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**PACIFIC COAST
LONGSHORE
CONTRACT DOCUMENT
1966-1971**



ILWU-PMA

**PACIFIC COAST
LONGSHORE
CONTRACT
DOCUMENT**

July 1, 1966 - July 1, 1971

Between

**INTERNATIONAL LONGSHOREMEN'S
AND WAREHOUSEMEN'S UNION**

And

PACIFIC MARITIME ASSOCIATION

Name.....

**INSTITUTE OF INDUSTRIAL
RELATIONS LIBRARY**

Port.....

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**UNIVERSITY OF CALIFORNIA
BERKELEY**

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Social Security No.....

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PACIFIC COAST LONGSHORE CONTRACT DOCUMENT

THIS CONTRACT DOCUMENT, dated July 1, 1966, is by and between Pacific Maritime Association (hereinafter called "the Association"), on behalf of its members (hereinafter designated as "the Employers" or the "individual employer"), and the International Longshoremen's and Warehousemen's Union (hereinafter designated as "the Union"), on behalf of itself and each and all of its longshore locals in California, Oregon and Washington (hereinafter designated as "longshore locals") and all employees performing work under the scope, terms and conditions of this Contract Document. This Contract Document is a part of the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement.

The parties hereto are the International of the International Longshoremen's and Warehousemen's Union and the coastwise Pacific Maritime Association. All property rights in and to the Agreement, including this Contract Document for longshoremen, are entirely and exclusively vested in the Pacific Maritime Association and the International Longshoremen's and Warehousemen's Union respectively, and their respective members. In the case of the International Longshoremen's and Warehousemen's Union, a majority of the members of both the individual and combined locals covered by the Agreement shall be necessary to designate any successor organization holding property rights and all benefits of the Agreement, and if an election is necessary to determine a majority of both individual and combined locals in order to establish the posses-

sors of all rights and benefits under this Agreement, such election shall be conducted under the auspices and the supervision of the Coast Arbitrator provided for in Section 17, provided that such designation or election is not in conflict with any paramount authority or lawful or statutory requirements.

SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND ASSIGNMENT OF WORK TO LONGSHOREMEN

1.1 All movement of cargo on vessels of any type or on docks or to and from railroad cars and barges at docks shall be covered by this Contract Document and all labor involved therein is assigned to longshoremen with the exceptions and enlargements set forth in this Section 1. 1

1.11 This Contract Document covers the movement of outbound cargo only from the time it enters a dock and comes under the control of any terminal, stevedore, agent or vessel operator covered by this Contract Document and covers movement of inbound cargo only so long as it is at a dock and under the control of any vessel operator, agent, stevedore, or terminal covered by this Contract Document. 2

1.2 Dock work provisions. 3

1.21 The Employers are not required to perform the following dock work, or any parts thereof: 4

- (a) High piling cargo and breaking down high piles of cargo,

- (b) Sorting of cargo,
- (c) Movement of cargo on the dock or to another dock,
- (d) The removing of cargo from cargo boards,
- (e) Building any loads of cargo on the dock,
- (f) Multiple handling of cargo.

However, when an employer chooses to perform any such dock work, it is work covered by this Contract Document and is assigned to longshoremen. Carriage of cargo between docks by barge or rail or by trucks on public roads is not longshore work.

1.22 Cargo received on pallet, lift, or cargo boards, or as unitized or packaged loads shall not be rehandled before moving to ships' tackle, unless so directed by the employer. 5

1.23 Any load of cargo discharged from a vessel may be dock stored just as it left the hatch. 6

1.24 Any standard maximum load of cargo, as set forth in Appendix I, discharged from a vessel may be rearranged if necessary in order to be doubled up or high piled. Such cargo shall not be considered high piled unless stored more than two loads high. 7

1.25 Cargo may be removed by the consignee or his agent, without additional handling by longshoremen except for breaking down high piles and any other work as the employer may choose to have done under 1.21. 8

1.26 If jurisdictional difficulties arise in connection with the performance of dock work, whatever jurisdictional agreements are reached shall not result in multiple handling. 9

1.27 Provisions relating to sorting or sub-sorting cargo to marks shall not prohibit a drayman from taking or rearranging such already sorted cargo for the purpose of properly loading his truck. 10

1.28 Masonite, hardboard and similar commodities are not high piled if the commodity is dock stored for delivery to a truck in piles not to exceed approximately six (6) feet in height. 11

1.3 Any class of seamen in the employ of a vessel operator may do the work herein assigned to longshoremen that such seamen in their class now do, or may do, by practice arrived at by mutual consent of the parties or the Joint Coast Labor Relations Committee. 12

1.4 The Union may at any time, in general or limited terms, waive in writing the right of longshoremen to do any portion of the work herein assigned to longshoremen or so accept an interpretation of such assignment, and to the extent and for the time that such waiver or interpretation is accepted by the Association in writing the employer may assign or permit assignment of excepted work to any other class of workers consistent with such waiver or interpretation. Among the waivers and interpreta- 13

tions that have been made and accepted are:
(See Appendix II-A, Memorandum of Understanding between ILWU and IBT.)

1.41 The Employers have the right to have trucks come under the hook to move heavy lifts, dunnage, lining material, long steel, booms, and ship-repair parts directly from truck to ship and/or ship to truck. 14

1.42 Longshoremen will load or discharge trucks operating in direct transfer to or from the ship and otherwise will work on trucks when directed to do so by the employer and no objection thereto is raised by the truck driver or his union. 15

1.43 Teamsters may unload their trucks, by unit lifts or piece by piece, to the area designated by the employer at which point the trucking or drayage company or shipper releases control of the cargo. 16

1.44 Teamsters may load their trucks piece by piece from cargo boards or with unit lifts and build loads and otherwise handle cargo on their trucks or tailgates and on loading platforms and aprons. 17

1.45 The Employers are free to handle cargo at industrial docks in accordance with industrial dock practices used in the past. 18

1.46 Where a nonmember of the Association has control over the cargo at its premises or on its vessel, such nonmember's regular employees may perform work assigned to long- 19

shoremen herein while such cargo is out of the control of any member.

1.5 All machinery, equipment and other tools now or hereafter used in moving cargo shall be operated by longshoremen when used in an operation covered by this Contract Document and the operation thereof is assigned to longshoremen and is covered by this Contract Document, provided that exceptions thereto — as to individual nonlongshoremen or classes of workers who are not longshoremen and as to tools or classes of tools — may be continued and any exceptions may be set up, modified or eliminated by joint agreement of the Association and the Union. 20

(a) Exceptions described and procedures provided for resolving disputes as set forth in Section 1.5 and subordinate subsections shall be construed in connection with the agreement of the Employers to provide skill training for longshoremen so as to minimize the grounds for exceptions listed in Subsection 1.54. When trained skilled longshoremen, certified as capable of performing work now assigned by the Pacific Maritime Association member company to nonlongshoremen, are available, such longshoremen will be assigned to such work, provided no union jurisdictional work stoppages are caused and provided that such trained skilled longshoremen may be assigned to any skilled work they are capable of performing without limitation by reason of claimed specialization.

(b) Where Pacific Maritime Association or its member companies have existing bargaining relationships, have granted recognition to, and have assigned work to bona fide labor unions as a result of such relationships and recognition; or where status quo exceptions relating to other unions are now set forth in Section 1, International Longshoremen's and Warehousemen's Union will not make any jurisdictional claim or cause any jurisdictional work stoppage dispute involving Pacific Maritime Association or such member companies with relation to such work assignments. However, if the Union obtains the right to represent and bargain for such workers and no jurisdictional work stoppage problems are created, the Association agrees that such exceptions regarding assignment of work to longshoremen will be eliminated.

1.51 The individual employer shall not be deemed to be in violation of the terms of the Contract Document assigning work to longshoremen if he assigns work to a nonlongshoreman on the basis of a good-faith contention that this is permitted under an exception provided for herein. 21

1.52 Should there be any dispute as to the existence or terms of any exception, or should there be no reasonable way to perform the work without the use of nonlongshoremen, work shall continue as directed by the employer while the dispute is resolved hereunder. 22

1.53 Any such dispute shall be immediately placed before the Joint Coast Labor Relations Committee by the party attacking any claimed exception or proposing any change in an exception or any new exception. The Joint Coast Labor Relations Committee decision shall be promptly issued and shall be final unless and until changed by the parties or that Committee. The Committee may act on the grounds set forth in 1.54 or on any other grounds. Both parties agree that its position on such a dispute shall in no case be supported by, or give rise to threat, restraint or coercion. 23

1.54 Any such dispute that is not so resolved by the Committee within seven (7) days after being placed before it, may be placed before the Coast Arbitrator on motion of either party. The Arbitrator shall decide whether an exception should be upheld and may do so on the following grounds only: 24

(a) Nonlongshoremen were assigned the skilled or unskilled labor in dispute under practices existing as of January-August 10, 1959, arrived at by mutual consent and as thereafter modified or defined by the parties or the Joint Coast Labor Relations Committee; or

(b) The individual nonlongshoreman involved has been dependent on longshore work of the nature involved in the dispute so that the equities in favor of his continuing to make his livelihood in the performance of longshore work outweigh the equities in favor of having this work done by longshoremen; or

(c) There are available no longshoremen or too few longshoremen fully skilled in the operation of the tool in the port involved and there are available in the port (or in the larger area in which skilled longshoremen are not available) nonlongshoremen having high skill in the operation of the tool; or

(d) There is a shortage of longshoremen in the port or area; or

(e) Tools are not available on a bare boat basis and reasonable bona fide efforts to obtain them have been made and there is no reasonable substitute tool available.

1.6 This Contract Document shall apply to cleaning cargo holds, loading ship's stores, handling lines, marking lumber, hauling ship, lashing, etc. Existing practices under which other workers perform such work may be continued at the option of the Association. (See Addendum, In Lieu Of Time.) 25

1.7 Definitions. 26

1.71 The term "longshoreman" as used herein shall mean any man working under this Contract Document. 27

1.72 The term "dock" as used herein shall mean any moorage — anchorage, pier, wharf, berth, terminal, waterfront structure, dolphin, dock, etc. — at which cargo is loaded to or discharged from ocean going vessels or received or delivered by an employer covered by this Agreement. The term "dock" does not include any facility at which vessels do not moor. 28

1.8 An employer in a port covered by this Contract Document who joins the Association subsequent to the execution hereof and who is not a party to any conflicting longshore agreement becomes subject to this Contract Document. 29

1.9 When work that is within the scope of this Contract Document is assigned pursuant hereto to nonlongshoremen, the terms and provisions of this Contract Document need not apply to such work. 30

SECTION 2 STRAIGHT AND OVERTIME HOURS

2.1 The basic, normal or regular workday and workweek consists of the first six (6) hours worked between 8:00 a.m. and 5:00 p.m. Monday through Friday. Work outside such basic, normal or regular workday or workweek is overtime work. All work on Agreement holidays is overtime work. 31

2.2 Meal time shall be one (1) hour. 32

2.21 The established noon meal period shall be the two (2) hours between 11:00 a.m. and 1:00 p.m. and the meal hour shall be any one (1) hour within such period beginning at 11:00, 11:15, 11:30, 11:45, or 12:00 noon. 33

2.22 The midshift meal hour on the second shift shall be at either 10:00 p.m. or 11:00 p.m. in those ports whose normal starting time is 6:00 p.m. and at either 11:00 p.m. or 12:00 midnight in those ports whose normal starting 34

time is 7:00 p.m. In either case the two meal hours constitute the established meal period.

2.23 Men may be sent to the midshift meal an hour later than the established midshift meal period when there is a late start of a vessel and an extended shift is to be worked. 35

2.24 Men and gangs shall go to meals as directed by the employer and shall return to complete their shift unless they exercise their option in 2.25. 36

2.25 When so ordered, men shall work into or through the meal period. Men are not required to work over six (6) hours without an opportunity to eat. If the men work two (2) hours at penalty meal hour rates then the men may eat, if ordered to do so, or leave the job, at their option. If the men elect to leave the job, they surrender gear priority. 37

2.251 The option of working six (6) hours without a meal is applicable only to passenger vessels. Otherwise men shall not work more than five (5) hours before their midshift meal and shall be sent to eat no later than 1:00 p.m. on the day shift. 38

2.26 The Employers have the right to relieve hatches during meal periods. 39

2.3 Longshoremen are entitled to a 15-minute relief period around the midpoint of each work period involved, having due regard for the continuity and nature of the work. 40

2.31 Men shall take their relief as directed 41

by the employer, and there shall be no abuse of such relief periods by the employees and they shall observe specified times for starting, resuming and finishing work as directed by the employer.

2.32 The granting of relief in accordance with the foregoing sections shall not, during periods of such relief, be construed to amount to a reduction of manning on any operation so as to require replacement of the men on relief, provided such operation can continue to meet all protective health and safety and onerous work standards as set forth in the Agreement. 42

2.4 The standard workshift shall be eight (8) hours in any 24-hour period commencing at 8:00 a.m. 43

2.41 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 second shift shall start at 6:00 p.m., provided that the Joint Port Labor Relations Committee in any port may by mutual agreement alter the second shift regular starting time for such port to 7:00 p.m. An employer who orders gangs for the third shift may start the second shift, at the option of the employer, at 5:30 p.m. or 6:00 p.m. or at the second shift regular starting time set by the Joint Port Labor Relations Committee. The initial start on the second shift may be made later than the regular starting time. The third shift shall start at 2:30 a.m. or 3:00 a.m. at the option of the employer. 44

2.411 The term "initial start" refers to the man's start, not the job or ship's start. 45

2.42 Agreed upon exceptions to the regular shift starting time because of special conditions shall continue in effect with such modifications as may be mutually agreed to by the Joint Port Labor Relations Committee. 46

2.43 The day shift may not overlap the next shift for work purposes, but may overlap the next shift at a different berth for payroll purposes. The work of the second shift gangs that are sent to eat and return to work may overlap the work of the third shift gangs but only for the purpose of completing the pay guarantee. 47

2.44 The following are the extensions or exceptions to the standard shift: 48

2.441 Travel time, whether paid or unpaid, shall not be included in the workshift, except where traveling from one job to another in order to complete a shift. 49

2.442 A two-hour leeway without going to a second meal or receiving meal money shall be allowed, thus extending the eight-hour shift to a maximum of ten (10) hours, when a vessel is required to finish in order to shift. 50

2.443 On the shift immediately preceding the final workshift, men may be required to work a maximum of nine (9) hours in any hatch or hatches to finish such hatch or hatches. At the end of the ninth hour, such hatch or 51

hatches shall not be worked further before sailing.

2.444 On the final shift (day or night) 52
the men may be required to work a maximum of
ten (10) hours without a second meal or meal
money to sail a vessel.

2.4441 Some gangs on a vessel may 53
work the standard shift, some gangs work part
of the extension and other gangs work the full
extension.

2.445 A one-hour leeway shall be al- 54
lowed on the third shift, thus extending the
five-hour shift to a maximum of six (6) hours.
On a final third shift, gear priority is suspended
at the end of five (5) hours. Gangs may then
be released and the remaining gang or gangs
may be worked in all hatches in order to finish
and shall receive the full hour at the rate pro-
vided in 6.251.

2.446 The standard shift shall be ex- 55
tended to work a vessel in case of real emer-
gency, such as fire, or a leaking vessel in danger
of sinking, provided that all time worked in ex-
cess of ten (10) hours shall be paid for at time
and one-half of the then prevailing rate, and
men thus employed shall go to eat when or-
dered to do so.

2.447 When no replacements are avail- 56
able to the employer in the area, men and
gangs in their home port shall work a maximum
of ten (10) hours.

2.4471 Where men and gangs travel 57

from home port to another port they shall not work longer than the maximum provided for in 2.442, 2.443 and 2.444 above.

2.448 To meet extraordinary or emergency situations, Joint Port Labor Relations Committees may, by mutual agreement of the parties, make limited exceptions to the rules in this Section other than 2.1. 58

2.449 When dock work on cars or trucks is started but is incomplete at the regular quitting time, an extension or leeway of one (1) hour to finish the job will be permitted. 59

2.4491 The local working rules may provide further or different exceptions for dock work. 60

2.5 Men and gangs shall be available to the Employers for three shifts. The employer shall determine the number of shifts to be worked and the number of gangs used on each shift. Gangs and men will report at the shift starting time designated by the employer in accord with the Contract Document. 61

SECTION 3 GUARANTEES

3.1 Eight-hour guarantee. 62

3.11 Applicability and method of payment. 63

3.111 Fully registered and limited registered men who are ordered to a job and who report to work and are turned to shall receive 64

a guarantee of eight (8) hours' work or eight (8) hours' pay, except on the third shift where a guarantee of five (5) hours' work or five (5) hours' pay is applicable.

