the list shall be the first to go.

(e) When using gas operated vehicles below deck, there shall be one relief driver employed for one to three hatches, and two relief drivers for four or more hatches.

(f) 1—There shall be a minimum of one pusher

bull and one blocker for two or less gangs working direct to or from cars. When three or more gangs are working direct to or from cars, two pusher bulls and two blockers shall be employed.

2—If no pusher bull drivers are on the job the lift driver working with the first gang to finish general cargo and commence working directly to or from cars becomes the first pusher bull driver; the second push bull driver shall be the lift driver working with the first gang to finish general cargo and commence working directly to or from cars after the second push bull is required.

3—When general cargo is finished during the night and the hatch or hatches will go direct to or from cars the following day, the first lift driver on the list who is not still on general cargo will become the first push bull driver.

4—Pusher bull drivers will operate lift truck and pusher bull as required, except they shall not be required to operate a push bull at one hatch and a lift truck at another hatch when both hatches are operating concurrently.

(g) When a general cargo operation is suspended, the lift truck operators working therewith may be released provided that another lift truck operator may not take over their hatch for the balance of the shift.

(h) Lift drivers shall not be required to handle more than two loaded boards when working to or from ship's tackle.

(i) When a push jitney or lift truck is required in a ship's hatch for the stowage of cargo, a regular driver, if available, shall be employed.

(j) In cases of emergency lift truck drivers may be shifted from offshore to inshore and vice versa, if such shift does not involve more than one company.

(k) Drivers believing that they have not been accorded their rightful work under provisions of this Section should check with the foreman and clarify their status prior to leaving the job.

SECTION 12. BARGE AND SCOW WORK

(a) Barge or scow work when working in connection with ship's gear or crane shall constitute stevedore's work. All other barge or scow work shall constitute dock work.

(b) All cranes aboard ships, barges or scows shall be operated by longshoremen, except this shall not apply to floating crane operators.

(c) 1—There shall be a minimum of one hatch tender, two slingmen, and four longshoremen working with all cranes loading or unloading ships, barges, or scows.

2—On bulk cargo handled to or from scows and barges the makeup of the gang will be determined by the Joint Labor Relations Committee.

SECTION 13. Foremen, checkers and other supervisory employees shall not perform longshore work as defined in the Coast Longshore Agreement or dock work as defined in the Seattle Dock Work Agreement.

DISPATCHING RULES

Stop Work Meeting Night

The Union shall be entitled to one night per month for membership meeting purposes. This meeting shall be on the third Thursday of each month and no work

other than emergency work (so determined by the Joint Labor Relations Committee) shall be performed from 6:00 P.M. Thursday to 8:00 A.M. Friday. If the Union desires to alter the regular meeting night, written notice shall be given the Employers one week in advance of the new date desired, or the regularly scheduled date, whichever is first.

Hiring Hall Hours

Rule 1. The hiring hall shall be open Monday through Saturday from 6:30 A.M. to 5:30 P.M., or until such time as dispatching is finished for the day, except in the case of those holidays listed in the Agreement.

Rule 1 (A) The hiring hall shall be open Monday through Saturday from 6:00 P.M. to 9:00 P.M. for the purpose of making replacements.

Rule 2. The hiring hall shall be open on Sundays and holidays (as listed in the Agreement) from 7:30 A.M. to 9:30 A.M. for the purpose of ordering replacements. All orders for men to take care of normal work shall be completed in the evening dispatching period preceding the Sunday or holiday.

Rule 2 (A) When a Sunday and holiday occurs on successive days the hall shall be open on the second day from 1:00 P.M. to 2:30 P.M. for the ordering of men and gangs, and dispatching of men and gangs shall commence at 4:00 P.M. and shall continue until all such orders are completed.

Dispatching Periods

Rule 3. Dispatching periods for all dock workers and extra board longshoremen shall be 7:00 A.M. to 9:30 A.M.; 11:00 A.M. to 12:00 Noon; 4:00 P.M.

until finished for the day and replacements may be dispatched between periods as long as the hiring hall is open without affecting the position of any men on the lists.

Placing of Orders

Rule 4. Employers shall place their orders for gangs for evening work or for the following morning, by 2:30 P.M.

Gang men shall call for their evening orders between 3:00 P.M. and 4:00 P.M. and no orders are to be given by the dispatching staff before 3:00 P.M.

Dispatching of peg board men will start at 4:00 P.M. and finish as soon as practicable.

Rule 5. Orders for all peg board men shall be placed no later than 4:00 P.M. for evening work, and may be placed for starts the following morning.

Gangs Calling or Ordered in the Hall

Rule 6. There shall be two telephone periods for gang men to call for orders: 10:00 A.M. to 11:00 A.M.; 3:00 P.M. to 4:00 P.M.

In those cases where the employers have notified the hall the previous day of the probable need of men for specific ships, the dispatcher will arrange to have gangs calling at 10:00 A.M. on the day following such notification. In the event that a firm order is not placed by 10:00 A.M., the hall may assume that the order will not be placed.

Gang men calling between 10:00 A.M. and 11:00 A.M. shall not start before 12:00 Noon nor later than 1:00 P.M.

Rule 7. Where gangs are ordered for a ship by a Company to report to the hall at 7:00 A.M. or 7:30

A.M. a definite time for gang to report on the job must be given the dispatcher by 8:00 A.M. Pay for gangs so ordered to report to the job at 9:15 A.M. or prior thereto shall commence when reporting on the job.

If gangs ordered in the hall are ordered at 8:00 A.M. to report to the job later than 9:15 A.M. and do report at the time ordered, their pay shall commence at 9:15 A.M.

If a definite reporting time is not given the dispatcher by 8:00 A.M., gangs ordered in the hall shall be released at 8:00 A.M. and paid 4 hours at the straight time rate, except on Saturdays when the overtime rate shall be paid.

Rule 8. Gangs calling the hall for orders and cancelled may be dispatched to another employer, or may be dispatched to another job for the same employer. The Joint Labor Relations Committee will promptly investigate any abuses of this rule whereby companies make a practice of ordering men to call and then fail to furnish work.

Rule 9. Gangs available for work shall report to the hall by telephone as directed by the dispatchers at each of the dispatching periods; extra board men shall report in the hall at the regular dispatching periods, as the dispatchers direct.

Rule 10. Gangs finishing a ship during hours the hall is open shall communicate with the dispatchers for orders before leaving the job. Each hatchtender shall turn in the earnings of his gang as soon as the job is completed. Shop Steward of the gang shall call the dispatchers for orders as soon as the job is com-

pleted. Night gangs, when not ordered back to the job when released, shall telephone for orders at the first opportunity. Foremen must notify gang of release by 2:00 P.M., and failure to observe this rule will subject the employer to investigation and possible penalty by the Joint Labor Relations Committee.

Dispatchers' Instructions

Rule 11. Gangs and men ordered to start work at 8:00 A.M. for out of town work shall be dispatched at the evening dispatching period of the previous day.

Rule 12. When a gang has been informed of its release and has so informed the dispatcher, the release must be carried out once the gang has been assigned to another job.

Rule 13. The dispatcher shall not dispatch any man under the influence of liquor.

Rule 14. Only registered men in the dispatching hall are to be dispatched. After the registered lists are exhausted the dispatchers will call upon other Unions to furnish competent men.

On overall ship gangs, the employer will travel gangs from other Puget Sound IL&WU ports to Seattle, if such gangs are available, prior to getting men off the street.

Rule 15. When the dispatcher starts to call or dispatch gangs for any ship, all gangs for that ship having the same starting time must be dispatched before another job is called.

Rule 16. No man shall be dispatched after dispatching hours except in cases of sickness or injury, or replacing men discharged for cause.

Rule 17. No man is to be dispatched for work when there is a penalty against him.

Rule 18. Orders for truckers at the evening dispatching period shall be filled in the following manner: Night jobs first, and then work starting at 8:00 A.M. the following morning out of town.

At the beginning of each dispatching period truckers shall be dispatched to ship work first, then car loading; orders that follow shall be dispatched as they are received.

Rule 19. Men who refuse a job or quit a job shall not be dispatched again for a period of twenty-four (24) hours.

General Policies

Rule 20. Any man redispached in any one straight time day shall be given credit toward his six hour day of all hours credited previously that day between 8:00 A.M. and 5:00 P.M., provided:

- (a) In no case shall overtime based on the six hour day begin before 3:00 P.M.
- (b) In no case can credited hours be pyramided on worked hours to reduce the six hours straight time requirement before overtime is payable.

Rule 21. Special provision shall be made for replacements when the hiring hall is closed.

Rule 22. Longshoremen shall be permitted to work off the trucker board and the truckers work off the longshore board, when either board is exhausted.

Rule 23. All men on extra boards shall be dispatched in turn.

Rule 24. Any man changing his position on the

plug board shall take twenty-four (24) hours off the work list before returning to work.

When any man changes his position from gang to peg board or vice versa he must remain in last position at least 30 days.

Rule 25. Any man receiving 4 hours minimum reporting time shall not be allowed to peg in for work until the next dispatching period unless the peg board is exhausted.

Rule 26. Any man desiring to change from the trucker board to the longshore board, or vice versa, must have some man to exchange places with.

Rule 27. Any man reporting to the job under the influence of liquor or failing to report to the job when dispatched will be penalized under the terms of the Agreement.

Rule 28. Members of all Union committees shall have the privilege of obtaining relief on the job in order to attend committee meetings. Replacements on such jobs shall be voluntary.

Rule 29. All shortage slips shall be turned over to the business agent of the Union for adjustment.

Rule 30. Only representatives of the Employers and the Union shall be permitted in the dispatching office.

Rule 31. All unnecessary telephone calls to the dispatchers shall be eliminated; this means inquiring where the plug is; how much work is in prospect; and requests to call other persons to the telephone.

Rule 32. There shall be a twice-a-week turnover for all truckers working under the Seattle Dock Work Agreement.

Rule 33. All men working from the Joint Dispatching Hall are to be governed by the rules of the Joint Labor Relations Committee.

Rule 34. Being on the job is the responsibility of the man dispatched. If sickness prevents reporting on the job, the hiring hall must be called: ELiot 7844, for a replacement. Replacement calls are taken from 7:00 P.M. to 9:00 P.M. and from 6:30 A.M. to 7:00 A.M. for day work; from 3:00 P.M. to 4:00 P.M. for night work. Always get the dispatcher's name when phoning for a replacement. It may prevent a dispute later.

Rule 35. Failure to report on the job after being dispatched will result in your being cited on the blackboard in the hiring hall to appear before the Grievance Committee which meets in the Union office every Wednesday at 2:00 P.M. Failure to appear before the Grievance Committee will prevent dispatching until member does appear.

Rule 36. When in doubt member should contact steward or call the Business Agent at ELiot 7461.

Dated March 9, 1949.

For the Union
Local 19, IL&WU
Seattle, Washington

J. A. HOPKINS
WM. VEAUX
LON FRYE
FRANK JENKINS

For the Employers
Seattle, Washington

W. ALVIK
M. J. WEBER
JOHN C. LASS
WM. E. CARPENTER

WORKING AND DISPATCHING RULES FOR THE PORT OF EVERETT

The following working and dispatching rules for longshore and dock work are a part of the Coastwise Longshore Agreement of December 17, 1948, between the International Longshoremen's and Warehousemen's Union and the Waterfront Employers Association of the Pacific Coast. These rules are effective on and after March 17, 1949.

DISPATCHING RULES

1. The hiring hall shall be open on week days from 7:00 a.m. to 4:00 p.m., or until dispatching is completed for the day.

2. The hiring hall will be open on Sundays from 7:30 a.m. to 9:00 a.m. when men are to be dispatched.

3. When a Sunday and holiday occur on successive days the hall shall be open for the ordering and dispatching of men and gangs from 7:30 a.m. to 9:00 a.m. both days, when necessary.

4. There shall be two telephone periods for gangs or men to call for orders:

10:00 a.m. to 11:00 a.m.

3:00 p.m. to 4:00 p.m.

5. Where gangs are ordered for a ship to report to the hall at 7:30 a.m., a definite time for gangs to report on the job must be given the dispatcher by 8:00 a.m. Pay for gangs so ordered to report to the job at 9:15 a.m. or prior thereto shall commence when reporting on the job.

If gangs ordered in the hall are ordered at 8:00

a.m. to report to the job later than 9:15 a.m. and do report at the time ordered, their pay shall commence at 9:15 a.m.

If a definite reporting time is not given the dispatcher by 8:00 a.m., gangs ordered in the hall shall be released at 8:00 a.m. and paid four hours at the straight time rate, except Saturdays, Sundays or holidays, when the overtime rate shall be paid.

6. Gangs or men dispatched at 11:30 a.m. shall be for 1:00 p.m. start or later.

7. Board men shall report in the hall at regular dispatching periods as the dispatcher requests.

8. Gangs finishing ship during hours the hall is open shall communicate with the dispatcher for orders before leaving the job. Some member of the gang shall be selected to perform this chore.

9. Each hatch tender shall turn in the earnings of his gang as soon as the job is completed.

10. Dispatching periods for dock workers and extra board longshoremen shall be:

7:30 a.m. to 9:00 a.m.

11:30 a.m. to 12:00 Noon

4:00 p.m. until finished for the day

11. Replacements may be dispatched between periods as long as the hiring hall is open, without affecting the position of any man on the list.

12. Employers shall place their orders for gangs for evening work or for the following morning by 2:00 p.m., and by 10:00 a.m. for 11:30 a.m. dispatching for 1:00 p.m. starts or later for the same day.

13. Gang men shall call for their evening orders

between 3:00 and 4:00 p.m., and no orders are to be given by the dispatcher before 3:00 p.m. to the men.

14. Orders for dock workers shall be placed no later than 3:30 p.m. for evening work.

15. If an employer desires less than a standard gang he will order the desired number of men and the dispatcher shall dispatch such men from the extra list.

Less than standard gangs are defined as follows: Clean up, shore-off, lashing down gangs and barge gangs.

16. Gangs, whenever possible, shall be notified by the foreman in charge on or before 2:00 p.m. as to whether or not they will be re-ordered back for the following day.

17. The first gang dispatched will be placed in the first hatch working, numbered from the bow; the second gang dispatched will be placed in the second hatch working, etc., until all the gangs are placed in this order.

18. Gangs will not be shifted from one ship to another ship but will be released and again cleared through the hall to the other ship.

19. The first Monday of each month shall be the Union's stop work meeting night and there shall not be any work performed between 6:00 p.m. and 8:00 a.m. the following morning except when finishing a ship, though men may work until 8:00 p.m., but in no event will the men work after 8:00 p.m.

20. Any man checking out or quitting a job cannot take another job for a period of twenty-four hours.

21. The dispatcher shall not dispatch any man under the influence of intoxicating beverages or liquors.

22. All men are to be dispatched through the dispatching hall, as long as the hall is open; gang stewards are to order replacements only when the hall is closed.

23. No one shall take another job when he already has one, provided that other regular men are available.

24. Anyone wishing to change his position on the dispatching list is to remain off the list for twenty-four hours.

25. (a) All men, on completion of a job of six consecutive hours or more in any one period, shall miss one dispatching period before being dispatched to another job.