3.112 On the day shift, the eight-hour guarantee of work or pay shall be provided between the hours of 8:00 a.m. and 6:00 p.m. 65

3.113 On the second shift, the eight-hour guarantee of work or pay shall be provided within a spread of nine (9) hours from the normal starting time, or in the San Francisco Bay Area from the beginning of a late subsequent start permitted under the present provisions in the San Francisco working rules. The spread is enlarged by one (1) hour for a late initial start. 66

3.114 In the event eight (8) hours of work cannot be provided and dead time results, such time on the day shift from Monday through Friday shall be paid for at the straight time rate of pay. Dead time shall not be charged against the six-hour day. On the second shift, week ends and holidays, dead time shall be paid for at the overtime rate of pay of 1.5 times the straight time rate. No penalty cargo rates shall be paid for dead time hours. 67

3.115 A man shall have only one eight-hour guarantee in any one day (See 3.28). 68

3.12 Exceptions to eight-hour guarantee. 69

3.121 The eight-hour guarantee shall not apply in the following circumstances: 70

- 3.1211** When men are neither turned to nor ordered to stand by (See 3.22); 71
- 3.1212** When men are turned to or ordered to stand by and work cannot commence, continue or resume because of bad weather (such determination to be made by the employer) and the men are not ordered back after a midshift meal (See 3.23); 72
- 3.1213** When extra longshoremen from the skilled classifications are ordered and turned to on an operation of short duration and are not shifted thereafter to comparable work on other docks or ships and are not ordered back after a midshift meal (See 3.24); 73
- 3.1214** When men employed at Selby, California, are not shifted to other operations to fill out the eight-hour guarantee (See 3.27); and 74
- 3.1215** As provided in 3.3. 75
- 3.122** Where men have been ordered and fail to report to work at all or on time, thus delaying the start of an operation, the time lost thereby until replacements have been provided or until the man or gang has been turned to shall be deducted from the eight-hour guarantee. 76
- 3.123** When gangs are traveled and, as a result, their starting time is later than 9:00 a.m. so that it is impossible to fill out the eight-hour guarantee between 8:00 a.m. and 6:00 p.m., the guarantee shall be pay or work from actual 77

starting time until 6:00 p.m., except for the meal hour. The same principle shall apply to a night shift start.

3.124 When hours are lost as a result of stop-work meetings, or mutual agreement of the ILWU and PMA, such hours shall be deducted from the eight-hour guarantee. 78

3.125 When men are employed at Selby, California, the employer may shift the men to other operations to fill out an eight-hour guarantee, otherwise the guarantee is only four (4) hours. If men are not shifted to other work but are ordered back after a midshift meal, a second four-hour minimum shall apply. 79

3.13 Accompanying the obligation placed upon the Employers to furnish eight (8) hours of work each shift is the obligation on the part of the men to shift from one job to another when such move is ordered by the Employers. Subject to the provisions hereunder the Employers shall have the right to shift men and gangs, and men and gangs shall shift as ordered. 80

(See Addendum, Gear Priority.)

3.131 A skill rated longshoreman may be shifted only to skill rated work suitable to his qualifications. (Note: See Sections 6.33 and 10.32(e).) 81

3.132 Employers may shift men in ship gangs to any other work including all dock and car work. 82

3.133 Longshoremen working on the 83

dock may be shifted to work aboard ships and may be shifted from their original assignment on any shift to any work on docks, cars, or barges, except that longshoremen listed on port lists, as agreed by Joint Port Labor Relations Committees as men being limited to dock work, shall not be shifted to work aboard ships.

(See Addendum, Dock Work Preference.)

(a) This Section 3.133 as it relates to certain longshoremen being limited to dock work, is intended to implement reference in Coast Labor Relations Committee Meeting No. 28, December 27, 1961 concerning the preferential assignment of dock work to "men either old or disabled." It is understood that the Joint Port Labor Relations Committees will prepare such lists of men who are "old or disabled," and who consequently will not be shifted away from dock work. The Joint Port Labor Relations Committees shall limit such lists to those in fact old or disabled and shall consider the normal volume of dock work in the port and the shifting of men from ship to dock, in order that the number of men on preferred dock assignment lists may have sufficient work opportunity to make reasonable hours of employment.

(b) Included in such lists shall be machine operators (bull drivers) in order that such men, not necessarily filling the classification "old or disabled," shall not be forced off machines and put to work hand-handling cargo on dock or ship. The period of time such machine operators have been doing such work shall be

the major factor to be used by Joint Port Labor Relations Committees in placing such men on preferential lists. This Section of the Contract Document shall not be construed to mean a guarantee of work or pay if insufficient work is provided.

3.134 Employers may shift men from shovel, freezer and calk shoe work to any other work including all dock and car work. When so shifted, the penalty cargo rate shall not prevail. The employer may not shift men dispatched for general cargo to shovel, freezer or calk shoe work. 84

3.135 The employer shall have the right to peel off gangs at any time during a shift or at the end of a shift. The remaining gangs can work at all gears. 85

3.1351 The Employers have the right to order back after any shift only such gangs as are needed to finish the remaining work. Such gang or gangs ordered back must be the gang or gangs which the employer believes in good faith have the most work to do at their gear. They may be required to finish the work at the gear of the released gangs. Under such circumstances the gear priority of the gangs released is suspended. Any gang peeled off under this rule cannot be replaced at its gear by a new gang from the dispatching hall until the second subsequent comparable shift. 86
(See Addendum, Gear Priority.)

3.1352 Gangs ordered to work under 87

conditions which such gangs contend violate gear priority rules shall work as directed and claim(s) for such violation shall be presented by the Union. If it is established that a gear priority violation did occur, then it will be automatic that the amount of time another gang worked in the hatch in which the gear priority violation was claimed will be paid the gang whose gear priority was violated on an hour for hour basis, unless the employer on whose ship the alleged gear priority violation occurred maintains that such incident happened for reasons beyond the employer's control. The employer may then take that position and process it through the grievance procedure to the Area Arbitrator for final decision.

(See Addendum, Gear Priority.)

3.136 The shifting of registered and limited registered men shall be carried out without bumping. 88

3.137 Any gear priority rule will not prevent the shifting of men and gangs for the purpose of fulfilling the eight-hour guarantee. 89

3.138 No "center line" and "imaginary bulkhead" or similar practices which result in division of work among gangs shall be permitted. 90

3.14 Rules and examples applicable to shifting men or gangs: 91

3.141 Initial late start orders may be placed at the dispatching hall to work a ship and to shift to a second ship for a late start on 92

the second ship. Men so ordered shall be dispatched for the second ship, with orders to work the first ship only as a fill-in.

3.142 Men or gangs may be ordered to shift from a job or a ship that they have completed to a late start on another job or ship. Such men or gangs will be released at the end of the shift on the second job and may be required to work no longer than the extended hours as provided in Section 2. 93

3.143 Men or gangs may be ordered to shift from a job or a ship where they have not completed their original assignment to permit a late start on another job or ship, or in order to finish the second ship for shifting or sailing. These men or gangs will be ordered back to their original job during that shift or for the start of the next day's shift. If extended hours are required to permit the second ship to shift or sail, the men or gangs will work up to but not beyond the end of the extension provided in Section 2. 94

3.144 Men or gangs may be ordered to shift from a job or a ship which they have not completed but where they have run out of available work — e.g., a delay in arrival of cargo, a breakdown of equipment, a ship that fails to arrive as scheduled, etc. — to another job or ship, and they will be ordered to return to their original job to finish it. 95

(See Addendum, Gear Priority.)

3.145 Shifting of men or gangs under 96

3.13 or 3.14 may be accomplished without clearance through the dispatching hall.

3.146 Gangs will have gear priority on only one ship during a shift and will be released to the dispatching hall at the end of any shift in which they have completed their work on the ship on which they had priority. 97

3.15 Possible adjustments in small ports: 98

3.151 The full provisions of the eight-hour guarantee shall prevail in all ports. In ports of six gangs or less adjustments may be made in leeway for late starts because no alternative work is available to fill out the eight-hour guarantee by mutual agreement at the local level provided there is approval by the Joint Coast Labor Relations Committee. 99

3.2 Four-hour minimum. 100
(See Addendum, Third Shift Minimum.)

3.21 Longshoremen, other than fully registered or limited registered men, who are ordered to a job and are turned to shall receive a minimum of four (4) hours' work or four (4) hours' pay. 101

(See Addendum, Meal Hour.)

3.22 Men and/or gangs who are ordered, report for work complete as ordered or in the agreed minimum numbers and ready to turn to but are not turned to shall receive the four-hour minimum. Such men and/or gangs may be required to stand by for a maximum of one-half hour within the four-hour minimum. Present 102

port rules defining the number of men to start operations shall apply.

3.221 When an operation cannot commence at the designated starting time because of failure of at least the minimum required and properly ordered number of men to appear, then pay shall be as follows: 103

3.2211 Units not filled to minimum complement as provided in local working rules shall, if ordered by the employer, stand by awaiting additional men as needed to complete the minimum complement of men. Such stand-by shall be paid for and limited to one hour. 104

3.2212 Other units or men directly related to the operation who report for work as ordered shall be turned to. They may be released one hour later if the balance of the work does not commence or continue thereafter because of insufficient men being present. If they are so released they shall receive a four-hour minimum in addition to the time they may have worked prior to the commencement of the shift. 105

3.2213 Where possible, units of less than the minimum requirements of men shall be consolidated to provide proper complements and the men shall so combine or shift as provided by this Contract Document. 106

3.222 When the required minimum number of men report they are required to turn to as directed by the employer and work up to the midshift meal hour. If at that time there are men who have not as yet reported, then 107

either the men or the employer can determine that work cannot proceed at any time thereafter. When work ceases under such circumstances or if the employer determines that the operation is not satisfactory prior to the meal hour then the minimum pay for all related men or units shall be time worked or four (4) hours, whichever is the greater.

3.223 When the required minimum complement reports and the operation commences and cannot be continued because of refusal of men to continue working with less than the required number of men, then pay shall be as follows:

3.2231 Such men or units of men refusing to continue work shall be paid on the basis of time worked.

3.2232 Related men or units of men shall be shifted to other work, or shall be released with a four-hour minimum.

3.2233 Such a refusal to continue work shall not be considered a violation of this Contract Document.

3.23 When men are turned to or ordered to stand by and work cannot commence or continue because of bad weather (such determination to be made by the employer), the four-hour minimum shall apply unless the men are ordered back after a midshift meal. Any dead time resulting from bad weather shall be paid under 3.114.

(See Addendum, Bad Weather.)

3.24 When an operation of short duration 113
requires extra longshoremen from the skilled
classifications and such men are ordered and
turned to, they shall have a four-hour mini-
mum, and can be transferred to comparable
work on the original dock or ship to fill out the
four-hour minimum.
(See Addendum, Jobs Of Short Duration.)

3.25 When a gang quits during the course 114
of the eight (8) hours of work or quits by re-
fusal to work the extensions for shifting or sail-
ing and a replacement gang is ordered from the
dispatching hall then the replacement gang
shall have a four-hour minimum guarantee for
that shift.

3.26 Any replacement who is not refused 115
employment for personal cause is to be paid for
time worked on his initial shift, but he shall
not receive less than the remainder of the origi-
nal man's guarantee. Replacements caused by
industrial injury or illness shall continue to re-
ceive time worked, or a minimum of four hours,
whichever is greater.

3.27 When men are employed at Selby, 116
California, they have a four-hour guarantee.
If the employer shifts the men to other opera-
tions or orders them back after a midshift meal
then the eight-hour guarantee shall apply.

3.28 A man who has received an eight- 117
hour guarantee and has been dispatched from
the hall to a new job shall receive an additional
four-hour guarantee for the second job. Over-

time is payable only after six (6) hours of straight time work on both jobs.

3.3 General provisions as to guarantees. 118
(See Addendum, Meal Hour.)

3.31 There shall be no guarantee for any man who is released for cause or who quits or who refuses to shift as provided under 3.13 or who loses hours as a result of ILWU unilateral action or who is not turned to where inability to turn to is a result of insufficient men to start the operation or who is turned to and works less than his guaranteed time by reason of illness or injury. Such men shall be paid only for their actual working time. 119

3.32 When men are late in reporting at the designated shift starting time on an initial or subsequent start, if they are turned to, they shall then be turned to at and paid as of the next quarter-hour; that is, the quarter-hour, the half-hour, the three-quarter hour or the even hour, and time lost between the designated starting time and time turned to shall be deducted from the guarantee. 120

3.33 When men are not sent to eat before the beginning of the second hour of the two-hour meal period, pay for the work in the second hour shall be one-half hour if worked less than one-half of such hour and one full hour if worked one-half or more than one-half of such hour. 121

3.34 When men are knocked off work six (6) minutes or more after the even hour, they 122

shall be paid to the next one-half hour and when knocked off thirty-six (36) minutes or more past the even hour, they shall be paid to the end of the hour.

3.35 The guarantees of this Section 3 do not apply to longshore baggagemen or linesmen or to gearmen called in on an emergency. 123

3.351 Guarantees applicable to longshore baggagemen, linesmen and gearmen called in on an emergency may be adopted or modified by unanimous action of the Joint Coast Labor Relations Committee and, subject to the control of such Committee so exercised, existing and future local rules or mutually agreed practices shall be applicable. 124

3.36 No rule is to be used as a subterfuge for firing gangs. 125

SECTION 4 SCHEDULED DAY OFF

4.1 Each registered longshoreman shall be entitled to one full day (24 hours) off each payroll week. 126

4.11 The Joint Port Labor Relations Committee shall fix, arrange, direct, and schedule days off in advance in accordance with the above to the extent possible considering needs of the port and men available. 127

SECTION 5 HOLIDAYS

5.1 The following holidays shall be recog- 128

nized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' 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.

5.2 Election Day. On election day the work shall be so arranged as to enable the men to vote. 129

SECTION 6 WAGES

6.1 Wage Rates. 130

6.11 The rates of pay for longshore work shall be as set forth in the Wage Rate Schedule and shall be effective as set forth therein. 131

6.12 The straight time rate (which may be the basic straight time rate or that rate plus applicable straight time penalty cargo rate and/or skill differential) shall be paid for work in the basic, normal or regular workday and workweek consisting of the first six (6) hours worked between 8:00 a.m. and 5:00 p.m., Monday through Friday. For work outside of such basic, normal or regular workday or workweek extra compensation in the form of premium rates shall be provided in accordance with the provisions of 6.2. 132

6.2 Straight and overtime rates shall be paid 133
according to the following schedule:

6.21 Straight time rate. 134

6.211 First six (6) hours worked be- 135
tween the hours of 8:00 a.m. and 5:00 p.m.,
Monday through Friday.

6.22 Overtime rate of 1.5 times the straight 136
time rate.

6.221 All work in excess of six (6) 137
hours between 8:00 a.m. and 5:00 p.m.

6.222 All work between 5:00 p.m. and 138
8:00 a.m. on weekdays and all work on Satur-
days, Sundays and Agreement holidays, ex-
cept such work as requires a higher premium
rate as provided below.

6.223 When working after 12:00 noon 139
or, after 1:00 p.m. when there is a late start of
a vessel and an extended shift is to be worked,
without release for meal — except on Satur-
days, Sundays and Agreement holidays — and
work continuing thereafter without an oppor-
tunity to eat.

6.23 Time and one-half the 1.5 overtime 140
rate.

6.231 When working into the second 141
hour of the meal period on the second shift or,
the hour thereafter when there is a late start of a
vessel and an extended shift is to be worked,
without release for meal and work continuing
thereafter without an opportunity to eat.

6.232 When working after 12:00 noon 142
or, after 1:00 p.m. when there is a late start of
a vessel and an extended shift is to be worked,
without release for meal — on Saturdays, Sun-
days and Agreement holidays — and work con-
tinuing thereafter without an opportunity to
eat.

6.233 Work in excess of five (5) consec- 143
utive hours without an opportunity to eat when
the rate then prevailing is the overtime rate.

6.234 All work in excess of ten (10) 144
hours in any one shift.

6.24 Overtime premium rate of 1.8 times 145
the straight time rate.

6.241 The first five (5) hours of work 146
during overtime hours when the man's work be-
gins at 2:30 a.m. or 3:00 a.m.

6.25 Time and one-half the 1.8 overtime 147
premium rate.

6.251 Work in excess of five (5) hours 148
when the man's work begins at 2:30 a.m. or
3:00 a.m.

6.3 Skill differentials. 149

6.31 In addition to the basic wages for 150
longshore work, additional wages to be called
skill differentials shall be paid for the types of
work specified below.

6.32 During overtime hours, the skill dif- 151
ferentials shall be one and one-half times the
straight time differential.