(b) Any man or gang paid until 12:00 Noon shall miss the 11:30 a.m. dispatching period and any man or gang paid until 4:00 p.m. shall miss the 4:00 p.m. dispatching period, provided that there are other regular men available.

(c) Any man or gangs working after 1:00 a.m. shall miss one dispatching period, provided that other regular men are available.

26. The gangs being dispatched will be filled up with six regular holdmen in each gang, three of which are to work on each side and then the gangs are to be completely filled up from the peg board.

27. Any man redispached in any one straight time day shall be given credit toward his six hour

day of all hours credited previously that day between 8:00 a.m. and 5:00 p.m., provided:

(a) In no case shall overtime based on the six hour day begin before 3:00 p.m.

(b) In no case can credited hours be pyramided on worked hours to reduce the six hours straight time requirements before overtime is payable.

WORKING RULES

1. There shall not be any bumping of outside gangs.

2. The longshoremen shall not work piling or long steel at night unless the operation is properly lighted.

3. The longshoremen will take orders from the foremen and/or company representatives only. Foremen shall not perform longshore work.

4. In the interest of safety, each gang shall check the rigging of their own hatch.

5. No ship's men shall do dock work.

6. The minimum gang shall consist of ten men and is not to be split up under any circumstances. When regular ship's gangs, augmented by winch drivers, are ordered solid, the gang must be kept intact for the balance of the shift; however, this does not apply when the additional winch drivers are ordered as extra men.

7. Procedure for the releasing of gangs: The gang originally starting a gear shall be entitled to all the work of that gear, provided that:

(a) Gang shall shift to another hatch or hatches as may be required.

(b) Any gear standing idle for one complete shift

(exclusive of night work) shall be termed "open gear" and no gang shall have a prior claim thereto.

(c) Only their original gear belongs to a gang. If the gang shifts away from their starting point they shall shift back when work is resumed there, provided it is not "open gear," but shall have no claim on the work in any other hatch which they were shifted.

(d) This rule shall not conflict with Section 2-C of the Coast Longshore Agreement.

8. If less than the number of dock men on the job are to be retained, preference shall be given to the men in their order on the list, and in shifting to Gondolas the first bull driver or drivers will become the car pushers.

9. Dock men, not servicing a ship, will be laid off at the end of the shift on Sunday or in the case of night men they will be laid off Monday morning when the shift is completed.

10. Dock men will be laid off with the ship gangs they service unless only one set of dock men are working, in which case they will remain on the job with any ship gang that is to be serviced by dock men.

11. Bull drivers are not to haul more than two (2) loads at a time to and from the ship's gear.

12. Any replacements shall take the order on the list of the men that are to be replaced and also the job of the men that are replaced.

13. When the longshoremen are loading lumber, logs, piling or lumber products out of the water, the penalty shall continue during lashing down, rigging,

building catwalks, or any operation that compels the men to work on these cargoes until covered.

14. (a) Five men constitute a clam shell gang—one hatch tender, one winch driver on double winches, 2 riggers, or trimmers and one dumper.

(b) Fifteen men constitute a bucket gang—one hatch tender, one winch driver on double winches, twelve shovelers and one dumper.

(c) On single winches one more winch driver will be added, to clam or bucket gangs.

15. Where it is necessary to make a replacement the replacement's overtime shall begin only after he has worked six straight time hours or unless during normal overtime hours, except where he replaces a sick or injured man or relieves a man going on official Union business. In the event of a replacement for sickness, injury or official Union business the replacement's overtime shall start when the replaced man's overtime would have started had he remained on the job.

16. Night gangs not worked later than 1:00 a.m. must be released except that men or gangs worked until midnight on a Saturday night or a night preceding a holiday may be ordered back for the following night.

Day men or gangs not working until 3:00 p.m. must be released. However, on Sundays or holidays men or gangs need not be held until 3:00 p.m. in order to be eligible for a come back order for the following morning; however, if a shortage of men arises during such an interval, consideration should be given to the need of releasing men.

17. Day men or gangs shall be knocked off at 5:00 p.m. on Saturdays provided that longshoremen shall work past 5:00 p.m. to finish a ship to shift or sail and men working on the dock shall work past 5:00 p.m. in order to complete handling of cargo necessary to allow a ship to shift or sail.

18. The employer shall have the right to stand by men on the job, but their time shall continue at the full rate, straight or overtime, as the case may be.

19. When men are ordered back after a meal hour they shall be paid the actual time worked with a minimum of two hours.

20. Meal hours shall be any one hour between :

- (a) 5:00 a.m. and 7:00 a.m.
- 11:00 a.m. and 1:00 p.m.
- 5:00 p.m. and 7:00 p.m.
- 12:00 Midnight and 1:00 a.m.

and men shall have one full hour for meals within the hours specified, except as provided in (b) of this section.

(b) If men are kept at work past the entire meal period, the rate of pay applicable to the second meal hour shall be continued until the men are allowed a meal hour or released from work. Upon returning from the meal hour the regular straight or overtime rate of pay, as the case may be, shall apply. Men shall not be paid for the hour while eating.

21. When men travel to a ship in the stream, time shall be paid from the time men are ordered to the dock until they return to the same dock, or a dock in the immediate area, provided they report at the same time ordered. Such time shall be paid at the

**AMENDED SCHEDULE—TRAVEL TIME AND TRANSPORTATION
ALLOWANCES FOR IL&WU—PUGET SOUND AREA**

From	To	Round Trip		Total Tr. Time		Travel Time		Total
		Fare		Both Ways	Allowance	\$		
Everett	Mukilteo	\$0.50		1 hour		\$ 1.82		\$ 2.32
Everett	Anacortes	2.76		3 hrs. 15 min.		5.91		8.67
Everett	Bellingham	2.76		4 hrs. 15 min.		7.73		10.49
Everett	Seattle	1.27		2 hrs. 30 min.		4.55		5.82
Everett	Tacoma	2.70		4 hrs. 45 min.		8.64		11.34
Everett	Olympia	3.85		7 hrs.		10.92		14.77
Everett	Aberdeen	5.87		10 hrs. 15 min.		14.56		20.43
Everett	Raymond	5.98		12 hrs.		16.56		22.54
Everett	Port Gamble	2.43		3 hrs. 30 min.		6.37		8.80
Everett	Holmes Harbor	1.92		2 hrs. 30 min.		4.55		6.47

basic rate, straight or overtime as the case may be, and shall count toward the six hour day.

22. When men are required to leave their home port they shall receive meals and lodging at the rate of \$1.25 for each meal and \$2.25 for each night's lodging. When men are working outside their home port or in the stream they shall receive a free meal or the meal allowance where they are working before the meal hour and are required to continue working after the meal hours. Where men are required to stay overnight at a port outside the jurisdiction of Local 32, they shall receive payment for a night's lodging plus breakfast.

23. (a) When lining ships there shall be at all times at least one hatch tender, one winch driver and two sling men, in addition to the liners required by the employer.

(b) One deck man shall be added to the operation when three or more gangs are working both ends of the ship simultaneously.

24. Extra longshoremen shall work ship, or dock or barge, in connection with such ship, but shall not be shifted to dock to do trucker work.

25. Men shall not be required to work in refrigerated compartments while blowers are circulating air therein.

Hatch tents shall be rigged, whenever possible, when cold storage hatches are working in the rain.

Cold storage compartments are to be opened thirty minutes before the men are required to commence work therein.

It is understood that this Section shall not apply to cool rooms.

When cold storage is to be worked the employer shall notify the dispatcher and the dispatcher shall notify the men.