6.33 Skill Differentials By Areas. 152

Skill	No. Cal.	Ore.	Wash.
*Blade Trucker — Aboard ship	—	—	.25
*Blade Trucker — On dock	—	—	.15
*Boom Man	—	.15	.15
Burton Man .....	.15	.15	.15
Bulldozer Operator ³ .....	.30	.30	.30
Combination Lift Truck — Jitney Driver .....	.15	.15	.15
*Crane Chaser	—	.15	—
Crane Driver .....	.40	.40	.40
Donkey Driver	—	.15	.15
Dragline Driver .....	.15	.15	.15
Gang Boss .....	.40 ¹	.20	—
		.25 ²	
Guy Man .....	.15	—	—
Hatch Boss Tender ⁴	—	—	.25
Hatch Tender .....	.15	.15	.15

*Holdmen (2 in gang) ⁵.....	.15	.15	.15
Lift Truck Operator ⁶.....	.15	.15	.15
Payloader Operator ³.....	.15	.15	.15
Ross Carrier Driver.....	.15	.15	.15
*Sack Turner.....	—	—	.15
*Side Runner.....	—	—	.15
Stowing Machine Driver.....	—	—	.15
Winch Driver.....	.15	.15	.15

33 *Section 3.131 does not apply and these men may be shifted to any longshore work retaining their skill differential.

¹Applies to Pt. Hueneme only.

²Coos Bay, Newport and Bandon .25; other Oregon ports .20.

³Two men shall be employed for each machine in continuous operation. (See Addendum, Continuous Operation.)

⁴Applies to Tacoma, Anacortes and Port Angeles only.

⁵See Section 10.2.

⁶See Section 10.32(e).

6.34 The rate of pay for Jitney Drivers 153 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 his minimum guarantee. Combination Lift Truck-Jitney Drivers 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 skill differential, and shall not be replaced during the shift by a man working at less than the combination rate.

6.35 The parties or the Joint Coast Labor 154 Relations Committee shall establish coastwise skill rates for operating other tools and, where appropriate, for operating machinery not presently in use. Supplement IV is attached hereto and sets forth the agreement in regard to Crane Drivers.

6.4 Penalty cargo rates. 155

6.41 In addition to the basic wages for 156 longshore work, additional wages to be called penalties shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified in the Wage Rate Schedule.

6.42 Except where otherwise specified, the 157 penalty cargo rates shall apply to all members of the longshore gang and dockmen working the penalty cargo.

6.43 Where two penalty rates might apply, 158 the higher penalty rate shall apply and in no case shall more than one penalty rate be paid.

6.44 During overtime hours, including 159
those hours worked in shifts beginning at 2:30
or 3:00 am., the penalty cargo rate shall be one
and one-half times the straight time penalty
cargo rate.

6.45 The straight time penalty rate for 160
working explosives shall at all times equal the
basic straight time rate.

6.46 Where skill differentials and penal- 161
ties both apply, the allowance for both the skill
differential and the penalty shall be added to
the basic rate and shall be augmented during
overtime hours as provided in this Section 6.

6.5 Subsistence. 162

Subsistence rates when payable shall be five
dollars (\$5.00) per night for lodging and two
dollars (\$2.00) per meal.

6.6 Personal effects. 163

Men shall be reimbursed for damage
(other than usual wear and tear) to personal ef-
fects which are damaged on the job, provided
satisfactory evidence is presented to the Joint
Port Labor Relations Committee. The amount
of the reimbursement shall be decided by the
Committee, which shall adhere to the following
rules.

6.61 Personal effects are items which a man 164
needs to take on the job to perform his work,
and there must be proven need for the item on
the job.

6.62 Any damage must be a direct result of 165

performing work and must be reported to company supervision on the job when it occurs.

6.63 The damaged item must be exhibited 166
to the Committee for determination of the depreciation and extent of damage.

6.64 The claim must be accompanied by 167
prima facie evidence that the item was damaged on the job, and negligence and carelessness are factors to be given consideration.

6.65 If reimbursement is in order, the 168
item will either be repaired or replaced in kind or reimbursed at its depreciated value.

6.66 Any second approved claim by an in- 169
dividual, for broken glasses, may be reimbursed by replacement with safety-type glasses.

6.67 Claims for lost or stolen items are not 170
valid.

SECTION 7 VACATIONS

7.1 Computation of vacations. 171

In any payroll year each longshoreman who is registered and qualified on December 31 of the calendar year in which he earns his vacation shall receive a vacation with pay the following year at the straight time rate prevailing on January 1 of the calendar year in which vacations are paid, as follows:

7.11 Basic vacation. 172

7.111 One week's vacation with pay, 173
provided he has been paid for at least 800 hours

but less than 1,344 hours in the previous payroll year;

7.112 Two weeks' vacation with pay, 174
provided he shall have been paid for 1,344
hours or more in the previous payroll year;

7.12 Additional vacation. 175

7.121 One additional week's vacation 176
with pay if he shall have qualified under 7.112
and shall have been available for employment
for ten (10) years or more under this Contract
Document or its predecessors for employers
bound thereby and if

7.1211 In the four major ports of 177
Seattle, Portland, San Francisco and Los An-
geles, he shall have been paid for at least 800
hours in each of ten (10) of the previous fifteen
(15) payroll years.

7.1212 In all other ports he shall have 178
qualified for a vacation as set forth herein in
five (5) of the previous ten (10) payroll years.

7.122 One additional week's vacation 179
with pay if he shall have qualified for one week
under 7.111, two weeks under 7.112 or three
weeks under 7.121, and if in each of any twenty
(20) of his past years of service he has worked
at least 800 hours under this Contract Docu-
ment or its predecessors for employers bound
thereby.

7.13 Modifications applicable to basic va- 180
cation and additional vacation:

7.131 With respect to any port except 181
Seattle, Portland, San Francisco and Los An-

geles: if 75 percent of the registered men in the port were not paid for 1,344 hours in such payroll year, then for such port for such year the 800-hour requirement of 7.111 shall be reduced to 700 and the 1,344-hour requirement of 7.112 shall be reduced to 1,200.

7.132 If 75 percent or more of the men 182 registered on December 31 in any port were paid for 1,344 hours or more in the then ending payroll year, men who were paid for less than 1,344 hours shall not receive additional vacation under 7.121; and

7.133 If 75 percent of the men regis- 183 tered on December 31 in any port were not paid for 1,344 hours in any payroll year after 1957, the 800-hour requirement of 7.122 shall be reduced to 700 for that year.

7.134 If 75 percent of the men regis- 184 tered on December 31 in any port were not paid for 1,344 hours in any payroll year, those longshoremen registered in such port who were paid for 700 hours or more in such payroll year shall be deemed to have satisfied the 800-hour test of 7.1211 for that year.

7.135 In calculating the percentage of 185 men who are paid for 1,344 hours, all men who are paid for less than 100 hours shall be excluded. The "75 percent formula" shall be applied on a port by port basis, "port" to be defined as that port in which the longshoreman is registered, regardless of where he works. How-

ever, all hours outside of the home port shall be added to the total of his paid hours in his home port.

7.136 Qualifying hours for registered men 60 years of age or older shall be reduced to 700 hours and 1,200 hours respectively. 186

7.1361 In any port where qualifying hours are 700 and 1,200 as provided in 7.131, qualifying hours for men 60 years of age or older shall be reduced to 600 and 1,100. 187

7.14 Each week's vacation pay shall be 40 times the basic or skilled straight time rate. A skilled rate applies when at least half of the qualifying hours are at a skilled rate. For each longshoreman who is paid 1,600 hours or more [or 1,500 hours or more in ports with 8 gangs or less] in the previous payroll year, each week's vacation pay shall be 45 times the basic or skilled straight time rate. Registered men 60 years of age or older in any port who work 1,200 hours or more shall also receive the 45-hour vacation. 188

7.2 Qualifying hours and years. 189

7.21 Qualifying hours for vacation purposes shall include all hours for which pay is received except previous vacation time. 190

7.22 Qualifying hours shall be limited to hours paid for by individual employers or parties to this Contract Document and to other hours as to which employers participating in the vacation plan in the port area make the re- 191

quired payments to the Association. Hours paid to any longshoreman in any port area covered by the Agreement, other than that in which he is registered on December 31, shall be added to paid hours in his home port, provided, however, that such longshoreman either shall have been granted authorization in the customary manner to visit other port areas or shall have been transferred on the registered list in accordance with the rules and with the consent of the Joint Port Labor Relations Committees. A longshoreman who has received pay for work under this Agreement in more than one port area during the preceding payroll year must file a claim in the port where he is registered by February 1 of the calendar year in which vacations are paid, setting forth the details of his employment during the preceding payroll year.

7.23 Registered longshoremen shall be 192
credited with hours paid for as longshoremen,
clerks, or other employment under collective
bargaining contracts to which the Union and
the Association are parties, but no worker shall
receive two vacations in the same year, one
under this Agreement and another under any
other agreement.

7.24 Registered longshoremen shall be 193
credited with hours at court as jurors, including
waiting time under court order, as certified by
the clerk of the court.

7.25 In the major ports (Los Angeles, San 194
Francisco, Portland, Seattle and any other port

which cannot be classified as a minor port) if a man suffers an industrial injury on the job he shall be given credit, up to 100 hours maximum, of 40 hours per week when off a full week and eight (8) hours per day when off part of a week. He shall be given a similar credit for proven non-industrial illness or injury. In order to qualify for such credit the man must have averaged 27 hours per week for the four-week period prior to the injury or illness and 13 hours per week averaged over an eight-week period after he returns to work. In the minor ports (defined as any port other than the four mentioned above — in which more than 25 percent of the registered men were paid for less than 800 hours during the preceding payroll year) a man must have been paid for an average of 14 hours per week for the four-week period preceding the injury or illness and 8 hours per week averaged over an eight-week period after he returns to work.

7.26 In computing years of service under 195
7.12:

7.261 Continuous absence from employ- 196
ment because of industrial illness or injury
arising out of employment under this Contract
Document compensated for under a State or
Federal Compensation Act shall be considered
qualifying time.

7.262 Service in the Armed Forces of 197
the United States or employment by the United

States as a civilian in longshore operations in World War II and the Korean War, that occurs after registration, shall be considered qualifying time.

7.263 Service as a full-time Union official or of a registered longshoreman employed as a joint employee of a Labor Relations Committee, Welfare Fund, Pension Fund, or other joint entity of the parties shall be considered qualifying time. 198

7.264 When any longshoreman is absent less than the full calendar year, he shall receive only proportionate credit for qualifying time. 199

7.27 Any employee who has been registered in both a small port and a large port during the period in which he claims to have satisfied the requirements of 7.121 for a third week of vacation must satisfy the requirements of 7.1211, but for such purposes he shall be given double credit for any year in which he worked at least 800 hours in a small port, and for each such year of double credit the 15-year spread shall be reduced by one year. 200

7.28 Where a longshoreman has been paid for work in part of the year both by the Union or its longshore locals and by the Employers and the total amount thereof qualifies him for a vacation, his vacation shall be paid by the Employers and the Union on a pro rata basis. 201

7.3 Vacation procedure. 202

7.31 The method and procedure for scheduling vacations shall be those which have been in effect since 1951. Vacation periods may be scheduled during any month(s) of the calendar year by the Joint Labor Relations Committee of each port who will also schedule vacations on a full week by week basis when so requested by the man. 203

7.32 Each registered longshoreman entitled to a vacation shall take his vacation at the time scheduled. 204

7.33 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. 205

7.34 If a registered longshoreman dies after he has worked the required hours for a vacation, his vacation pay will be paid to his widow or beneficiary. 206

7.35 If a registered longshoreman retires under the ILWU-PMA Pension Plan or leaves his job under the ILWU-PMA Mechanization and Modernization Plan after, in either case, he has worked the required hours for a vacation, he shall receive his vacation pay at the time agreed to by the parties. 207

7.4 Administration. 208

7.41 Each employer 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 vaca- 209

tion to be fixed in accordance with 7.1, and the individual share of each employer to be determined as follows:

7.411 The individual employer will be 210
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.

7.412 Each individual employer's liabil- 211
ity 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 per-
formed for that member in that port bears to
the total number of longshore hours of work
performed by all employers in that port partici-
pating in this vacation plan. It is the purpose
of this 7.41 to provide for a several liability for
each employer and to provide for a liability
from every employer participating in the vaca-
tion plan in a port to every longshoreman in
the port who is eligible for vacation pay under
7.1 hereof.

7.42 The Pacific Maritime Association 212
shall be the disbursing agent under this Agree-
ment and shall make vacation checks available
in the same manner as regular pay checks are
made available in each port area. Vacation
checks will be available for distribution in the
first week of May of the calendar year in which
the vacations are paid. (This means the first
full payroll week in May.)

7.43 Any public port or port commission 213 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 Pacific Maritime Association for all the purposes of this Agreement.

7.44 Nonmember employers may partici- 214 pate in the vacation plan in accordance with the conditions thereon fixed by the Association.

SECTION 8 DISPATCHING, REGISTRATION AND PREFERENCE

8.1 Dispatching halls. 215

8.11 The dispatching of all longshoremen 216 shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union and the Pacific Maritime Association in accordance with the provisions of Section 17. There shall be one central dispatching hall in each of the ports with such branch halls as shall be mutually agreed upon.

8.111 The Association and the Union 217 agree that continued study shall be made in

mechanizing the dispatching halls and if a feasible plan is developed it shall be instituted in a major port on a trial basis. If no agreement is reached as to a feasible plan or its institution on a trial basis, such disagreement or disagreements may be submitted to the Area Arbitrator for resolution.

8.12 Any longshoreman who is not a member of the Union shall be permitted to use the dispatching hall only if he pays his pro rata share of the expenses related to the dispatching hall, the Labor Relations Committee, etc. The amount of these payments and the manner of paying them shall be fixed by the Joint Port Labor Relations Committees. 218

8.13 Any non-Association employer shall be permitted to use the dispatching hall only if he pays to the Association for the support of the hall the equivalent of the dues and assessments paid by the Association's members. Such non-member employers shall have no preference in the allocation of men, and shall be allocated men on the same basis as Association members. 219

8.14 Longshoremen not on the registered list shall not be dispatched from the dispatching hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work. 220

8.15 The local union shall bear one-half of all expenses of the dispatching hall less the amount received by the Joint Port Labor Relations Committee from nonmembers of the 221

Union as pro rata shares payable under 8.12.

8.2 Dispatching hall personnel. 222

8.21 The personnel for each dispatching hall, with the exception of Dispatchers, shall be determined and appointed by the Joint 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 Joint Labor Relations Committee of the port. If it fails 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 17. 223

8.22 The term of office of any Dispatcher shall be at least one year. 224

8.23 All personnel of the dispatching hall including Dispatchers, shall be governed by rules and regulations of the Joint Port Labor Relations Committee, and shall be removable for cause by the Joint Port Labor Relations Committee. 225

8.24 The Association shall be permitted to maintain a representative in the dispatching hall. The Joint Port Labor Relations Committee shall permit any authorized representative of the Association or the Union to inspect dispatching hall records. 226

8.3 Registration. 227

8.31 The Joint Port Labor Relations Committee in any port, subject to the ultimate con- 228

control of the Joint Coast Labor Relations Committee, shall exercise control over registered lists in that port, including the power to make additions to or subtractions from the registered lists as may be necessary. In each port there shall be maintained a list of longshoremen showing their registration status under this Agreement. When objecting to the registration of any man, members of the Joint Port Labor Relations Committee shall be required to give reason therefor.

8.32 Any longshoreman registered by a 229
Joint Port Labor Relations Committee in accordance with this Contract Document shall thereby acquire joint coastwise registration under the Agreement. The rights and obligations of coastwise registration in regard to transfers between ports, visiting, and leaves of absence are set forth in Supplement I to this Contract Document. The rights and obligations of coastwise registration in regard to transfer of registered longshoremen to registered clerk status and vice versa are set forth in Supplement II to this Contract Document.

8.33 Either party may demand additions to 230
or subtractions from the registered lists as may be necessary to meet the needs of the industry.

8.34 Each registered longshoreman has the 231
obligation to request a leave of absence if he intends to absent himself from work for a period of thirty (30) days or longer and in other circumstances as may be covered by port

rules under Supplement I. A registered longshoreman who fails to work for thirty (30) days, except when on approved leave, and whose facts and reasons for such absence are not acceptable to the Joint Port Labor Relations Committee, may be deregistered.

8.35 A registered longshoreman holding two paid or salaried jobs shall be deregistered unless he gives up the nonlongshore job. 232

8.4 Preference of employment. 233

8.41 First preference of employment and dispatch shall be given to fully registered longshoremen who are available for employment covered by Section 1 of this Contract Document in accordance with the rules and regulations adopted by the Joint Port Labor Relations Committee. A similar second preference shall be so given to limited registered men. The Joint Coast Labor Relations Committee shall be authorized to effectuate such preferences in such manner and for such times and places as it determines in its discretion. 234

8.42 Dispatching of men and gangs shall be under the principle of low-man, low-gang, first-to-be-dispatched, except where local dispatching rules provide otherwise for dispatching of special skilled men and gangs. 235

8.43 There shall be no favoritism or discrimination in the hiring or dispatching or employment of any longshoreman qualified and eligible under the Agreement. 236

8.44 Any longshoreman or dispatching 237
hall employee found guilty by the Joint Port
Labor Relations Committee of favoritism or
discrimination or bribery shall immediately be
discharged and dropped from the registered
list.

8.5 Furnishing of gangs and supporting men. 238

8.51 Each dispatching hall shall furnish on 239
any day required up to at least the agreed to
number of gangs and supporting men, as well
as up to any number agreed to, or arrived at
through Contract procedures, in the future.

8.52 Where such gangs and men cannot 240
be dispatched from the fully registered list, then
limited registered men and casuals, if required,
shall be dispatched.

8.53 Qualified limited registered men and 241
casuals shall be dispatched in skilled categories
when required.

8.54 Limited registered men and casuals 242
shall be dispatched on any shift on any day, if
required.

8.55 Limited registered men and casuals 243
shall be permitted to finish the job to which
they were dispatched when so determined by
the Chief Dispatcher. Replacements hereunder
shall not occur before the end of a shift.

8.56 Arrangements for employment of 244
casuals shall be made by the Joint Labor Rela-
tions Committee of the port.

8.57 A registered man who accepts a dispatch and who fails to report to the job to which dispatched and thereby makes it impossible for the work to proceed shall be guilty of causing a work stoppage and shall be subject to discipline as set forth in Section 17. 245

SECTION 9 PROMOTIONS

9.1 The principle of promotion from the ranks is hereby recognized and agreed to. 246

9.2 There shall be established in each port a joint committee of registered longshoremen and of employers. It shall be the duty of such committee to establish qualifications for promotions to classifications covered by this Contract Document, including trainees, and to pass on all such promotions. The promotions committee shall determine the trainees under policies laid down by the Joint Port Labor Relations Committee. Such qualifications shall include length of service in the industry, competency and ability to perform skilled operations, or to direct work and skilled operations, ability to handle men and to secure conformance to the Agreement and to maintain and promote harmonious relations on the job and between the parties to this Agreement. 247

9.3 Competent men with adequate experience or training shall be made available for all tools and equipment to be operated by longshoremen. 248

9.31 Subject to the ultimate control of the 249
Joint Coast Labor Relations Committee, the
Joint Port Labor Relations Committee shall
provide for the availability of the necessary men
when there are not sufficient such competent
longshoremen available.

9.4 The Employers will train skilled men and 250
administer the necessary training programs.
The Employers must be satisfied as to the qual-
ifications of the men so trained and make the
determination that they are skilled men. Such
men shall be jointly certified. In turn, the men
so trained, as well as the men already trained
and/or qualified have the obligation to work in
the skills in which they have been trained or are
already qualified.

9.41 Trained and/or qualified skilled men 251
shall accept work in their skill when checked in
for work or while working in other categories.
Failure to do so shall result in removal from
the qualification list of the skill in which they
are failing to work, and such men shall not be
eligible for future promotion or future skilled
training programs.

9.42 The Joint Port Labor Relations Com- 252
mittee shall provide as a part of the local Dis-
patching Rules an orderly procedure whereby
skilled men who are on the skilled lists shall
work as provided in 9.41. This procedure shall
not preclude a skilled man working out of cate-
gory when there is no work available for him in
that category, but should the need subsequently

arise for his skill(s), he will be replaced and will accept the skilled job.

9.43 In addition to other steady employees 253 provided for elsewhere in this Agreement, the Employers shall be entitled to employ steady, skilled mechanical or powered equipment operators without limit as to numbers or length of time in steady employment. They shall be entitled to the Contract guarantees as provided in Section 3. The employer shall be entitled to assign and shift such steady men to all equipment for which, in the opinion of the employer, they are qualified.

(See Addendum, Steady Skilled Men.)

SECTION 10

ORGANIZATION OF GANGS, GANG SIZES AND MANNING, AND METHODS OF DISPATCHING

10.1 The Joint Port Labor Relations Com- 254 mittee shall determine the methods of dispatching for the port. Gangs and men shall be dispatched only as ordered by the employer. 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 Contract Document, 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.

(See Appendix II-C, ILWU Negotiating Committee Statement With Respect To Manning Scales.)

10.11 The employer shall have until 2:00 255
p.m. to file orders or cancel orders for gangs for
the second and third shifts.

10.2 The organized or make-up minimum 256
basic ship gang for general break bulk cargo
(hereinafter called the "basic gang") shall consist of men as follows:

A gang boss (in ports where such are used).*
Skilled deck man or men as required.

Two (2) sling or front men.

Four (4) holdmen (two (2) of whom shall

*Employers will continue to employ gang bosses in ports where such are used provided such gang bosses will perform their duties in accordance with the following rules: The parties agree that gang bosses are in complete authority and will be held responsible for the functioning of their gangs. Gang bosses shall have the responsibility to discharge from their gangs any man or men for incompetence, insubordination, or failure to perform work as required, in conformance with the provisions of the Contract Document. Joint Port Labor Relations Committees may adopt additional rules to implement this authority and this responsibility, but may not nullify them.

be skilled and shall receive the skilled rate of pay).**

(See Addendum, Skilled Holdmen.)

10.21 In a general break bulk cargo operation when the cargo is to be hand-handled piece by piece, then two longshoremen shall be added to the basic gang for all such discharge operations, and four longshoremen shall be added for all such loading operations. Exception: When space or safety are the factors that dictate that only one load can be handled at a time, prior to the handling of the second load, then the basic gang can perform such handling provided it is to last for one hour or more. 257

10.22 When machine(s) are introduced into the hatch for the purpose of moving the loads to or from the place of stow in the operation defined in 10.21, the skilled holdmen in the basic gang shall operate the machines as required. While such machines are in operation, the men operating them shall not be required to do manual work. 258

10.23 On loading operations: When the loads are being landed in the vessel at their place of rest, the basic gang can be used; when the loads are being stowed by mechanical equipment after landing, the basic gang shall be supplemented on the basis of one additional long- 259

**Where side runners are used they shall be included as part of the four, but shall not be deemed substitutes for the machine drivers.

shoreman for each skilled holdman operating a machine.

10.24 On discharge operations, the basic gang can be used when the loads are pre-slung or require the placement of slings or similar devices. When the loads are being removed from stow by machine to the point of removal from the vessel, the basic gang shall be supplemented on the basis of one additional longshoreman for each skilled holdman operating a machine. 260

10.25 When the cargo handling operation to be performed requires only a basic gang, that gang may be used to rig, uncover and cover hatches without additional men. 261

10.26 Such longshoremen as are called for herein may be used for any dock work and/or for hold work in any hatch and may be shifted as provided in 3.132 and a second winch driver may be shifted as provided in 3.131. Longshoremen, skilled or unskilled and a second winch driver, shall not be added to the basic gang complement in order to have ship's time guaranteed. They shall have the 8-hour guarantee and the right to call-backs without favoritism. They may be released at the end of any shift when they are not needed to start the next shift. 262

10.27 The minimums set forth can be supplemented in any numbers as ordered by the employer, while needed, without precedent. 263

10.3 Manning for operations existing on effective date of this Contract Document shall 264

continue with the Employers having the right to ask for review of such manning through the contract machinery. This does not include a review of the minimum manning provided in Section 10.21. Where such requests are made the review shall be based on a determination of necessary men as defined in 15.2 and the Employers shall not be bound or limited by the basic gang structure provided in 10.2.

10.31 Packaged lumber shall be handled 265
in the same manner as T-7. This excludes the
reference to "topping off."

(See Appendix II-B, St. Sure Clarification Letter, and Addendum, Packaged Lumber Operation Under T-7.)

10.32 Manning for robot operation as it 266
now applies.

(a) Skilled deck man or men, as required.

(b) If lift trucks or similar machines are to be used, then skilled driver or drivers as required.

(c) Not less than 2 basic longshoremen to do all unskilled work as per 10.6 except for hand stowing or unstowing.

(d) Skilled driver or drivers working with 2 basic longshoremen under (c) above shall do no other work at any time except operate the machine.

(e) If the operation described above converts to a hand stowing or unstowing operation with no front men required, additional basic longshoremen will be added to the 2 basic long-

shoremen in (c) above to bring the complement up to the applicable required manning without front men, and the skilled driver or drivers shall function as in a regular gang of that type.

(f) If the operation starts as a hand-handled break bulk operation and converts to a robot operation during the shift the gang boss (in ports where now used) will not lose his 8-hour guarantee. If the operation commences as a robot operation calling for less than the basic gang no gang boss (in ports where used) shall be hired. If such operation converts during a shift to use of a basic gang no gang boss (in ports where used) shall be added during that shift, but if the basic gang structure is called back for the next comparable shift a gang boss (in ports where used) will be ordered.

(g) Section 10.4 is applicable when operations change during a shift.

(h) The robot operation is subject to change under provisions of Section 10.5 provided however, that the above manning continues unless changes are resolved through the grievance machinery.

10.4 In all of the preceding operations, if 267.
during the period of loading or discharging the operation changes from one category to another the employer shall be free to shift longshoremen in or out of the operation so that only the applicable number of men required are employed on the operation.

(See Addendum, T-Letter Mannings.)

10.5 When new methods of operation are introduced, the Employers shall discuss the proposed manning with the Union. If agreement cannot be reached at the Coast level, the Employers shall have the right to put their manning into effect, subject to final resolution through the Contract Document grievance machinery. Any change in operation that introduces a machine, or device, or new method of operation that has as its purpose and effect the reduction of manning by eliminating unnecessary men below the manning specified in 10.2 and subordinate paragraphs, or 10.3, and subordinate paragraphs, or previously approved T-Letters, shall be presented by the Employers in a new T-Letter, and shall be governed by the procedures provided in this subsection. 268

10.6 In addition to the descriptions of work that can be performed without additional men as hereinabove set forth, all other longshore work, without exception, in connection with loading or discharging will be performed as directed by the employer, subject to the provisions of the onerous workload procedure. However, when "topping off" piece by piece is required such topping off shall be considered hand-handling and the manning provided in 10.21 will be used. 269

10.7 The use of dock gang units shall continue with flexibility in their usage. A dock gang need not be released as a unit. 270

10.8 If, during a shift, a change is made from 271

a discharge to a loading operation, and the change requires additional men under the provisions of this Section 10, if the employer is unable to swing in men from ship or dock from his own employees, the holdmen will work without additional men for a maximum of fifteen (15) loads but not more than one hour.

10.9 The safeguards of 15.1 shall apply to gang size and manning. 272

10.91 The parties agree that there shall be no 4-off and 4-on or variations thereof, and that the Union as well as the Employers will take the necessary steps to implement this understanding. 273

SECTION 11 NO STRIKES, LOCKOUTS AND WORK STOPPAGES

11.1 There shall be no strike, lockout or work stoppage for the life of this Agreement. 274

11.2 The Union or the Employers, as the case may be, shall be required to secure observance of this Agreement, 275

11.3 How work shall be carried on. 276

11.31 In the event grievances or disputes arise on the job, all men and gangs shall continue to work as directed by the employer 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. 277

11.32 There will be no unilateral "hip pocket" working or dispatching rules. 278

11.4 Exceptions for health and safety and onerous workload. 279

11.41 Longshoremen shall not be required to work when in good faith they believe that to do so is to immediately endanger health and safety. Only in cases of bona fide health and safety issues may a standby be justified. The union pledges in good faith that health and safety will not be used as a gimmick. Supplement III sets forth the agreed procedure with respect to disputes on health and safety. 280

11.42 Longshoremen on cargo handling operations shall not be required to work when in good faith they believe that to do so will result in an onerous workload. The Union pledges in good faith that the onerous workload claim will not be used as a gimmick. The employer shall have the option of having the men claiming onerousness stand by until a decision is reached or "working around" the situation until it can be resolved. Supplement III sets forth the agreed procedure with respect to disputes on onerousness. 281

(See Addendum, Onerousness.)

11.5 Picket lines. 282
(See Addendum, Picket Line Language.)

11.51 Refusal to cross a legitimate and bona fide picket line, as defined in this paragraph, shall not be deemed a violation of this Agreement. Such a picket line is one established 283

and maintained by a union, acting independently of the ILWU longshore locals, about the premises of an employer with whom it is engaged in a bona fide 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 bona fide picket lines within the meaning of this Agreement.

11.52 If an ILWU longshore local located within the confines of the United States whose members are not covered by this Agreement is engaged in a legitimate, bona fide, nonjurisdictional and noncollusive strike concerning wages, hours or working conditions of its members, no longshoreman under this Agreement shall be required to perform work hereunder respecting cargo that normally, without such strike, would be handled by members of such ILWU longshore local but which has been handled or is destined to be handled by other workers engaged in strike-breaking activities under established and legitimate trade union principles. 284

SECTION 12

MEETINGS FOR REGISTERED LONGSHOREMEN

12.1 In addition to other qualifications specifically set forth in this Contract Document, all registered longshoremen in order to remain qualified and eligible for dispatch through the 285

dispatching hall must be familiar with all the provisions of the Agreement, including all working, dispatching and safety rules, and the requirements of conformance and performance under the Agreement.

12.2 To this end it shall be the duty of the 286 Union to inform all registered Union longshoremen of their collective and individual responsibilities under the Agreement. Similarly, it shall be the duty of the Joint Port Labor Relations Committee to inform all registered non-union longshoremen of such responsibilities. Meetings for such purposes shall be scheduled by mutual consent of the Joint Port Labor Relations Committee.

12.3 Each longshore local shall have the 287 right to hold one regularly scheduled stop-work meeting each month during overtime hours. Any other stop-work meetings shall be by mutual agreement or as approved by PMA and the Union, and shall not occur more often than once a month.

12.4 Any registered longshoreman refusing 288 to attend such respective meetings or creating a disturbance which frustrates the purpose of the same shall be suspended or dropped from the registered list at the discretion of the Joint Port Labor Relations Committee.

SECTION 13 NO DISCRIMINATION

13.1 There shall be no discrimination in con- 289 nection with any action subject to the terms of

this Agreement either in favor of or against any person because of membership or nonmembership in the Union, activity for or against the Union or absence thereof, or race, creed, color, national origin or religious or political beliefs. (See Addendum, No Discrimination.)

SECTION 14 ONEROUS WORKLOAD

14.1 The standard maximum sling loads are set forth in Appendix I. The sling load limits are applicable only for the purpose of maintaining the meaning of Section 1.24. 290

14.2 The Union shall have the right, without limitation, to raise a claim that an operation imposes an onerous workload on the individual worker and to carry such an issue through the grievance machinery as provided in accordance with Sections 11 and 17 of this Agreement. (See Supplement III, and Addendum, Onerousness.) 291

14.21 When a man is directed to take his own relief without a man being assigned to relieve him, this does not automatically present a question of onerousness of work or individual speedup for the men remaining on the job, regardless of the basic gang structure involved. 292

14.22 A change in operations or manning to remove unnecessary men, or the handling of larger loads does not, in and of itself, automatically present any question of onerousness of work or individual speedup. 293

14.23 When, in good faith, a factual question of onerousness of work or individual speedup does arise, prompt use of the grievance machinery is required. 294

14.3 The procedure provided in 14.2 shall not apply on operations where the Association and the Union have agreed to changed operations or reduced manning under Items 30 to 34 (Sections 10.3 and 10.5) of the October 18, 1960 Memorandum of Understanding. If claims of onerousness are presented in such cases, they shall be referred to the Joint Coast Labor Relations Committee. 295

14.31 The foregoing 14.3 is intended to mean that agreements reached on changed operations or reduced manning in accordance with the Contract procedures shall not be challenged as being onerous operations if no further change has been made following such agreement. In other words, claims of onerousness shall not be used to challenge agreed manning if the operation is unchanged in all respects. Any such challenges shall be referred to the Joint Coast Labor Relations Committee. 296

14.4 If a claim of onerousness is made under 14.2, the Employers shall have the option as set forth in Section 11.42 of permitting the men to stand by until a decision is rendered through the grievance machinery or of having the men "work around" the situation until it can be resolved. If the men stand by and a decision is rendered that the condition was not onerous, 297

then the men shall not receive pay for the time they stand by and the employer may require the men to work beyond the time the shift otherwise would end in order to make up the time the men stood by; provided such make-up time does not exceed two (2) hours. This work will be performed at the rate applicable. Thus the first six (6) hours of time paid for, including "make-up" time worked, between 8:00 a.m. and 5:00 p.m. shall be at straight time and, if the work goes beyond 5:00 p.m. in order to complete as much as possible of a regular or extended shift, such work shall be at overtime. When "make-up" time is worked, there shall be no penalty for going beyond five (5) hours without a meal period, but the men involved shall have the option of going to a meal on their own time and returning to complete the make-up time, or of finishing the make-up time without such penalty.