26. A hatch tender shall be used for a signal man when stowing winch or bull winch operators cannot see the complete operation they are performing. This also applies to winch or windlass operators on jumbo and heavy lift guys.

27. There shall be a minimum of one pusher bull and one blocker for two or less gangs working direct to or from cars. When three or more gangs are working direct to or from cars, two pusher bulls and two blockers shall be employed.

28. When a man fails to show up for work within fifteen minutes after the starting time on any job a replacement will be called and if the replacement shows up within thirty minutes after the starting time he will be paid from the starting with the rest of the gang or men.

Employers:

M. G. RINGENBERG
WALTER S. DAILEY
D. W. CORNELL

Employees:

I. E. STEVENS
LAURANCE KEATTLEY
JOHN CASPERSON

WORKING AND DISPATCHING RULES FOR THE PORT OF BELLINGHAM

The following working and dispatching rules for longshore and dock work are a part of the Coastwise Longshore Agreement of December 17, 1948, between the International Longshoremen's and Warehousemen's Union and the Waterfront Employers Association of the Pacific Coast. These rules are effective on and after March 19, 1949.

DISPATCHING RULES

1. The hiring hall shall be open on week days from 7:30 a.m. until 5:00 p.m., except Saturdays on which the hall will be open from 7:30 a.m. until 12 noon.

2. The hiring hall shall be closed on Sundays and Holidays; however, exceptions to this rule may be made by the Joint Labor Relations Committee.

3. Starting times of gangs	Notice to dispatcher for gangs on or before	Gangs to be dispatched
Mornings.....	2:30 p.m. of day before	7:30 a.m.
Afternoons	7:30 a.m.	11:00 a.m.
Nights and Holidays	11:00 a.m.	4.00 p.m.
Saturday nights and Holidays	11:00 a.m.	11:00 a.m.
Monday morning	11:00 a.m. (Saturday)	7:30 a.m. (Monday)

4. Where gangs are ordered for a ship by a Com-

pany to report to the hall at 7:00 a.m. or 7:30 a.m. a definite time for gangs to report on the job must be given the dispatcher by 8:00 a.m. Pay for gangs so ordered to report to the job at 9:15 a.m. or prior thereto shall commence when reporting on the job.

If gangs ordered in the hall are ordered at 8:00 a.m. to report to the job later than 9:15 a.m., and do report, at the time ordered, their pay shall commence at 9:15 a.m.

If a definite reporting time is not given the dispatcher by 8:00 a.m. gangs ordered in the hall shall be released at 8:00 a.m. and paid four (4) hours at the straight time rate except on Saturdays when the overtime rate shall be paid.

5. The first Tuesday of each month shall be the Union's stop work meeting night and there shall not be any work performed between 6:00 p.m. and 8:00 a.m. the following morning except when finishing a ship, though men may work until 8:00 p.m., but in no event will the men work after 8:00 p.m.

6. Day men or gangs shall be knocked off at 5:00 p.m. on Saturdays provided that longshoremen shall work past 5:00 p.m. to finish a ship to shift or sail and men working on the dock shall work past 5:00 p.m. in order to complete handling of cargo necessary to allow a ship to shift or sail.

WORKING RULES

1. *Amended Travel Schedule*
2. When men are ordered back after a meal hour they shall be paid the actual time worked with a minimum of two hours.

From	To	Round Trip Fare	Total Travel Time	Tr. Time Allowance	Total
Bellingham	Anacortes	\$2.30	3 hrs.	\$5.46	\$ 7.76
Bellingham	Everett	2.76	4 ¹ / ₄ hrs.	7.73	10.49
Bellingham	Mukilteo	3.16	5 hrs.	9.10	12.26
Bellingham	Blaine	1.25	2 hrs.	3.64	4.89
Bellingham	Seattle	3.16	6 hrs.	10.92	14.08

3. Meal hours shall be any one hour between :

(a) 5:00 a.m. and 7:00 a.m.

11:00 a.m. and 1:00 p.m.

5:00 p.m. and 7:00 p.m.

12:00 Midnight and 1:00 a.m.

and men shall have one full hour for meals within the hours specified, except as provided in (b) of this section.

(b) If men are kept at work past the entire meal period, the rate of pay applicable to the second meal hour shall be continued until the men are allowed a meal hour or released from work. Upon returning from the meal hour the regular straight or overtime rate of pay, as the case may be, shall apply. Men shall not be paid for the hour while eating.

4. When men travel to a ship in the stream, time shall be paid from the time men are ordered to the dock until they return to the same dock, or a dock in the immediate area, provided they report at the same time ordered. Such time shall be paid at the basic rate, straight or overtime as the case may be, and shall count toward the six hour day.

5. When men are required to leave their home port they shall receive meals and lodging at the rate of \$1.25 for each meal and \$2.25 for each night's lodging. When men are working outside their home port or in the stream they shall receive a free meal or the meal allowance where they are working before the meal hour and are required to continue working

after the meal hour. Where men are required to stay overnight at a port outside the Jurisdiction of Local 7 they shall receive payment for a night's lodging plus breakfast.

Signed March 18, 1949.

For the Employers:

W. HINLLIAS
E. W. HANSEN
K. L. HILL

For the Union:

CECIL ARMSTRONG
HARRY W. DANIELS
CHAS. W. OTTO

WORKING AND DISPATCHING RULES FOR THE PORT OF WILLAPA HARBOR

The Labor Relations Committee of the Port of Willapa Harbor, Washington, comprising Raymond, South Bend and Willapa Bay, the Committee composed of representatives of the ILWU Local No. 1 and representatives of the Willapa Harbor Stevedoring Company, in regular session meeting on December 29, 1948, and on March 9, 1949, reports to the Coast Negotiating Committee that the existing practices and working rules of the Port and additional suggestions in compliance with the new Agreement are as follows:

(a) Dispatcher's Qualifications

Nothing in the qualifications shall prohibit the dispatcher from holding some other office in the Union or being Business Agent thereof as long as it does not interfere with the dispatching rules and hours set forth.

(b) Dispatching Rules

1. Hall open 7:00 a.m. to 3:00 p.m. Monday through Friday, 12:00 noon Saturday if no orders from the Company.

2. It has been jointly agreed that due to Willapa Harbor being a Bar Port, the hall will be given 24 hours advance notice of a vessel's arrival.

3. The gangs must be ordered at 3 o'clock the preceding day.

4. The Company may give a direct order or put

them on a 1½ notice for the next day to be dispatched to the job in the dispatching periods 7:00 a.m. to 8:00 a.m. If no call by 8:00 a.m. the gangs cannot go to work before 1:00 p.m. 11:00 a.m. to 11:30 a.m. for a 1:00 p.m. start. 1:00 p.m. to 1:30 p.m. for a 3:00 p.m. start. 2:30 p.m. to 3:00 p.m. for a 4:30 p.m. start. If no call by 3:00 p.m. no work till next day.

5. Night gangs shall be ordered by 11:00 a.m. the day following the notification of work.

6. Extra men and line men and replacements dispatched as soon as possible.

7. No picking on Sundays or Holidays.

(c) Traveling Gangs

1. Night gangs must be ordered by 11:00 a.m. for 7:00 p.m. start if starting on a holiday the gangs must be ordered by 3:00 p.m. the day before.

2. Day gangs for any definite start before 1:00 p.m. must be ordered by 3:00 p.m. the day before.

3. Day gangs to start 1:00 p.m. must be notified by 3:00 p.m. the preceding day and ordered by 9:00 a.m. the day following or gangs will be released.

(d) Standby Time

1. When ordered to the job the men shall be guaranteed 4 hours overtime or straight time as the case may be as per Coast Contract.