SECTION 15

EFFICIENT OPERATIONS

15.1 There shall be no interference by the 298
Union with the Employers' right to operate efficiently and to change methods of work and to utilize laborsaving devices and to direct the work through employer representatives while explicitly observing the provisions and conditions of this Contract Document protecting the safety and welfare of the employees and avoiding speedup. "Speedup" refers to an onerous

workload on the individual worker; it shall not be construed to refer to increased production resulting from more efficient utilization and organization of the workforce, introduction of laborsaving devices, or removal of work restrictions.

15.11 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. 299

15.2 The employer shall not be required to hire unnecessary men. The number of men necessary shall be the number required to perform an operation in accordance with the provisions of 15.1, giving account to the contractual provisions for relief. 300

15.3 The Employers shall have the right to propose changes in working and dispatching rules that they claim are in conflict with the intent of provisions incorporated in this Agreement. The Joint Coast Labor Relations Committee may refer proposed changes that are of only local significance to the local level for negotiation. Any such change agreed to at the local level must be approved at the Coast level before being put into operation. Any proposal referred to the local level and not resolved within thirty (30) days thereafter shall automatically return to the Joint Coast Labor Relations Committee. 301

15.31 Any provisions of the agreements (Port Supplements and Working Rules) for the 302

various port areas covered hereby which are in conflict with this Contract Document shall be changed. Any other changes in the agreements can be made only by mutual agreement with the parties at the Coast level.

15.4 The Employers agree that it is desirable 303
from the standpoint of both parties to mechanize and/or improve methods of operation where such is economically feasible and practical. Therefore, the Employers agree that they will add machines or devices or institute improved methods regardless of the origin of such ideas provided the parties can agree to certain "ground rules" to implement the principles stated above.

(See Addendum, Addition Of Machines Where Economically Feasible and Practical.)

15.5 Any disputes concerning the interpretation or application of provisions of this Contract Document relating to the subject matter of this Section 15 may be submitted directly to the Joint Coast Labor Relations Committee. 304

SECTION 16

SAFETY

16.1 Recognizing that prevention of accidents is mutually beneficial, the responsibility of the parties in respect thereto shall be as follows: 305

16.11 The Union and the Employers will 306
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.

16.12 The Employers will provide safe gear and safe working conditions and comply with all safety rules. 307

16.13 Each individual employer will continue to furnish protective clothing or devices as he did on October 18, 1960, even though not specifically required by the Pacific Coast Marine Safety Code. At the local level the parties will from time to time review the question of protective clothing and devices and arrive at and maintain an orderly procedure for the issuance, safeguarding, and return of the items furnished by the employers. 308

16.14 The Employers will maintain, direct and administer an adequate accident prevention program. 309

16.15 The Union will cooperate in this program and develop and maintain procedures to influence all longshoremen to cooperate in every way that will help prevent industrial accidents and minimize injuries when accidents occur. 310

16.16 The employees individually must comply with all safety rules and cooperate with management in the carrying out of the accident prevention program. 311

16.2 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 con- 312

sist of equal numbers of employer and employee representatives at the job level. Each category of employees 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 17

JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

17.1 Joint Labor Relations Committees. 313

17.11 The parties shall establish and maintain, during the life of this Agreement, a Joint Port Labor Relations Committee for each port affected by this Contract Document, four Joint Area Labor Relations Committees, and a Joint Coast Labor Relations Committee. Each of said Labor Relations Committees shall be comprised of three or more representatives designated by the Union and three or more representatives designated by the Employers. Each side of the committee shall have equal vote. 314

17.12 The duties of the Joint Port Labor Relations Committee shall be: 315

17.121 To maintain and operate the dispatching hall. 316

17.122 To exercise control of the registered lists of the port, as specified in 8.3. 317

17.123 To decide questions regarding rotation of gangs and extra men. 318

17.124 To investigate and adjudicate all grievances and disputes according to the procedure outlined in this Section 17. 319

17.125 To investigate and adjudicate any complaint against any longshoreman whose conduct on the job, or in the dispatching hall, causes disruption of normal harmony in the relationship of the parties hereto or the frustration and/or violation of the provisions of the working or dispatching rules or of this Agreement. The application of this 17.125 shall not negate procedure for penalties as provided for in 17.7. 320

17.126 To carry out such other functions as are assigned to it herein or by the parties, directly or through the Joint Coast Labor Relations Committee. 321

17.13 There shall be a Joint Area Labor Relations Committee for each of the four port areas (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington). Such Committee shall investigate and adjudicate grievances not settled at the local level. The Area Joint Labor Relations 322

Committee step may be eliminated by agreement at the area level or may be bypassed by agreement at the port level.

17.14 The Joint Coast Labor Relations Committee shall function in the administration of this Agreement as provided herein and shall investigate and adjudicate grievances as provided herein. 323

17.141 All meetings of the Joint 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. 324

17.15 The grievance procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising between the Union or any person working under this Agreement or both, on the one hand, and the Association or any employer acting under this Agreement or both, on the other hand, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the grievance procedure has been exhausted. 325

17.16 Pending investigation and adjudication of such disputes work shall continue and be performed as provided in Section 11. 326

17.2 Grievances arising on the job shall be processed in accordance with the procedure hereof beginning with 17.21. Other grievances as to which there are no specific provisions here- 327

in shall be processed in accordance with the provisions hereof beginning with 17.23.

17.21 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. 328

17.22 If the grievance is not settled as provided in 17.21, it shall be referred for determination to an official designated by the Union and to a representative designated by the Employers. 329

17.23 If the grievance is not settled in 17.21 and 17.22 or does not arise on the job, it shall be referred to the Joint Port Labor Relations Committee which shall have the power and duty to investigate and adjudicate it. 330

17.24 In the event that the Employer and Union members of any Joint 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 Joint Area Labor Relations Committee for decision. 331

17.25 In the event that the Employer and Union members of any Joint 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 332

Area Arbitrator for hearing and decision, and the decision of the Area Arbitrator shall be final and conclusive except as otherwise provided in 17.26.

17.26 The Joint Coast Labor Relations 333
Committee has jurisdiction to consider issues that are presented to it in accordance with this Agreement and shall exercise such jurisdiction where it is mandatory and may exercise it where such jurisdiction is discretionary as provided in 17.261, 17.262 and other provisions of this Agreement.

17.261 Any decision of a Joint Port or 334
Joint 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 Joint Coast Labor Relations Committee (and, if the Joint Coast Labor Relations Committee cannot agree, to the Coast Arbitrator, for review). The Joint 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. It shall be the duty of the moving party in any case brought before the Coast Arbitrator under the provisions of this 17.261 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.

17.262 The Joint Coast Labor Relations Committee and the Coast Arbitrator shall have power to review decisions relative to the operation of dispatching halls, or the interpretation of port working and dispatching rules, or discharges, or pay (including travel pay and penalty rates), but shall exercise it in any case only if the Committee decides to review the specific case. 335

17.263 When either the Union or the Association claims that there has been a violation of Section 13 by anyone bound by this Agreement, the grievance shall be submitted to the Joint Coast Labor Relations Committee and shall be resolved there or referred to the Coast Arbitrator for hearing and decision in accordance with the applicable contract provisions. 336

17.27 In the event that the Employer and Union members of the Joint Coast Labor Relations Committee fail to agree on any question before it, including a question as to whether the issue was properly before the Coast Labor Relations Committee, such question shall be immediately referred at the request of either party to the Coast Arbitrator for hearing and decision, and the decision of the Coast Arbitrator shall be final and conclusive. 337

17.28 Miscellaneous provisions. 338

17.281 Should either party fail to participate in any of the steps of the grievance machinery, the matter shall automatically move to the next higher level. 339

17.282 If the local grievance machinery 340
becomes stalled or fails to work, the matter in
dispute can be referred at once by either the
Union or the Association to the Joint Coast
Labor Relations Committee for disposition.

17.283 The hearing and investigation 341
of grievances relating to discipline by return to
the dispatching hall (17.7), penalties (17.8)
and dispatching hall personnel (8.23) shall be
given precedence over all other business before
the Joint Port and Joint Area Labor Relations
Committees and before the Area Arbitrator.

17.284 Nothing in this Section 17 shall 342
prevent the parties from mutually agreeing
upon other means of deciding matters upon
which there has been disagreement.

17.3 Business Agents. 343

17.31 To aid in prompt settlement of grie- 344
vances and to observe Agreement performance,
it is agreed that Business Agents as Union rep-
resentatives shall have access to ships and
wharves of the employer 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.

17.4 When any longshoreman (whether a 345
registered longshoreman or an applicant for
registration or a casual longshoreman) claims
that he has been discriminated against in viola-
tion of Section 13 of this Agreement, he may

at his option and expense, or either the Union or the Association may at its option and at their joint expense, have such complaint adjudicated hereunder, which procedure shall be the exclusive remedy for any such discrimination.

17.41 Such remedy shall be begun by the filing of a grievance with the Joint Port Labor Relations Committee setting forth the grievance and the facts as to the alleged discrimination. Such a grievance shall be timely if presented within ten (10) days of the occurrence of the alleged discrimination. Such grievance shall be investigated by the Joint Port Labor Relations Committee at a regular or special meeting of the Committee at which the individual involved shall be permitted to appear to state his case, at which time he may present oral and written evidence and argument. 346

17.411 With respect to any claim of violation of Section 13, the Joint Port Labor Relations Committee shall extend the time for filing of such claim beyond the time established in Section 17.41 whenever such extension is necessary because the period of limitation otherwise applicable is determined to be unlawful or because in the judgment of the Committee in the exercise of its sound discretion, such an extension is otherwise necessary to prevent inequity but in no event shall the time for filing of such claims be extended beyond six (6) months from the date of the occurrence of the alleged discrimination. 347

17.42 Either the Employers, the Union or 348
the man involved may take an appeal from the
decision of the Joint Port Labor Relations Com-
mittee. Such appeal shall be to the Joint Coast
Labor Relations Committee by letter addressed
to the Joint Coast Labor Relations Committee.
To be timely, such appeal must be delivered or
mailed within seven (7) days of the decision of
the Joint Port Labor Relations Committee.

17.421 If such an appeal is taken within 349
the time limits allowed, the Joint Coast Labor
Relations Committee shall either confirm or re-
verse or modify the decision of the Joint Port
Labor Relations Committee without any further
hearing, or order a further hearing and there-
upon issue its decision on the basis of the entire
record including that at both hearings.

17.43 An appeal from the decision of the 350
Joint Coast Labor Relations Committee can be
presented to the Coast Arbitrator (or by agree-
ment of the Joint Coast Labor Relations Com-
mittee to an Area Arbitrator) by the individual
involved, the Employers, or the Union. Appeal
shall be by a written request for an arbitrator's
hearing mailed or delivered to the Union and
the Employer representatives of the Joint Coast
Labor Relations Committee if by an individual,
or to the individual and the other party's repre-
sentative on the Joint Coast Labor Relations
Committee if by either the Union or the Em-
ployers. Such an appeal shall be timely only if
such request for an arbitrator's hearing is so

filed in writing with the Joint Coast Labor Relations Committee no later than seven (7) days after issuance of the decision of the Joint Coast Labor Relations Committee from which an appeal to an arbitrator is taken.

17.431 The arbitration procedure shall 351
be carried on in accordance with the procedures
generally applicable under this Agreement for
arbitration before the Coast Arbitrator.

17.5 Arbitrators and awards. 352

17.51 The parties have an arbitrator for 353
each of the said four port areas and a Coast
Arbitrator. If any arbitrator shall at any time
be unable or refuse or fail to act, the parties
shall select his successor or substitute. If a
vacancy occurs and the parties fail to agree on
the successor or substitute, he shall be ap-
pointed at the request of either party by Mr. E.
D. Conklin.

17.52 Powers of arbitrators shall be lim- 354
ited strictly to the application and interpreta-
tion of the Agreement as written. The arbitra-
tors shall have jurisdiction to decide any and all
disputes arising under the Agreement including
cases dealing with the resumption or continua-
tion of work.

17.53 Arbitrators' decisions must be based 355
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.

17.54 In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for any further service. 356

17.55 All decisions of the arbitrators, except as provided in 17.261 and 17.6, shall be final and binding upon all parties. Decisions shall be in writing signed by the arbitrator and delivered to the respective parties. 357

17.56 All expenses and salaries of the arbitrators shall be borne equally by the parties, except where specifically provided herein to the contrary. 358

17.6 Informal hearings and interim rulings. 359

17.61 When a grievance or dispute arises on the job and is not resolved through the steps of 17.21 and 17.22, and it is claimed that work is not being continued as required by Section 11, a request by either party shall refer the matter to the Area Arbitrator (or by agreement of the Joint Coast Labor Relations Committee to the Coast Arbitrator) for his consideration in an informal hearing; such referral may be prior to formal disagreement in any Joint Labor Relations Committee or upon failure to agree on the question in the Joint Area Labor Relations Committee. Such hearing may be ex parte if 360

either party fails or refuses to participate, provided that the arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

17.62 The arbitrator shall act with his powers limited strictly to the application and interpretation of the Agreement as written. The parties shall have the right to present such views as they wish to the arbitrator, but it shall not be necessary to have a shorthand or stenotype reporter present to report the proceedings nor shall employment of counsel be necessary. The arbitrator, on this basis, shall promptly issue an oral interim ruling with respect to the grievance or dispute and thereafter confirm it in writing. An interim ruling shall be binding on the parties regarding the particular issue on the particular ship on the particular occasion but shall not be a precedent for other cases. Any interim ruling shall be binding unless reversed by a contrary decision after a formal hearing. 361

17.63 If either party is dissatisfied with the interim ruling, the question shall be immediately referred at the request of such party to the arbitrator for hearing and decision in accordance with the normal procedure under 17.5 of this Agreement; the arbitrator shall then proceed as if there had been a failure to agree on the question by the Joint Area Labor Relations Committee, provided that the arbitrator may temporarily delay a hearing to permit prompt 362

bona fide efforts to settle the question in the Port or Area Joint Labor Relations Committee.

17.64 The use of the informal procedure 363 leading to an interim ruling can be waived by consent of both parties with respect to any particular dispute or grievance. If at the beginning of the informal procedure either party establishes a good faith claim that an issue, other than a dispute with respect to Section 11, is of general significance or that the formal procedure will be necessary to settle such issue, the arbitrator shall rule that the informal procedure be bypassed regarding such issue. In the absence of such waiver or decision to bypass, the arbitrator shall hold an informal hearing and issue an interim ruling regarding the dispute in accordance with the procedure set forth above.

17.7 Discipline by return to the dispatching 364 hall.

17.71 The employer shall have the right 365 to return to the dispatching hall any man (or to send home any nonregistered man) for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement.

17.72 Such longshoreman shall not be dis- 366 patched to such employer until his case shall have been heard and disposed of before the Joint Port Labor Relations Committee, and no other employer shall refuse employment to such longshoreman on the basis of such return to the dispatching hall.

17.73 If any man feels that he has been unjustly returned to the dispatching hall or dealt with, his grievance shall be taken up as provided in 17.2 beginning with 17.23. 367

17.74 In case of return to the dispatching hall without sufficient cause, the Joint Port Labor Relations Committee may order payment for lost time or reinstatement with or without payment for lost time. 368

17.75 When an employer returns a gang to the dispatching hall for cause, its gear priority terminates and such employer may carry on work at the hatch or gear involved without delay. The hatch or gear involved shall not stand idle because of any action or nonaction of the Union or longshoremen or the dispatching hall. A replacement gang shall be dispatched promptly upon order of the employer. Until the replacement gang turns to or if one is not ordered or cannot be dispatched, any other gang employed by the employer shall shift to the hatch or gear involved as directed by the employer. The returned gang shall not be redispached to the job involved unless it is the only available gang and the Association requests that it be dispatched. The provisions of 17.73 and 17.74 shall apply with respect to any gang returned to the dispatching hall for cause. 369

17.8 Penalties for work stoppages, assault, pilferage, drunkenness and other offenses. 370

17.81 All longshoremen shall perform their work conscientiously and with sobriety 371

and with due regard to their own interests shall not disregard the interests of the employer. Any employee 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 for which he has been found guilty under the Contract procedures, cancelled from registration. A determination that an onerous or health and safety claim made in good faith shall be disallowed is not a finding that a man is guilty of an offense within the meaning of this Section. Any employer may file with the Union a complaint against any member of the Union and the Union shall act thereon and notify the Joint Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint. An employer shall not be required to appear nor need he participate in discipline by the Union of its members beyond the filing of complaints.