2. There is no standby time paid in this port unless by Coast Agreement.

(e) Work Time Stretch

1. As per new Coast Agreement.

(f) Relieving Hatches

1. The ILWU will relieve any hatch, sailors must stay in own hatch.
2. Meal hours as per Coast Agreement.

(g) Line Service

1. No ship line service company being in operation in this Port the work of line service for all ships will be performed as follows, by longshoremen ordered from the ILWU Hall.

2. Deep water vessels. 4 men to tie up a boat, 4 men to shift from one dock to another and 4 men to turn loose.

3. Coastwise vessels. 3 men to tie up a boat, 3 men to shift from one dock to another and 2 men to turn loose.

4. When linemen are called out and do not work the same day they shall be paid the minimum long-shore hours, 4 hours' overtime or straight time as the case may be.

5. When linemen are called out and work in the same day they shall be paid 2 hours' overtime or straight time as the case may be.

6. When shifting ship 2 hours must be paid when working the same day.

7. When shifting and no work is performed the minimum of 4 hours must be paid.

8. This is past practice in this port and shall be future practice until negotiated on a Coast Agreement.

(h) Shifting Time

1. In addition to the meal hour there is one hour free time during straight time hours.
2. No time lost on coastwise vessels or on overtime hours.

For the Employers:

C. E. VANNER

For the Union:

C. A. OLSEN

JOHN GIDEON

WORKING RULES

1. *Stop Work Meeting.* Second Tuesday of each month, with no work between 6:00 p.m. till midnight.
2. The regular lumber gang shall consist of 2 deck men, 8 hold men, 2 slingmen.
3. Timber gangs, when using stowing machines, 6 men in the hold and machine driver if bull winches are used, 2 men from hold can be brought on deck to operate winches leaving 6 men in hold, the men operating the bull winches must be paid same as deck men.
4. *Starting Time.* When previously determined that a vessel shall work 5 hours or less at night, the starting time shall be at 6:00 p.m. otherwise 7:00 p.m. shall be the starting time.
5. Gangs will relieve other hatches during meal hours between 11:00 a.m. and 1:00 p.m. and 5:00 p.m. and 6:00 p.m.

6. Will observe all penalties as per Coast Agreement.

7. All carriers loads of 14 foot Hemlock and over must be split, 16 foot Fir and over must be split.

8. Loads of timbers and fletches must be split to assure safety and workable sling loads for the gang.

9. Shingle loads. 30 bundles regular, 24 bundles royals.

10. When two gangs are working in one hatch the total length of lumber to be taken in hatch shall not exceed 24 feet.

11. Oyster seeds 12 boxes to the load.

12. When tomming up a hatch the gang stays intact and may be moved as a unit from hatch to hatch.

13. Extra men may be used when the Hatch is covered up and the gang is working on the deck to tom up.

SAFETY RULES

1. Each ship must have a safety net under the gang plank.

2. All runners must be clamped to the winches by winch clamps.

3. Heel blocks must have safety straps when winch drivers are in the bite.

4. Winches must be doubled up when they cannot handle the loads safely when singled.

5. The ship company must furnish adequate lights.

6. The inshore must be clear at all times of excess dunnage and other litter.

7. Safety lines must be in deck loads.
8. All hatches must be covered when working deck loads.
9. When a deck load is stowed in such a manner that the winch driver cannot see the signals of the hatch tender, two hatch tenders must be used.
10. Safe gear must be supplied by the stevedoring company.
11. No piccaroons above the rail.

HIRING HALL

1. The W. F. E. must pay a flat rate each month to the expense of the hiring hall.
2. The Company must supply an hourly record of all employees to the dispatcher.
3. The Company must supply the hall available information on ships due.

For the Union:

C. A. OLSEN
JOHN GIDEON

For the Employer:

C. E. VANNER

WORKING AND DISPATCHING RULES FOR THE PORT OF GRAYS HARBOR

The Labor Relations Committee of the Port of Grays Harbor, Washington, comprising Aberdeen and Hoquiam, and the Committee being composed of Representatives of the ILWU Iocal No. 24 and Representatives of the Twin Harbor Stevedoring Co., in regular session meeting on December 8, 1948, and March 9, 1949, propose and suggest to the Coast Negotiating Committee that the existing practices of this Port and suggested Rules in compliance with the new "Agreement," with each party of the Committee suggesting separate Amendments to our existing Working Rules, are as follows, to-wit:

(a) Dispatching Rules

Rules now in force:

(a) Call time day work or night—9:00 a.m. to 11:00 a.m.

(b) Day or night for following day—not later than 3:00 p.m.

(c) Picking hours—10:00 a.m., 11:00 a.m. or 11:45 a.m.

(d) Picking hours for following day or night—4:00 p.m.

(e) Orders for gangs and/or men shall be placed a minimum of one hour before picking hour and gangs and/or men allowed a minimum of one hour

to report for work, extra men, line men, and replacements excepted.

(f) Extra men, line men, replacements—as soon as possible.

Stearnschooners included in above.

(g) *Line Service*. No ship line service company being in operation in this port the work of line service for all ships will be performed as follows:

1. By longshoremen ordered through the dispatcher to the minimum number of four men for taking of lines and two men for letting go of lines and four men for shifting from 8:00 a.m. to 5:00 p.m. on week days with a minimum of two hours' pay on straight time base pay from 8:00 a.m. to 3:00 p.m. and overtime pay from 3:00 p.m. to 8:00 p.m. and on Saturdays.

2. For coastal vessels, of the type of old "Stearnschooners," barges, tugs and small craft, a minimum of two men shall be called.

3. Men for line service for other time from 5:00 p.m. to 8:00 a.m. week days, on Sundays and holidays, shall be procured at the discretion of the foreman representing the Employer with a minimum of two hours' pay, with a minimum of four men, except for small craft as in No. 2. In moving ship the foreman shall give preference to hook on men as line men.

4. *Line Service*. These are the minimum hours for line service in this port in past practice. Any increase in minimum hours shall be made by the Coast Negotiating Committee.

(b) General Working Rules

1. *Regular Gang*—2 Deck Men, 2 Siderunners, 6 men in the Hold, 2 Sling Men. When extra winch driver or rail monkey is required he becomes part of said gang. In the event of a transfer to another hatch these men will be part of gang. Other extra men to work only as required with minimum of four hours.

2. *Clam Gang*—2 Deck Men, 1 Machine Driver, 5 Men. When shoveling cargo 7 additional hold men must be ordered, with a minimum of four hours.

3. *Pulp Gang*—not less than 9 Hold Men.

4. We observe all penalties as per Coast Agreement.

5. All regular gangs remain intact as dispatched.

6. Low gang No. 1 Hatch, etc.

7. *Sailor Hatch*—Replacements are part of gang.

8. *No starting time* at 1:00 a.m. unless starting ship and after stop work meeting.

9. *Shifting Ship*—No time lost on overtime. The maximum of two hours during straight time shall be allowed for shifting between Bay City Mill, Blagen Mill, Polson Mill, in the Hoquiam River. Other ship shifts shall be allowed one hour during straight time hours.

10. *Meal Hours*—12:00 to 1:00.

11. *Traveling Gangs*—Gangs shall abide by the Port Rules including enforcement of Coast Safety Working Rules.

12. *Meetings*—Second and fourth Tuesday of each month. First meeting shall be a stop work meeting, no work from 6:00 p.m. to 12:00 Midnight.

13. *Safety Rules*—No man shall go below deck until all gear is trimmed and hatches and strongbacks removed. We have been observing all Safety Rules and have been and will abide by the Coast Safety Rules.