17.811 If within thirty (30) days there- 372
after the Employers are dissatisfied with the disciplinary action taken under 17.81, then the following independent procedure of 17.82 may be followed, which procedure shall also be applicable in the case of longshoremen not members of the Union.

17.82 The Joint Port Labor Relations 373
Committee has the power and duty to impose penalties on longshoremen who are found guilty of stoppages of work, assault, refusal to

work cargo in accordance with the provisions of this Agreement, or who leave the job before relief is provided, or who are found guilty of pilfering or broaching cargo or of drunkenness or who in any other manner violate the provisions of this Agreement or any award or decision of an arbitrator. In determining penalties neither the parties nor the arbitrators shall consider offenses that predate by five (5) years or more the date of a current offense.

17.821 Assault. 374

17.8211 For first offense assault: 375
Minimum penalty, one year's suspension from work. Maximum penalty, discretionary.

17.8212 For second offense assault: 376
Mandatory cancellation from registered list upon request of either party.

17.8213 In either case such conviction 377
shall not be dependent upon the existence of a prior court decision, nor shall the determination of guilt await a court decision.

17.822 Pilferage. 378

17.8221 For first offense pilferage: 379
Minimum penalty, 60 days' suspension from work. Maximum penalty, discretionary.

17.8222 For second offense pilferage: 380
Mandatory cancellation from registered list upon request of the employer.

17.823 Drunkenness or smoking in 381
prohibited areas.

17.8231 First offense: Suspension 382
for 15 days.

17.8232 Second offense: Suspension 383
for 30 days.

17.8233 Succeeding offenses: Mini- 384
mum penalty, 60 days' suspension; maximum
penalty, discretionary.

17.824 Suspensions under the foregoing 385
provisions shall follow convictions by either
the Union grievance machinery or by the Joint
Port Labor Relations Committee, either of
whom shall accept a prior court decision. The
court decision will be considered by the parties
and they shall discount the penalties set forth
above accordingly. Where a fine has been as-
sessed then the days off on suspension shall be
discounted at the rate of five dollars (\$5.00)
per day. Any man suspended under these pro-
visions shall not be dispatched for work in any
port covered by this Agreement until the sus-
pension penalty has been served.

17.83 Any longshoremen having records 386
of habitual drunkenness or whose conduct on
the job or in the dispatching hall causes disrup-
tion of normal harmony in the relationship of
the parties hereto, or who physically assault
anyone in the dispatching hall or on the job, or
who have records of working in a manner that
endangers other workers shall not be dis-
patched to operate or used to operate any hoist-
ing or mechanical equipment or devices or to
supervise the operation of such equipment.

17.84 In the event of disagreement at the 387
Joint Port Labor Relations Committee level as
to the imposition of penalties under this 17.8,
the issue shall be processed immediately
through the grievance procedure, and to the
Area Arbitrator, if necessary.

17.85 The rules and penalties provided 388
hereinabove shall be applicable to fully regis-
tered longshoremen and, except where a more
stringent rule or penalty is applicable pursuant
to 17.851, to limited registered longshoremen
and to nonregistered longshoremen.

17.851 More stringent rules and penal- 389
ties than those provided hereinabove that are
applicable to limited registered longshoremen
or to nonregistered longshoremen or to both
such groups may be adopted or modified by
unanimous action of the Joint Coast Labor
Relations Committee and, subject to the control
of such Committee so exercised, more stringent
rules and penalties applicable to limited regis-
tered men or nonregistered men or to both
groups that are provided in existing and future
local joint working, dispatching, and registra-
tion rules and procedures or by mutually agreed
practices shall be applicable.

SECTION 18

GOOD FAITH GUARANTEE

18.1 As an explicit condition hereof, the parties 390
are committed to observe this Agreement
in good faith. The Union commits the locals

and every longshoreman it represents to observe this commitment without resort to gimmicks or subterfuge. The Employers give the same guarantee of good faith observance on their part.

SECTION 19 STEAM SCHOONERS

19.1 The provisions of this Contract Document shall apply to all longshoremen's work, as defined in Section 1, on or in connection with steam schooners with the exceptions as set forth below: 391

19.11 A steam schooner is any dry cargo vessel plying in the steam schooner trade. 392

19.12 The steam schooner trade is hereby defined as the operation of steam schooners between the ports of California, Oregon and Washington and between these ports and British Columbia and Alaska; provided that such definition does not include vessels operating between Seattle and Puget Sound ports and Alaska. 393

19.13 Longshoremen shall perform all dock work and subject to 1.3 shall work aboard ships in accordance with the following: 394

19.131 Steam schooners are Class A when longshoremen are being assigned all of the longshore work except the work performed at one hatch or gear, or the work being performed in the handling of certain cargoes requiring the use of two gears, such as piling, poles, logs, etc. 395

19.132 On each call of a steam schooner 396
operating Class A: at any port the employer as-
signs the vessel's members of the deck depart-
ment (hereinafter referred to as "sailor gang")
to one hatch selected for reasons of good ship
operations. During such call the sailor gang is
shifted out of that hatch to handle cargo at
another hatch only as stated above in 19.131 or
when sufficient longshoremen are not available.
For the purposes herein, San Francisco is one
port and the East Bay is one port.

19.133 Gear up or down and hatches off 397
or on by the sailors is permitted on Class A ves-
sels. The time for starting longshoremen shall
not be delayed beyond the regular starting time
for starting a shift in order to permit sailors to
do such work.

19.134 Tidewater ports that have a 398
working arrangement which depends on con-
ditions of the tide rather than the hours of the
day should define such practices by a local work-
ing rule or rules, and until they are placed in
writing such past practices shall continue.

19.14 LSM-type vessels are Class A pro- 399
vided that longshoremen perform the follow-
ing work at all times they are available; two
hook-on men, one utility man, one hatch tender
and, subject to 1.3, one crane operator, both in
loading and discharging. Longshoremen shall
perform work aboard these vessels only when
called upon to do so.

19.15 When an employer fails to assign 400

sufficient work to longshoremen at any hatch or hatches to meet the qualifications for Class A, then a vessel is Class B and in connection therewith longshoremen shall perform work aboard ship only when called upon to do so.

19.151 A vessel may switch from Class 401
A to Class B or from Class B to Class A on an hour by hour basis.

19.2 No arbitrator may consider or deter- 402
mine any issue regarding the scope of work of longshoremen or others to perform cargo work on steam schooners or make any decision denying the right of crew members to perform such cargo work, but the arbitrators may determine any other question or issue arising in connection with the steam schooner trade, including issues arising under Section 11 and issues regarding classifications A and B.

19.3 The penalty rate of \$1.00 per hour 403
straight time and \$1.50 per hour overtime — ship and dock — shall apply with respect to steam schooners while working Class B.

SECTION 20

TERM OF AGREEMENT AND ITEMS OPEN TO REVIEW DURING TERM OF AGREEMENT

20.1 This Agreement shall remain in effect 404
— unless terminated in accordance with other provisions in the Agreement or unless the termination date is extended by mutual agreement — until July 1, 1971, 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 21 WELFARE, PENSION, MECHANIZATION AND MODERNIZATION PLANS

21.1 The parties hereto have agreements on 405 the subjects of Welfare, Pensions and on Mechanization and Modernization* for long-shoremen covered by this Agreement as set forth in the ILWU-PMA Welfare Agreement as amended, and the ILWU-PMA Welfare Fund — Declaration of Trust as amended, the ILWU-PMA Pension Agreement as amended, and the ILWU-PMA Pension Fund — Declaration of Trust as amended, the ILWU-PMA Supplemental Agreement on Mechanization and Modernization as amended, and the Trust Indentures established under the ILWU-PMA Mechanization and Modernization Plan.

SECTION 22 MODIFICATION

22.1 No provision or term of this Agreement 406 may be amended, modified, changed, altered or

*(See Appendix II-B, St. Sure Clarification Letter.)

waived except by a written document executed by the parties hereto.

22.2 All joint working and dispatching rules shall remain in effect unless changed pursuant to Section 15. All other restrictions on the employer or longshoremen that are in conflict with the provisions of this Agreement are null and void. 407

22.3 The parties agree to meet for the purpose of codifying their agreement with respect to 'the subject matter covered in arbitrators' awards and rulings of the Joint Coast Labor Relations Committee. The parties will incorporate that agreement into this Agreement at a time and in a manner to be agreed to by the parties. 408

22.31 Pending such codification, the parties agree that all arbitration decisions and rulings of the Labor Relations Committees with respect to provisions of the 1961-1966 Contract that are not changed or modified in this Agreement, remain in effect; the foregoing is subject to the right of either party, by motion in the Joint Coast Labor Relations Committee, to seek a review or reopening of any such decision or ruling during the term of this Agreement. If there is disagreement on any proposal to change or modify such decision or ruling, the issue of whether the decision or ruling is in accordance with this Agreement may be submitted to the Coast Arbitrator for decision. 409

IN WITNESS WHEREOF, the parties hereto have signed this Contract Document effective as of July 1, 1966.

**PACIFIC MARITIME
ASSOCIATION**
on behalf of its members

**INTERNATIONAL
LONGSHOREMEN'S AND
WAREHOUSEMEN'S
UNION**

on behalf of itself and each and all of its longshore locals in California, Oregon and Washington and all employees performing work under the scope, terms and conditions of this Agreement.

/s/ Rocco C. Siciliano
/s/ B. H. Goodenough
/s/ J. A. Robertson

/s/ Harry Bridges
/s/ William T. Ward
/s/ William H. Forrester

WAGE SCHEDULE 1967-1969*

Penalty **	First and Second Shifts			Third Shift		
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.	6th Hr.
None	3.88	5.82	8.73	6.985	10.475	10.475
15¢	4.03	6.045	9.07	7.21	10.815	10.815
20¢	4.08	6.12	9.18	7.285	10.925	10.925
25¢	4.13	6.195	9.29	7.36	11.04	11.04
30¢	4.18	6.27	9.405	7.435	11.15	11.15
35¢	4.23	6.345	9.52	7.51	11.265	11.265
50¢	4.38	6.57	9.855	7.735	11.60	11.60
85¢	4.73	7.095	10.64	8.26	12.39	12.39
\$1.20	5.08	7.62	11.43	8.785	13.175	13.175
\$3.88 Explosives	7.76	11.64	17.46	12.805	19.205	19.205

*Effective 8:00 A.M. May 15, 1967 — 8:00 A.M. June 28, 1969

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1967-1969*

Penalty **	First and Second Shifts			15¢ SKILL	
	ST	OT	1.5 OT	0-5 Hrs.	Third Shift 6th Hr.
None	4.03	6.045	9.07	7.255	10.88
15¢	4.18	6.27	9.405	7.48	11.22
20¢	4.23	6.345	9.52	7.555	11.33
25¢	4.28	6.42	9.63	7.63	11.445
30¢	4.33	6.495	9.74	7.705	11.555
35¢	4.38	6.57	9.855	7.78	11.67
50¢	4.53	6.795	10.19	8.005	12.005
85¢	4.88	7.32	10.98	8.53	12.795
\$1.20	5.23	7.845	11.77	9.055	13.58
\$3.88 Explosives	7.91	11.865	17.80	13.075	19.61

*Effective 8:00 A.M. May 15, 1967 — 8:00 A.M. June 28, 1969

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1967-1969*

20¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.08	6.12	9.18	7.345	11.015
15¢	4.23	6.345	9.52	7.57	11.355
20¢	4.28	6.42	9.63	7.645	11.465
25¢	4.33	6.495	9.74	7.72	11.58
30¢	4.38	6.57	9.855	7.795	11.69
35¢	4.43	6.645	9.97	7.87	11.805
50¢	4.58	6.87	10.305	8.095	12.14
85¢	4.93	7.395	11.09	8.62	12.93
\$1.20	5.28	7.92	11.88	9.145	13.715
\$3.88 Explosives	7.96	11.94	17.91	13.165	19.745

*Effective 8:00 A.M. May 15, 1967 — 8:00 A.M. June 28, 1969

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1967-1969* 25¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.13	6.195	9.29	7.435	11.15
15¢	4.28	6.42	9.63	7.66	11.49
20¢	4.33	6.495	9.74	7.735	11.60
25¢	4.38	6.57	9.855	7.81	11.715
30¢	4.43	6.645	9.97	7.885	11.825
35¢	4.48	6.72	10.08	7.96	11.94
50¢	4.63	6.945	10.42	8.185	12.275
85¢	4.98	7.47	11.205	8.71	13.065
\$1.20	5.33	7.995	11.99	9.235	13.85
\$3.88 Explosives	8.01	12.015	18.02	13.255	19.88

*Effective 8:00 A.M. May 15, 1967 — 8:00 A.M. June 28, 1969

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1967-1969* 30¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.18	6.27	9.405	7.525	11.285
15¢	4.33	6.495	9.74	7.75	11.625
20¢	4.38	6.57	9.855	7.825	11.735
25¢	4.43	6.645	9.97	7.90	11.85
30¢	4.48	6.72	10.08	7.975	11.96
35¢	4.53	6.795	10.19	8.05	12.075
50¢	4.68	7.02	10.53	8.275	12.41
85¢	5.03	7.545	11.32	8.80	13.20
\$1.20	5.38	8.07	12.105	9.325	13.985
\$3.88 Explosives	8.06	12.09	18.135	13.345	20.015

*Effective 8:00 A.M. May 15, 1967 — 8:00 A.M. June 28, 1969

**Penalty Cargo List follows Wage Schedules.

Penalty **	WAGE SCHEDULE 1967-1969*				40 ⁺ SKILL	
	First and Second Shifts		Third Shift			
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.	
None	4.28	6.42	9.63	7.705	11.555	
15¢	4.43	6.645	9.97	7.93	11.895	
20¢	4.48	6.72	10.08	8.005	12.005	
25¢	4.53	6.795	10.19	8.08	12.12	
30¢	4.58	6.87	10.305	8.155	12.23	
35¢	4.63	6.945	10.42	8.23	12.345	
50¢	4.78	7.17	10.755	8.455	12.68	
85¢	5.13	7.695	11.54	8.98	13.47	
\$1.20	5.48	8.22	12.33	9.505	14.255	
\$3.88 Explosives	8.16	12.24	18.36	13.525	20.285	

*Effective 8:00 A.M. May 15, 1967 — 8:00 A.M. June 28, 1969

**Penalty Cargo List follows Wage Schedules.

Penalty **	WAGE SCHEDULE 1969-1970*			BASE RATE		
	First and Second Shifts			Third Shift		
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.	
None	4.08	6.12	9.18	7.345	11.015	
15¢	4.23	6.345	9.52	7.57	11.355	
20¢	4.28	6.42	9.63	7.645	11.465	
25¢	4.33	6.495	9.74	7.72	11.58	
30¢	4.38	6.57	9.855	7.795	11.69	
35¢	4.43	6.645	9.97	7.87	11.805	
50¢	4.58	6.87	10.305	8.095	12.14	
85¢	4.93	7.395	11.09	8.62	12.93	
\$1.20	5.28	7.92	11.88	9.145	13.715	
\$4.08 Explosives	8.16	12.24	18.36	13.465	20.195	

*Effective 8:00 A.M. June 28, 1969 — 8:00 A.M. June 27, 1970

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1969-1970*

15¢ SKILL

Penalty **	First and Second Shifts			Third Shift		
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.	
None	4.23	6.345	9.52	7.615	11.42	
15¢	4.38	6.57	9.855	7.84	11.76	
20¢	4.43	6.645	9.97	7.915	11.87	
25¢	4.48	6.72	10.08	7.99	11.985	
30¢	4.53	6.795	10.19	8.065	12.095	
35¢	4.58	6.87	10.305	8.14	12.21	
50¢	4.73	7.095	10.64	8.365	12.545	
85¢	5.08	7.62	11.43	8.89	13.335	
\$1.20	5.43	8.145	12.22	9.415	14.12	
\$4.08 Explosives	8.31	12.465	18.70	13.735	20.60	

*Effective 8:00 A.M. June 28, 1969 — 8:00 A.M. June 27, 1970

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1969-1970* 20¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.28	6.42	9.63	7.705	11.555
15¢	4.43	6.645	9.97	7.93	11.895
20¢	4.48	6.72	10.08	8.005	12.005
25¢	4.53	6.795	10.19	8.08	12.12
30¢	4.58	6.87	10.305	8.155	12.23
35¢	4.63	6.945	10.42	8.23	12.345
50¢	4.78	7.17	10.755	8.455	12.68
85¢	5.13	7.695	11.54	8.98	13.47
\$1.20	5.48	8.22	12.33	9.505	14.255
\$4.08 Explosives	8.36	12.54	18.81	13.825	20.735

*Effective 8:00 A.M. June 28, 1969 — 8:00 A.M. June 27, 1970

**Penalty Cargo List follows Wage Schedules.

Penalty **	WAGE SCHEDULE			1969-1970*			25¢ SKILL		
	First and Second Shifts			Third Shift			0-5 Hrs.		
	ST	OT	1.5 OT	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.	11.69
None	4.33	6.495	9.74	7.95	8.02	12.03	8.095	12.14	12.255
15¢	4.48	6.72	10.08	8.17	8.245	12.365	8.32	12.48	12.815
20¢	4.53	6.795	10.19	8.17	8.245	12.365	8.32	12.48	12.815
25¢	4.58	6.87	10.305	8.17	8.245	12.365	8.32	12.48	12.815
30¢	4.63	6.945	10.42	8.17	8.245	12.365	8.32	12.48	12.815
35¢	4.68	7.02	10.53	8.17	8.245	12.365	8.32	12.48	12.815
50¢	4.83	7.245	10.87	8.17	8.245	12.365	8.32	12.48	12.815
85¢	5.18	7.77	11.655	8.17	8.245	12.365	8.32	12.48	12.815
\$1.20	5.53	8.295	12.44	8.17	8.245	12.365	8.32	12.48	12.815
\$4.08 Explosives	8.41	12.615	18.92	8.17	8.245	12.365	8.32	12.48	12.815

*Effective 8:00 A.M. June 28, 1969 — 8:00 A.M. June 27, 1970

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1969-1970*

30¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.38	6.57	9.855	7.885	11.825
15¢	4.53	6.795	10.19	8.11	12.165
20¢	4.58	6.87	10.305	8.185	12.275
25¢	4.63	6.945	10.42	8.26	12.39
30¢	4.68	7.02	10.53	8.335	12.50
35¢	4.73	7.095	10.64	8.41	12.615
50¢	4.88	7.32	10.98	8.635	12.95
85¢	5.23	7.845	11.77	9.16	13.74
\$1.20	5.58	8.37	12.555	9.685	14.525
\$4.08 Explosives	8.46	12.69	19.035	14.005	21.005

*Effective 8:00 A.M. June 28, 1969 — 8:00 A.M. June 27, 1970

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1969-1970*

Penalty **	First and Second Shifts			40¢ SKILL	
	ST	OT	1.5 OT	0-5 Hrs.	Third Shift 6th Hr.
None	4.48	6.72	10.08	8.065	12.095
15¢	4.63	6.945	10.42	8.29	12.435
20¢	4.68	7.02	10.53	8.365	12.545
25¢	4.73	7.095	10.64	8.44	12.66
30¢	4.78	7.17	10.755	8.515	12.77
35¢	4.83	7.245	10.87	8.59	12.885
50¢	4.98	7.47	11.205	8.815	13.22
85¢	5.33	7.995	11.99	9.34	14.01
\$1.20	5.68	8.52	12.78	9.865	14.795
\$4.08 Explosives	8.56	12.84	19.26	14.185	21.275

*Effective 8:00 A.M. June 28, 1969 — 8:00 A.M. June 27, 1970

**Penalty Cargo List follows Wage Schedules.

Penalty **	WAGE SCHEDULE 1970-1971 *			BASE RATE		
	First and Second Shifts			Third Shift		
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.	
None	4.28	6.42	9.63	7.705	11.555	
15¢	4.43	6.645	9.97	7.93	11.895	
20¢	4.48	6.72	10.08	8.005	12.005	
25¢	4.53	6.795	10.19	8.08	12.12	
30¢	4.58	6.87	10.305	8.155	12.23	
35¢	4.63	6.945	10.42	8.23	12.345	
50¢	4.78	7.17	10.755	8.455	12.68	
85¢	5.13	7.695	11.54	8.98	13.47	
\$1.20	5.48	8.22	12.33	9.505	14.255	
\$4.28 Explosives	8.56	12.84	19.26	14.125	21.185	

*Effective 8:00 A.M. June 27, 1970 — 8:00 A.M. July 1, 1971

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1970-1971*

15¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.43	6.645	9.97	7.975	11.96
15¢	4.58	6.87	10.305	8.20	12.30
20¢	4.63	6.945	10.42	8.275	12.41
25¢	4.68	7.02	10.53	8.35	12.525
30¢	4.73	7.095	10.64	8.425	12.635
35¢	4.78	7.17	10.755	8.50	12.75
50¢	4.93	7.395	11.09	8.725	13.085
85¢	5.28	7.92	11.88	9.25	13.875
\$1.20	5.63	8.445	12.67	9.775	14.66
\$4.28 Explosives	8.71	13.065	19.60	14.395	21.59

*Effective 8:00 A.M. June 27, 1970 — 8:00 A.M. July 1, 1971

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1970-1971 * 20¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.48	6.72	10.08	8.065	12.095
15¢	4.63	6.945	10.42	8.29	12.435
20¢	4.68	7.02	10.53	8.365	12.545
25¢	4.73	7.095	10.64	8.44	12.66
30¢	4.78	7.17	10.755	8.515	12.77
35¢	4.83	7.245	10.87	8.59	12.885
50¢	4.98	7.47	11.205	8.815	13.22
85¢	5.33	7.995	11.99	9.34	14.01
\$1.20	5.68	8.52	12.78	9.865	14.795
\$4.28 Explosives	8.76	13.14	19.71	14.485	21.725

*Effective 8:00 A.M. June 27, 1970 — 8:00 A.M. July 1, 1971

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1970-1971*

25¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.53	6.795	10.19	8.155	12.23
15¢	4.68	7.02	10.53	8.38	12.57
20¢	4.73	7.095	10.64	8.455	12.68
25¢	4.78	7.17	10.755	8.53	12.795
30¢	4.83	7.245	10.87	8.605	12.905
35¢	4.88	7.32	10.98	8.68	13.02
50¢	5.03	7.545	11.32	8.905	13.355
85¢	5.38	8.07	12.105	9.43	14.145
\$1.20	5.73	8.595	12.89	9.955	14.93
\$4.28 Explosives	8.81	13.215	19.82	14.575	21.86

*Effective 8:00 A.M. June 27, 1970 — 8:00 A.M. July 1, 1971

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1970-1971 * 30¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.58	6.87	10.305	8.245	12.365
15¢	4.73	7.095	10.64	8.47	12.705
20¢	4.78	7.17	10.755	8.545	12.815
25¢	4.83	7.245	10.87	8.62	12.93
30¢	4.88	7.32	10.98	8.695	13.04
35¢	4.93	7.395	11.09	8.77	13.155
50¢	5.08	7.62	11.43	8.995	13.49
85¢	5.43	8.145	12.22	9.52	14.28
\$1.20	5.78	8.67	13.005	10.045	15.065
\$4.28 Explosives	8.86	13.29	19.935	14.665	21.995

*Effective 8:00 A.M. June 27, 1970 — 8:00 A.M. July 1, 1971

**Penalty Cargo List follows Wage Schedules.

WAGE SCHEDULE 1970-1971* 40⁺ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None	4.68	7.02	10.53	8.425	12.635
15¢	4.83	7.245	10.87	8.65	12.975
20¢	4.88	7.32	10.98	8.725	13.085
25¢	4.93	7.395	11.09	8.80	13.20
30¢	4.98	7.47	11.205	8.875	13.31
35¢	5.03	7.545	11.32	8.95	13.425
50¢	5.18	7.77	11.655	9.175	13.76
85¢	5.53	8.295	12.44	9.70	14.55
\$1.20	5.88	8.82	13.23	10.225	15.335
\$4.28 Explosives	8.96	13.44	20.16	14.845	22.265

*Effective 8:00 A.M. June 27, 1970 — 8:00 A.M. July 1, 1971

**Penalty Cargo List follows Wage Schedules.

PENALTY CARGO LIST

PENALTY CARGO — OTHER THAN BULK COMMODITIES
15¢ PENALTY — AUTOMATIC

For hand handling the following commodities in lots of 15 short tons or more.

The penalty shall be paid in accordance with paragraph 6.43.

The penalty payments are to be in accordance with paragraph 3.34.

Alfalfa meal or pellets in sacks.

Carborundum grits in sacks.

Cement in sacks.

Coal in sacks.

Cottonseed meal in sacks.

Creosoted wood products, unless boxed or crated.

Fertilizers in sacks, namely, tankage, animal, fish, fish meal, guano, blood meal and bone meal. (Bone meal odor freed, non-offensive and treated to prevent weeping is not included.)

Herring in boxes and barrels.

Lumber, logs and lumber products loaded out of water.

Lumber, freshly painted and paint is wet.

Lumber, chemically treated, uncrated, where treatment results in irritation and offensiveness.

Nitrate, crude, untreated, in sacks.

Ore in sacks (excludes commodities such as rutile sand, zircon sand).

Phosphates, crude, untreated in sacks (not considered treated by mere process of grinding).

15¢ PENALTY — AUTOMATIC

Pig iron, rough piled, when handled.

Refrigerated Cargo: handling and stowing in refrigerator space; meats, fowl and other cargoes in lots of 15 short tons or more or if job lasts one hour or more, to be transported at temperatures of freezing or below; and when men are required to work in hatch areas where the temperature is 32 degrees Fahrenheit or below.

Rubber, Baled, Covered with Loose Talc: to be paid to the gang actually handling this commodity including the deckmen, front men, jitney driver

Green Hides:

25¢ PENALTY — AUTOMATIC

When the above commodities in unit loads or in palletized loads are machine stowed or unstowed, should an obnoxious condition develop, a conditional penalty may be paid to those individuals subjected to that obnoxious condition.

and the dockmen working as part of the gang. If another gang is working in the same hatch on a non-penalty commodity, the ship gang members of said gang shall likewise be paid the penalty provided the holdmen of such gang are working the same deck or compartment as the gang handling the baled rubber covered with loose talc.

Sacks or Bags: loading only and to apply to the entire loading operation where table or chutes are used and the men are handling sacks weighing 120 pounds or over on the basis of one man per sack.

15¢ PENALTY — CONDITIONAL

For the following commodities when packages are leaking or sifting due to damaged or faulty containers.

Penalty payable only to those men subjected to an offensive condition.

Alfalfa meal or pellets in bags.

Cement in bags.

Aniline dyes in bags.

Coal in bags.

Aqua gel (oilwell drilling clay) in bags.

Copra meal in bags.

Asbestos in bags or sacks.

Corn starch in bags.

Barium oxide in bags or drums.

Cottonseed meal in bags.

Bichromate of soda in bags.

Creosote in pails, kits, etc., when not crated.

Borate in bags.

Cryolite in bags.

Borate in bags when not leaking or sifting but when temperature is 130 degrees Fahrenheit or more.

DDT in bags or fibre drums.

Feather meal in bags.

Calcium nitrate in bags.

Fertilizers in bags, namely, tankage, animal, fish, fish meal, guano, blood meal and bone meal.

Carborundum grits in bags.

Caustic soda in drums.

Celite and Decalite in bags.

Fish, brined, in tierces or barrels.

15¢ PENALTY — CONDITIONAL

Fish oil, whale oil and Oriental oils in drums, barrels or cases.

Gilsonite in bags.

Iron oxide in bags.

Lampblack, soot and carbon in bags.

Lime in fibre drums.

Lime, dehydrated, in bags.

Nitrate, crude, untreated in bags.

Ore in bags (excludes commodities such as rutile sand, zircon sand).

Paint pigment in bags.

Phosphates, crude, untreated in bags

Note: Because the terms "sack" and "bag" are confusing, when these words are used, they are intended to mean the following:

Sack: Refers to burlap, cotton or cloth sacks with no inner lining.

Bag: Refers to plastic, multiwall paper bags or inner-lined cloth sacks.

Working in Cramped Space:

Holdmen only — All paper and pulp in packages weighing 300 pounds or over

(not considered treated by mere process of grinding).

Plaster in bags.

Soda ash in bags.

Soy sauce in drums, barrels, etc.

Talc in bags.

Tapioca flour in bags.

Tallow in drums.

Urea in bags.

Vermiculite in bags.

Whiting in bags.

15¢ PENALTY — CONDITIONAL

per package only when winging up and when stowing in fore peaks, after peaks and special compartments other than regular cargo spaces. (This does not apply to rolls.)

When there is less than six feet of headroom (a) loading cargo in hold on top of bulk grain (b) covering logs or piling with lumber products, paid to sidemen when used.

25¢ PENALTY

Creosoted products out of water — Holdmen and boom men only.

Shovelings — The physical act of shoveling any commodity.

NEW AND UNLISTED COMMODITIES

Automatic penalties are not payable for any unlisted commodity. The parties at the local level may jointly refer any commodity and the packaging method used to the parties at the Coast level who will finally determine whether or not the item is to be added to the penalty cargo list.

Where a penalty based on offensiveness is claimed due to abnormal condition, the local parties may agree or local arbitrators may rule that a conditional penalty not to exceed the 15¢ conditional penalty rate is or is not to be paid to those subjected to the condition in the instant case.

BULK COMMODITIES (EXCLUDING BULK LIQUIDS)

(Payments to be in accordance with Paragraph 3.34)

25¢ PENALTY

Bulk commodities not otherwise specified mechanically loaded or discharged (includes incidental shoveling).

35¢ PENALTY

Bulk grain — Board men only.

50¢ PENALTY**MAXIMUM DUST PENALTY****Exceptions:**

- (1) The Understanding reached regarding the San Francisco working rule covering bulk ore or concentrate continues the 35¢ straight time and 52½¢ overtime penalties for unusually dusty, and the 85¢ straight time and \$1.27½ overtime penalties for extremely dusty, fine, dry concentrates, but limits the application of these rates specifically to bulk ore or concentrate handled at Selby only.
- (2) A similar understanding applies to Quirivelca ore handled at Tacoma, namely, the existing rate of 20¢ on sacks and 30¢ on bulk is limited to this specific commodity handled at Tacoma only.

50¢ PENALTY

The Employers shall have the right to protest the applicability of any penalty based on the characteristics of the commodity or the methods of operation, whether on a local basis or coastwise. The Union has the right to request the maximum penalty on any bulk commodity. The Joint Coast Labor Relations Committee shall finally decide whether the commodity is to be on the no penalty list, the bulk penalty list or the maximum penalty list.

The bulk penalty rate of 25¢ is based on the basic offensive characteristics of the commodity to which the employees are subjected. The local parties or the local arbitrators shall be limited in determining whether the normal bulk penalty or the maximum dust penalty is to be applied on any particular operation.

Where the method of operation removes the offensiveness for which a penalty is paid, the Employers may process a request through the grievance machinery to eliminate the penalty for that method of operation.

All local working rules are to be amended so as to conform to the new penalty cargo list as required under Section 22 and in accordance with paragraph 15.3.

BULK LIQUID CARGO

No penalty is payable on bulk liquid cargoes.

A conditional penalty of 25¢ an hour may be paid to specific men for the time they

BULK LIQUID CARGO

are subjected to an offensive condition when employed in the following situations:

1. When longshoremen are required to work in bulk liquid tanks in order to strip the tanks of residual liquid cargo of an offensive nature.
2. Should there be a rupture of a pipe or hose used in the ship or on the dock for the loading or discharge of liquid cargo which creates an offensive condition for the men employed in the specific operation.
3. Should a spill occur on the ship or dock which creates an offensive condition for the men employed in the specific operation.

85¢ PENALTY**DAMAGED CARGO**

Cargo damaged by fire, collision, springing a leak or stranding, for that part of cargo only which is in a damaged and offensive condition.

Cargo damaged from causes other than those enumerated above shall, if inspection warrants, pay the damaged cargo rate or such other rate determined by the Port Labor Relations Committee for handling that part of the cargo only which is in a damaged and offensive condition. This provision shall apply to individual consignments which are damaged and shall not empower any committee to add to or detract from penalty cargo rates herein specified.

85¢ PENALTY

Cargo damaged from causes other than those enumerated above is understood to mean cargo damaged by reason of a casualty to the vessel or an occurrence aboard the vessel, such as a rupture in the sanitary pipes or a fuel oil leak, which produces the damaged cargo and offensive condition.

\$1.20 PENALTY

Working hatch when fire is burning or cargo is smoldering in hatch.

EXPLOSIVES

When working Class A explosives as defined by Interstate Commerce Commission regulations, all men working in connection with a ship which is loading explosives are to receive the penalty during such time as explosives are actually being worked. (Refer paragraph 6.45.)