14. *Load Limits* of lumber shall remain as at present which include:

(a) Carrier Loads over 14 feet split.

(b) Timbers—2 pieces 12 x 12, 30 feet in length or over; 2 pieces 14 x 14, 30 feet in length or over; 1 piece 16 x 16, 30 feet in length or over.

(c) Shingles—30 bundles to a load.

15. *Starting Time*—When previously determined that any vessel shall work 5 hours or less at night the starting time shall be 6:00 p.m., otherwise 7:00 p.m. shall be starting time.

16. *General Working Rules*—Whenever two (2) gears are working in one (1) hatch the combined length of the loads shall not exceed 24 feet in length, the combined length of load shall leave not less than 12 feet clearance between hatch combings inside measure. No two loads to be hoisted or lowered at the same time.

For the Union:

E. W. JOHNSON

WALTER BURDETT

WALDEMAR KAIYALA

For the Employers:

FRANK O. HILL

WM. H. DELANTY

WORKING AND DISPATCHING RULES FOR THE PORT OF OLYMPIA

The following working and dispatching rules for longshore work is a part of the Coastwise Longshore Agreement of December 17, 1948, between the International Longshoremen's and Warehousemen's Union and the Waterfront Employers Association of the Pacific Coast, and the Olympia Agreement of February 24, 1949, between the International Longshoremen's and Warehousemen's Union, Local 47, and the Waterfront Employers of Olympia, Washington. These rules are effective on and after March 1, 1949.

The Labor Relations Committee of the Port of Olympia, Washington, comprising the Committee being composed of representatives of the ILWU, Local No. 1-47 and representatives of the Olympia Stevedoring Co., in regular session meeting February 24, 1949, suggest to the Coast Negotiating Committee that the existing practices of this port on Dispatching and Working Rules are as follows, to-wit:

1. *Hall Hours*—7:00 a.m. to 5:00 p.m. on week days. Will close 12:00 noon on Saturdays if no orders. Will open Sundays in an emergency.

2. *Telephones*—Hiring Hall, 5915. Local stevedore, phone 8855.

3. *Regular Picking Hours*—7:30 a.m., 11:00 a.m., 4:00 p.m.

4. *Other Picking Hours*—Extra men and replacements to be secured at any time the hall is open.

5. *Ordering Gangs—Local Gangs*—7:00 a.m. to 3:00 p.m. of day prior for day work.

By 2:00 p.m. for work the same night.

By 9:00 a.m. for 1:00 p.m. start.

By 2:00 p.m. of day prior for Sunday or holiday work.

Out of Town Dispatches—All orders for out of town work shall be received by 11:00 a.m. for night work; 2:00 p.m. for work the following day.

6. *Meal Hours*—Meal hours shall consist of one hour at the following schedule of hours:

11:00 a.m. to 1:00 p.m.

5:00 p.m. to 7:00 p.m.

11:00 p.m. to 1:00 a.m.

5:00 a.m. to 7:00 a.m.

7. *Relieving Hatches*—Will relieve any hatch including sailor hatch.

8. *Ship Shifting*—No shifting required.

9. *Number of gangs in port*—Eight gangs as allocated by Puget Sound Committee.

10. The Union shall be entitled to one night per month for membership meeting purposes. This meeting shall be on the second Tuesday of each month and no work other than emergency work (so determined by the Joint Labor Relations Committee) shall be performed from 6:00 p.m. Tuesday to 1:00 a.m. Wednesday. If the Union desires to alter the regular meeting night, written notice shall be given the employers one week in advance of the new date desired, or the regularly scheduled date, whichever is first.

11. Where gangs are ordered for a ship by a com-

pany to report to the hall at 7:00 a.m. or 7:30 a.m. a definite time for gang to report on the job must be given the dispatcher by 8:00 a.m. Pay for gangs so ordered to report to the job at 9:15 a.m. or prior thereto shall commence when reporting on the job.

If gangs ordered in the hall are ordered at 8:00 a.m. to report to the job later than 9:15 a.m. and do report at the time ordered, their pay shall commence at 9:15 a.m.

If a definite reporting time is not given the dispatcher by 8:00 a.m., gangs ordered in the hall shall be released at 8:00 a.m. and paid four hours at the straight time rate, except on Saturdays when the overtime rate shall be paid.

12. Gangs available for work shall report to the hall by telephone as directed by the dispatchers at each of the dispatching periods; extra board men shall report in the hall at the regular dispatching periods, as the dispatchers direct.

13. Gangs finishing a ship during hours the hall is open shall communicate with the dispatcher for orders. Each hatch tender shall turn in the earnings of his gang as soon as the job is completed. Night gangs, when not ordered back to the job when released, shall telephone for orders at the first opportunity.

14. Gangs and men ordered to start work at 8:00 a.m. for out of town work shall be dispatched at the evening dispatching period of the previous day.

15. The dispatcher shall not dispatch any man under the influence of liquor.

16. On overall ship gangs, the employer will travel

gangs from other Puget Sound ILWU ports to Olympia, if such gangs are available, prior to getting men off the street.

17. When the dispatcher starts to call or dispatch gangs for any ship, all gangs for that ship having the same starting time must be dispatched before another job is called.

18. No man is to be dispatched for work when there is penalty against him until all members in good standing have been dispatched.

19. Men who refuse a job or quit a job shall not be dispatched again for a period of twenty-four (24) hours.

20. Any man redispached in any one straight time day shall be given credit toward his six hour day of all hours credited previously that day between 8:00 a.m. and 5:00 p.m. provided:

(a) In no case shall overtime based on the six hour day begin before 3:00 p.m.

(b) In no case can credited hours be pyramided on worked hours to reduce the six hours straight time requirement before overtime is payable.

21. When any man changes his position from gang to extra board, or vice versa, he must remain in last position at least 30 days.

22. Any man reporting to the job under the influence of liquor or failing to report to the job when dispatched will be penalized under the terms of the Agreement.

23. All shortage slips shall be turned over to the business agent of the Union for adjustment.

24. All men working from the Joint Dispatching

Hall are to be governed by the rules of the Joint Labor Relations Committee.

25. Being on the job is the responsibility of the man dispatched. If sickness prevents reporting on the job, the hiring hall must be called: Phone 5915 for a replacement.

26. Failure to report on the job after being dispatched will result in your being cited before the local for trial.

27. All gangs shall consist of twelve men including double winch driver.

28. All members of the local shall be dispatched from within those available without favoritism or discrimination.

29. All gangs shall remain as adopted by the local for 90 day periods. Any change in personnel shall be granted by the membership at their regular meetings. Any member desiring to be released from a gang may do so by obtaining the signatures of any seven men in said gang. Any member may also be released by a majority vote of the membership of the local.

30. No transfer of gangs from ship to ship except in emergency or to finish a ship. In no case shall gangs be transferred to start a new ship.

31. In making transfer of gangs from ship to ship, the high gang will be transferred and on completion of the ship they shall return to their former job.

32. That notice be given in calling gangs back that are working in other ports and that a definite assignment and starting time be given all gangs before such call back is made.

33. No gangs shall be broken aboard ship or otherwise except in an emergency and then by the dispatcher only.

34. That at least one Olympia foreman be placed on each ship loading at Olympia.

35. That slingers on dock be covered by Federal insurance when taken aboard ship in line of duty.

36. That there shall be no reduction in wages during any assigned shift for a stowing machine driver.

37. Any member of Local 1-47 taken from his regular gang or job in the case of a rush or shortage of members shall have the right to return to his respective place upon completion of job. This to also include walking bosses.

38. Extra board men to fill all vacancies when available. After the extra board has been exhausted, replacements shall be chosen from the next high gang not on call.

39. All men shall be dispatched by the dispatcher except in case of an emergency that the dispatcher is not available after picking hours or on Sundays or holidays. At such times the foreman shall be allowed to fill the vacancies. If possible, such replacements shall be reported to the dispatcher upon his return and shall be subject to his approval.

40. Any member being on official business of the local shall be entitled to return to his job the following day. This shall not apply to members that are called off of job for one or two hour meetings.

41. No member shall be assigned to a regular gang

as hatch tender unless he is a competent double winch driver.

42. The dispatcher shall be notified not less than two hours in advance of picking time so as to give the members due notice to assemble for dispatch; also that the dispatcher be notified not later than 3:00 p.m. for a 7:30 a.m. dispatch.

43. Deck crew shall not leave the hatch until all members of the gang are out of the hold.

44. Safety factor and working conditions shall govern the splitting of all loads of lumber:

(a) All full loads of lumber 18 feet or longer shall be split.

(b) All loads of lumber shall be split if necessary for the following reasons:

1—To hoist over deck load.

2—When working off tables.

3—When men in the hold are unable to move loads on rollers.

45. Loads of general cargo on slingboards not to exceed 2100 pounds.

46. If jumbo boom is being used and men are called out of hold to drive extra winches or tend burton, these men are to be replaced in the hold.

47. Side-runners to be left in hold of ship as long as work is in progress.

48. No man to be allowed to come out of hold to drive winch or bull winch unless dispatcher passes his o.k.

49. No man to leave his job within one hour after calling for replacement.

50. That hatchtenders and winch drivers stay in contact with the gang at all times.

51. To have one man in the hold with cat-driver at all times.

52. That all men in gangs work as a unit where it applies to shoring off, this includes slingmen.

53. The question of day off be taken up at a future date and due notice given.

54. When a vessel is starting work, the night shift will start at 7:00 p.m. or later and the day shift at 8:00 a.m. or later; provided, that succeeding shifts will start at either 7:00 p.m. or 8:00 a.m. but not later.

55. Where it is necessary to make a replacement, the replacement's overtime shall begin only after he has worked six straight time hours or unless during normal overtime hours, except where he replaces a sick or injured man or relieves a man going on official Union business. In the event of a replacement for sickness, injury, or official Union business, the replacement's overtime shall start at the time when the replacement's overtime would have started had he remained on the job.

56. Night gangs not worked later than 1:00 a.m. must be released except that men or gang worked until midnight on a Saturday night or a night preceding a holiday may be ordered back for the following night.

Day men or gangs not working until 3:00 p.m. must be released. However, on Sundays or holidays men or gangs need not be held until 3:00 p.m. In order to be eligible for a come-back order for men if

it arises during such an interval, consideration should be given to the need of releasing men.

57. Dock workers shall be inside the dock and men working aboard ship shall be adjacent to the gangplank at starting time.

Men and gangs shall turn to upon orders of the employer whether or not the man carrying the dispatching slip has arrived. However, the employer is not obligated to turn gangs to unless filled to at least eighty per cent of capacity, unless the operation can be carried on properly with the men actually there.

58. The employer shall have the right to stand men by on the job but their time shall continue at the full rate, straight or overtime, as the case may be.

59. Men who are ordered to a job and who report to work shall receive a minimum of four hours work or four hours straight or overtime pay, as the case may be. Men who are discharged for cause or quit shall only be paid for their actual working time.

Where men have completed a job for one employer, a four hour minimum shall apply to the next job.

60. Men performing any work between 1:00 a.m. and 5:00 a.m. shall receive a minimum of four hours pay.

61. When men are ordered back after a meal hour they shall be paid the actual time worked with a minimum of two hours.

62. When men are required to work more than five consecutive hours without opportunity to eat, they shall be paid time and one-half straight or overtime rate, as the case may be, for all time worked in

excess of five hours. When such time is paid, the rate shall continue until the men are released or given an opportunity to eat.

63. If men are kept at work past the entire meal period, the rate of pay applicable to the second meal hour shall be continued until the men are allowed a meal hour or released from work. Upon returning from the meal hour the regular straight or overtime rate of pay, as the case may be, shall apply. Men shall not be paid for the hour while eating.

64. Travel time shall be at the straight time rate.

65. When men travel to a ship in the stream, time shall be paid from the time men are ordered to the dock until they return to the same dock, or a dock in the immediate area, provided they report at the time ordered. Such time shall be paid at the basic rate, straight or overtime, as the case may be, and shall count toward the six hour day. Such time as is consumed in going to or from a ship in the stream shall not count toward the nine or eleven hour day or the five hour work limit, and no penalty time shall be payable while men are enroute.

66. Men traveling to outside ports shall work under the conditions and Joint Local Rules in those ports. There shall be no free time for shifting other than the meal hour.

67. Travel time or shifting time allowed in this section shall not count toward the nine or eleven hour day, the six hour straight time requirement, or the five hour work limit.

69. When men are required to leave their home port they shall receive meals and lodging at the rate

ROUND-TRIP TOTAL

From	To	Fare	Travel Time Both Ways	Travel Time Allowance	Total
Olympia	Aberdeen	\$2.24	3 hrs. 40 min.	\$ 6.67	\$ 8.91
Olympia	Raymond	3.05	5 hrs. 30 min.	10.01	13.06
Olympia	Tacoma	1.32	2 hrs. 10 min.	3.94	4.26
Olympia	Seattle	2.59	5 hrs.	9.10	11.69
Olympia	Everett	3.85	7 hrs.	10.92	14.77
Olympia	Mukilteo	3.86	6 hrs. 40 min.	10.92	14.78
Olympia	Anacortes	6.61	10 hrs. 20 min.	14.56	21.17
Olympia	Bellingham	5.75	11 hrs. 30 min.	14.56	20.31
Olympia	Port Gamble				

Travel time to Port Gamble to be ascertained.

of \$1.25 for each meal and \$2.25 for each night's lodging. When men are working outside their home port they shall receive a free meal or the meal allowance as outlined above where they are working before the meal hour and are required to continue working after the meal hour.

70. Where men are required to work beyond the nine hour shift at a port outside the jurisdiction of Local 47, they shall receive payment for a night's lodging plus one meal.

71. Regular gangs are to take job assignments as they come up, with the definite understanding that there is no such thing as steady day or night gangs.

72. The makeup of short gangs shall be determined by the Joint Labor Relations Committee.

73. When lining ships there shall at all times be at least one hatch tender, one winch driver and two front men, in addition to the liners required by the employer.

74. When cold storage is to be worked the employer shall notify the dispatcher and the dispatcher shall notify the men.

75. The gang originally starting a gear shall be entitled to all the work of that gear provided that:

1—Gang shall shift to another hatch or hatches as may be required.

2—Any gear standing idle for one complete shift (exclusive of night work) shall be termed "open gear" and no gang shall have a prior claim thereto.

3—Only their original gear belongs to a gang. If the gang shifts away from their starting point they

shall shift back when work is resumed there, but shall have no claim on the work in any other hatch to which they were shifted.

76. Extra longshoremen shall work ship, or dock or barge, in connection with such ship, but shall not be shifted to dock to do trucker work.

77. Where loads have already been landed on deck awaiting removal to dock or stowage in holds, such loads should be hooked on to by men already aboard ship rather than the slingman.

78. Slingmen shall put on load covers at ship's hook when required. Slingmen shall move empty four wheelers under ship's hook when required.

79. Cold storage compartments are to be opened thirty minutes before the men are required to commence work therein.

80. A hatch tender shall be used for a signal man when stowing winch or bull winch operator cannot see complete operation. This also applies to winch or windless operators on jumbo and heavy lift guys.

81. When longshoremen are required to haul ship in addition to their regular cargo handling, they shall receive two hours' pay straight or overtime as the case may be, for each time the ship is hauled, in addition to the regular pay they receive for cargo handling.

82. The Employers shall have the right to move heavy lifts, dunnage, and lining material, long steel booms and ship repair parts directly from truck to ship and/or ship to truck without first placing on the floor of the dock before it is to be loaded into the ship or placed on the dock in the process of discharge.

83. No lumber products or piling shall be handled out of water except during daylight hours.

84. Longshoremen shall rig and operate jumbo or heavy lift gear when required, exclusive of going aloft.

85. Barge or scow work when working in connection with ship's gear or crane shall constitute stevedore's work. All other barge or scow work shall constitute dock work.

86. All cranes aboard vessels (ships, barges, or scows) shall be operated by longshoremen.

87. There shall be a minimum of one hatch tender, two slingmen, and four longshoremen working with all cranes loading or unloading ships, barges, or scows.

88. On bulk cargo handled to or from scows and barges the makeup of the gang will be determined by the Joint Labor Relations Committee.

89. Foremen, checkers and other supervisory employees shall not perform longshore work in the Port of Olympia.

For the Union:

(signed) FRANK M. ANDREWS

(signed) OSCAR BAUSCH

(signed) F. G. HEATH

For the Employer:

(signed) D. F. STEWART

TABLE OF LONGSHORE STRAIGHT TIME, OVERTIME AND PENALTY HOUR WAGE RATES FOR WORKING GENERAL AND PENALTY CARGOES—PACIFIC COAST

The table below shows wage rates payable under various conditions of straight time, overtime and time and one-half of overtime, and when working the various penalty cargoes. (See Section 5 (a) of the agreement for a listing of the conditions under which the overtime rate and time and one-half the overtime rate are payable.)

The rates shown under the heading "Schedule A. No Skill Differential" are the rates applying to all men who receive no skill differential.

The rates shown under the heading "Schedule B. 10c Skill Differential" are the rates applying to those skilled gang members and gang bosses who receive a 10c per hour straight time differential. (See Section 5 (b) of the agreement for a listing of these men in each port area.)

The rates applicable to skilled men who receive skill differentials of 15c, 20c and 35c (see Section 5 (b) for a list of these men) are not shown in the table. Their rates may be easily figured as follows: Add the following amounts to the amounts shown in "Schedule A. No Skill Differential."*

	I	II	III
	S. T.	O. T.	1½ x O. T.
For men with 15c skill differential.....	.15	.225	.3375
For men with 20c skill differential.....	.20	.30	.45
For men with 35c skill differential.....	.35	.525	.7875

The rates shown in the table below are payable to gang members, including dockmen, except as noted.

Penalty Commodities and Conditions of Work	Schedule A No Skill			Schedule B 10c Skill		
	I	II	III	I	II	III
When working cargo which takes no penalty.....	S. T.	O. T.	1½x O. T.	S. T.	O. T.	1½x O. T.
BULK CARGOES (except as may be specified elsewhere)	1.82	2.73	4.095	1.92	2.88	4.32
Shoveling: all commodities except on commodities earning higher rate.....	2.02	3.03	4.545	2.12	3.18	4.77
Grain: to Boardmen only.....	2.12	3.18	4.77	2.12	3.18	4.77
Sulphur, soda ash and crude untreated potash....	2.27	3.405	5.1075	2.37	3.555	5.3325
Bones, untreated or offensive.....	2.62	3.93	5.895	2.72	4.08	6.12
Phosphate rock	2.12	3.18	4.77	2.22	3.33	4.995
"TEN CENT" PENALTY CARGOES						
When handled in lots of 25 tons or more (see alphabetical listing below).**	1.92	2.88	4.32	2.02	3.03	4.545
LEAKING OR SIFTING CARGOES (because of damage or faulty containers)						
Aniline dyes, fish oil, whale oil and Oriental oils in drums, barrels or cases; lamp black....	1.92	2.88	4.32	2.02	3.03	4.545
CREOSOTED PRODUCTS OUT OF WATER (to hold men and boom men only)						
Hold men	2.02	3.03	4.545	2.02	3.03	4.545
Boom men				2.12*	3.18	4.77

*And side runner, only when used.

WORKING IN CRAMPED SPACE (to hold men only). All paper and pulp in packages weighing 300 lbs. or over per package, only when winging up, and when stowing in forepeaks, after peaks and special compartments other than regular cargo spaces. (This does not apply to rolls.).....

1.92 2.88 4.32 1.92 2.88 4.32

Loading cargo in hold on top of bulk grain, or covering logs or piling with lumber products when there is less than 6 ft. of head room..
To side runners, when used.....

1.92 2.88 2.02 1.92 2.88 4.32

2.02 3.03 4.545

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DAMAGED CARGO***

2.67 4.005 6.0075 2.77 4.155 6.2325

EXPLOSIVES—When working Class A explosives as defined by Interstate Commerce Commission regulations (Topping's Manual)—all men working ship and barge.....

3.64 5.46 8.19 3.74 5.61 8.415

FIRE. For gang working hatch when fire is burning or cargo smouldering in a hatch.....

3.02 4.53 6.795 3.12 4.68 7.02

***CALCULATION OF SKILL DIFFERENTIALS IN CERTAIN SPECIAL INSTANCES**. There are several exceptions to the above procedure for computing rates for men entitled to skill differentials of 15c and above: Those skill rates in the case of stowing bulk grain are the same as those for shoveling; in the case of handling creosoted products out of water, the rates are the same as in handling other logs and lumber out of water; and in the case of stowing in cramped quarters, the skilled gang members receive only their skill differential and no cargo penalty.

***TEN CENT** PENALTY CARGOES

Alfalfa meal

Bones, untreated or offensive, in sacks

Caustic soda in drums

Celite & Decalite in sacks

Coal in sacks

Cement

Cresote when not crated

Cresoted wood products unless boxed or crated

Following fertilizers in bags:

Tankage, animal, fish, fishmeal, guano, blood meal and bone meal

Glass, broken, in sacks

Green hides

Herring, in boxes and barrels

Lime, in barrels and loose mesh sacks

Lime, dehydrated, in sacks

Lumber, logs and lumber products loaded out of water

Lumber, chemically treated, uncrated

Meat scraps in sacks

Nitrates, crude, untreated, in sacks

Ore, in sacks

Phosphates, crude, untreated, in sacks

Plaster, in sacks, without inner containers

Refrigerated cargo: Handling and stowing refrigerators space meats, fowl and other similar cargoes to be transported at temperatures of freezing or below in the boxes. (In

lots of 25 tons or more, or if job lasts one hour or more, penalty to apply on all time worked on refrigerator cargo.)

Sacks: Loading only and to apply to the entire loading operation where table or chutes are used and the men are handling sacks weighing 120 lbs. or over on the basis of one man per sack.

Salt blocks in sacks.

Scrap metal in bulk and bales, excluding rails, plates, drums, carwheels and axles.

Soda ash in bags

Sulphur, dehydrated, in sacks

***DAMAGED CARGO

Cargo badly damaged by fire, collision, springing a leak, or stranding, for that part of cargo only which is in a badly damaged or offensive condition.

Cargo damaged from causes other than those enumerated above, shall, if inspection warrants, pay the damaged cargo rate or such other rate as determined by the Port Labor Relations Committee for handling that part of the cargo only which is in a badly damaged or offensive condition. This provision shall apply only to individual consignments which are damaged and shall not empower any committee to add to or detract from the penalty cargo rates herein specified.