SUPPLEMENT I

COASTWISE REGISTRATION AND TRANSFER

The Joint Port Labor Relations Committee in any port, subject to the ultimate control of the Joint Coast Labor Relations Committee, shall exercise control over registration lists in that port, including the power to make additions to or subtractions from the registered lists as may be necessary. Any longshoreman or clerk who is properly registered by a Joint Port Labor Relations Committee acting under their agreement and this Supplement I has coastwise registration under the Pacific Coast Longshore Agreement and the Master Agreement for Clerks and Related Classifications. The rights and obligations of coastwise registration shall be under the control of the Joint Coast Labor Relations Committee and subject to the provisions set forth herein below.

1. TRANSFERS OF LONGSHOREMEN BETWEEN PORTS

1.1 A longshoreman having fully registered status as a Class "A" longshoreman may transfer to another port, and as a fully registered Class "A" longshoreman at such other port, provided;

1.11 The Joint Port Labor Relations Committee at the former home port determines that a transfer is warranted on the basis of work opportunity or that there are compelling reasons for letting him transfer despite the need for him at that port and that there is an opening available for him at the port to which he seeks to be transferred.

1.12 Transfers shall not be permitted if contrary to policies established by the Joint Coast Labor Relations Committee; and

1.13 The Joint Port Labor Relations Committee to which transfer is made, by applying the usual rules finds there is an opening available for him on the list of such port and approves him for transfer of registration.

1.2 A request to transfer may be denied by the Joint Port Labor Relations Committee of the port from which

transfer is sought if the longshoreman is needed at that port or if he has not had a satisfactory record at that port.

1.3 No longshoreman shall be eligible for transfer who within a year of the application has been the subject of major discipline.

1.4 A request for transfer may be denied by the Joint Port Labor Relations Committee of the port to which the man seeks to transfer. Any denial of transfer, except because there is no opening available on its list, shall be subject to review in accordance with the procedure and rules that are applicable.

1.5 No fully registered man shall be entitled to transfer under these provisions until he has held such status for at least one year.

1.6 Hereunder, a fully registered longshoreman may transfer only to fully registered status as a longshoreman in another port. The place of the transferred man on the Class "A" list of the port to which he transfers shall be determined by his total Class "A" and Class "B" registered time as compared to such time of those on the Class "A" list of the port to which he transfers.

1.7 Fully registered men having less than one year of such status and limited registered men may apply for inclusion on the limited registered list of another port and consideration shall be given to the work and availability record under the Pacific Coast Longshore Agreement in taking action on such applications. An application of such a longshoreman for limited registration in the second port shall be considered without discrimination based upon his failure to be a resident of the port to which application is made provided the Joint Port Labor Relations Committee of the port where he has limited registration certifies to the Joint Port Labor Relations Committee of the port where application is made that the applicant has a fully satisfactory record as a longshoreman in the port where registered and that there is no reason to interfere with his transfer that is deemed sufficient by the Joint Port Labor Relations Committee. In considering the application of a limited registered longshoreman from another port, consideration may

be given to his employment provided the favorable certification referred to above is submitted by the Joint Port Labor Relations Committee where he has been registered.

2. VISITING REGULATIONS FOR THE HOME PORT

2.1 Fully registered men shall be freely accorded visiting privileges subject to the manpower needs of their home port and the port to be visited as more specifically set forth below.

2.2 Permission to leave a home port can be granted only by action of the appropriate Joint Port Labor Relations Committee acting under the Pacific Coast Longshore Agreement. One who leaves his home port without Joint Port Labor Relations Committee approval shall be subject to being called back when needed and to de-registration if he then fails to make himself available at his home port.

2.3 Permission to leave to visit need not be granted if there is so much work in the home port that nonregistered longshoremen must regularly be used.

2.4 Permission to leave to visit shall be conditioned on the obligation to return to the home port at any time after 30 days when it appears that nonregistered longshoremen are being regularly used in the home port.

2.5 The period of time away from the home port, and other conditions on being away on visit, shall be determined by the Joint Port Labor Relations Committee of the home port.

2.6 No longshoreman shall be granted leave to visit while there is a trade dispute affecting the work of longshoremen in the home port unless the Joint Coast Labor Relations Committee is in unanimous agreement on the leave. Representatives of either party may refuse to agree to such leaves except on such conditions as they deem are appropriate.

2.7 A registered man away from his home port shall have his eligibility for benefits determined on the basis of the number of hours actually worked under the Pacific Coast Longshore Agreement.

3. VISITING REGULATIONS FOR THE PORT BEING VISITED

3.1 A man who has fully registered longshoreman status under the Pacific Coast Longshore Agreement may, if he has been granted leave by his home port to visit, be permitted to visit at another port covered by the Pacific Coast Longshore Agreement upon receiving the approval of the Joint Port Labor Relations Committee of the port he wishes to visit; provided that the Joint Port Labor Relations Committee of the port visited shall determine (a) whether or not visiting longshoremen will be accepted from other ports under the Pacific Coast Longshore Agreement, (b) the conditions under which they shall be accepted provided that there shall be at all times a condition imposed by the basic Agreement that any visitor-longshoreman may lose his visitor rights at any time upon proper notice, (c) the length of time any visitor shall be permitted to remain in the port, (d) in what category or categories of work the visitor may be dispatched and work, and (e) whether or not a visitor-longshoreman may work in a gang.

3.2 Any fully registered longshoreman having visitor status hereunder shall be given work opportunity equal to that of fully registered men at the port visited.

3.3 A visitor shall not be dispatched until his application for visitor status, to which there is attached a copy of his leave from his home port to go on the visit, has been submitted to the Pacific Maritime Association and the local union in the port being visited and preliminary approval of the visit has been given by a local Joint Port Labor Relations Committee subcommittee that is representative of both parties.

3.4 Preliminary approval of the visit shall be given automatically and immediately if (a) a certificate of leave to visit issued by the Joint Port Labor Relations Committee of the home port is presented, (b) the Joint Port Labor Relations Committee of the port being visited has agreed that visitors may be accepted at the time the application is submitted and (c) the applicant has sufficient time as a registered longshoreman as may be required.

3.5 Final action on a visitor application shall be taken no later than the second regular Joint Port Labor Relations Committee meeting after the application has been submitted. Thereafter the visitor shall have rights to work in the visited port only if the application is approved by both parties or by action of the Area Arbitrator. An application may be denied if the man has a poor work or availability record at any one or more ports under the Pacific Coast Longshore Agreement, or if he does not satisfy the requirements therefor.

3.6 No visiting privileges need be accorded limited registered men, but if there is a shortage of registered longshoremen in any port, temporary visiting privileges may be accorded to limited registered men from other ports where the Joint Port Labor Relations Committee of the port of registration agrees to permit such visiting by its limited registered longshoremen.

4. LEAVES OF ABSENCE

4.1 A leave of absence for a registered longshoreman can be granted only by action of the Joint Port Labor Relations Committee.

4.2 The Joint Port Labor Relations Committee shall give a leave of absence on request for the period of any employment by the Union, or a longshore local, or for the period of any joint employment.

4.3 Port rules may be established with respect to the period of leaves of absence, reasons for which they may be granted, procedures for obtaining leaves, etc.

SUPPLEMENT II

COAST PROVISIONS FOR TRANSFER OF REGISTRATION BETWEEN LONGSHORE AND CLERK REGISTERED LISTS

1. Any request for transfer must be considered and any transfer must be approved by both the longshore Joint Port Labor Relations Committee and the clerks' Joint Port Labor Relations Committee.

2. Each Joint Port Labor Relations Committee shall determine the requirements and qualifications of applicants for registration within its jurisdiction. In determining whether an applicant for transfer is or is not qualified, the Committee having jurisdiction over the list to which transfer is requested shall recognize the special qualifications of men who have worked in the longshore industry. A longshoreman, by reason of his knowledge and experience in the industry, is better qualified to be a clerk than an outsider; and a clerk, for the same reason, is better qualified to be a longshoreman than an outsider.

3.1 No transfer shall take place to the registered list of clerks in any port unless it is determined by the clerks' Joint Port Labor Relations Committee in that port that men are needed in addition to the existing combined pool of men on the Class "A" and Class "B" lists.

3.2 No transfer shall take place to the longshore registered list in any port unless it is determined by the longshore Joint Port Labor Relations Committee in that port that men are needed in addition to the existing combined pool of men on the Class "A" and Class "B" longshore registered list.

4.1 When the clerks' Joint Port Labor Relations Committee determines that additional personnel is needed on the list of registered clerks, fully registered longshoremen seeking transfer and found to be qualified shall be transferred directly to the Class "A" registered clerks' list. A longshoreman who has not had five years of full registration (Class "A") shall not be accorded transfer.

4.2 When the longshore Joint Port Labor Relations

Committee determines that additional personnel is needed on the list of registered longshoremen, fully registered clerks seeking transfer and found to be qualified shall be transferred directly to the Class "A" registered longshoremen's list. A clerk who has not had five years of full registration (Class "A") shall not be accorded transfer.

5.1 Fully registered longshoremen may be transferred to the fully registered clerks' list not more frequently than quarterly.

5.2 Fully registered clerks may be transferred to the fully registered longshoremen's list not more frequently than quarterly.

6.1 Prior to any application being considered for registration as limited registered (Class "B") clerk, fully registered longshoremen found to be qualified may be transferred to the fully registered clerks' list — up to the number fixed by the clerks' Joint Port Labor Relations Committee.

6.2 Prior to any applications being considered for registration as limited registered (Class "B") longshoremen, fully registered clerks found to be qualified may be transferred to the fully registered longshoremen's list — up to the number fixed by the longshore Joint Port Labor Relations Committee.

7. Any additions to or reduction from any registered list of longshoremen or clerks, either Class "A" or Class "B," will be made at the port level, but only after clearance by the Joint Coast Labor Relations Committee.

8.1 Clerks on the clerks' Class "B" list may be advanced to the status of fully registered clerks even if qualified longshoremen are awaiting transfer, but only after clearance by the Joint Coast Labor Relations Committee.

8.2 Longshoremen on the longshoremen's Class "B" list may be advanced to the status of fully registered longshoremen even if qualified clerks are awaiting transfer, but only after clearance by the Joint Coast Labor Relations Committee.

9. A clerk accepted for transfer on the longshore registered list or a longshoreman accepted for transfer on the

clerks' registered list shall carry with him all his pension, welfare, mechanization fund, and vacation rights. His place on the Class "A" list to which he is transferred shall be determined by his total Class "A" registered time.

10. A fully registered man seeking a transfer shall be transferred only if he is qualified for the vacancy. Each of the labor relations committees involved in such transfer shall act in a nondiscriminatory manner and no clearance for transfer, registration, or refusal of transfer shall be based on, or in any way affected by rules, regulations, constitutional provisions, by-laws, or any other aspect or obligation of union policies or requirements.

SUPPLEMENT III
AGREED PROCEDURE WITH RESPECT TO
DISPUTES ON HEALTH AND SAFETY
AND ONEROUSNESS

1. The grievance machinery provides that grievances arising on the job require the gang steward and his immediate superior (hatch boss, gang boss), 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.

1.1 The grievance machinery, pending investigation and adjudication of such disputes, requires that work shall be performed in accordance with specific provisions of the Agreement, or if the matter is not covered by the Agreement, work shall be continued as directed by the employer. Exceptions to this arise only where longshoremen in good faith believe that to do so is to immediately endanger health and safety or in good faith believe that to do so imposes an onerous workload.

2.1 Section 11.41 of the Agreement reads, in part, as follows: "Only in cases of bona fide health and safety issues may a standby be justified. The Union pledges in good faith that health and safety will not be used as a gimmick."

2.11 It is clearly understood that when the Union invokes Section 11.41 and thereby classifies a grievance as a safety grievance, the burden is upon the Union to prove that, in fact, the safety question is a very real question at the time of the dispute and further, they will meticulously follow the contract machinery to resolve such disputes.

2.12 Section V of the Pacific Coast Marine Safety Code provides that the safety duties of the hatch, dock, gang, or other group leader require this individual to see that all work is done in a safe manner, to instruct his men properly and to report any unsafe working condition to his foreman or walking boss.

2.13 Within this framework, however, the man or men have the right to raise a health and safety question in good faith through their steward who will place the grievance procedure in motion.

2.14 When, in good faith, a legitimate question of health and safety arises on the job, immediate use of the grievance machinery is required.

2.15 It is understood and agreed that in cases where the ILWU Business Agent or proper union representative maintains that an unsafe condition exists which can immediately endanger the health and safety of the men should they work as directed, an immediate Joint Port Labor Relations Committee meeting will be held on the job. If agreement is not reached as to how work shall be continued, the Area Arbitrator will be called. His first decision will be directed to the manner in which work will resume and continue on the specific operation. A second decision will then and there be made as to the good faith of the dispute. Any decision as to how work shall resume and continue is not a precedent. His decision as to whether or not the issue was raised in good faith shall be final in the immediate dispute.

2.2 The following procedure, therefore, will be followed when a question of health and safety is involved in a dispute on the job:

2.21 The men shall remain on the job during the shift and shall stand by while this procedure is being followed until a decision has been reached in the grievance procedure as to how work shall proceed.

2.22 The men must ask their steward to bring the safety matter to the attention of the foreman or walking boss in immediate charge of the operation.

2.221 The steward and his immediate superior (gang boss, hatch boss, etc.) are the only individuals who shall present the situation to the foreman or walking boss.

2.23 If agreement cannot be reached in 2.22, the Business Agent shall be called.

2.231 The walking boss, gang boss, or hatch boss and the Business Agent or steward, who are responsible

and safety-minded individuals, should be able to determine whether a condition is safe or unsafe.

2.24 If agreement cannot be reached in 2.23, an immediate Joint Port Labor Relations Committee meeting shall be called on the job.

2.25 If agreement cannot be reached in 2.24, the Area Arbitrator shall be called to the job for an immediate ruling as to how work shall proceed.

2.251 After the work proceeds, the Arbitrator shall make a further ruling that a bona fide health or safety issue did or did not exist.

2.26 Where the Arbitrator decides—or where agreement is reached in any one of the preceding steps—that the employers were correct, the men shall not be paid for standby time.

2.27 Where the Arbitrator decides—or where agreement is reached in any one of the preceding steps—that the men were correct, the men shall be paid for standby time.

2.28 If the Arbitrator decides or it is agreed, at any step of the grievance machinery, that an unsafe condition exists which can be corrected, the men shall work as directed to correct such condition. If it is determined at any step of the grievance machinery that the condition claimed to be unsafe is in fact safe, the men shall resume work as directed, and failure to resume work as directed shall be cause to remove the men from the payroll as of the time of standby.

2.29 If, during a period of standby on an issue of health and safety, any man leaves his place of work except upon instructions of the walking boss, he shall be removed from the payroll as of the time of standby, regardless of how the issue is settled. Any man who so leaves without obtaining his own replacement shall be automatically subject to appropriate penalties under the grievance machinery.

3.1 Section 11.42 reads, in part, as follows: "Longshoremen on cargo handling operations shall not be required to work when in good faith they believe that to do so would result in an onerous workload. The Union pledges in good

faith that the onerous workload claim will not be used as a gimmick."

3.11 It is clearly understood that when the Union invokes Section 11.42 and thereby classifies a grievance as one asserting an onerous workload, the burden is upon the Union to prove that, in fact, the question of onerousness is a very real question at the time of the dispute and further, they will meticulously follow the contract machinery to resolve such disputes.

3.12 Within this framework, however, the man or men have the right to raise a question of onerousness in good faith through their steward who will place the grievance procedure in motion.

3.13 Where there is a dispute on onerousness, the employer shall have the option of having the men claiming onerousness stand by until a decision is reached or of having the men "work around" the situation until it can be resolved.

3.14 When, in good faith, a legitimate question of onerousness of the workload arises on the job, immediate use of the grievance machinery is required.

3.15 It is understood and agreed that in cases where the ILWU Business Agent or proper union representative maintains that an onerous workload will be imposed should the men work as originally directed (that is, in the way that gave rise to the question of onerousness) and such claim has not been resolved through the earlier steps in the grievance machinery, an immediate Joint Port Labor Relations Committee meeting will be held on the job. If agreement is not reached as to how work shall be continued, the Area Arbitrator will be called. His first decision will be directed to whether there would be an onerous workload if work were to resume and continue on the specific operation as originally directed by the employer. A second decision will then and there be made as to the good faith of the dispute. Any decision as to how work shall resume and continue is not a precedent. His decision as to whether or not the issue was raised in good faith shall be final in the immediate dispute.

3.2 The following procedure, therefore, will be followed when a question of onerousness is involved in a dispute on the job:

3.21 The men shall remain on the job during the shift, either standing by or "working around" the situation as may be directed by the employer, until a decision has been reached in the grievance procedure on the question of onerousness.

3.22 The men must ask their steward to bring the question of onerousness to the attention of the foreman or walking boss in immediate charge of the operation.

3.221 The steward and his immediate superior (gang boss, hatch boss, etc.) are the only individuals who shall present the situation to the foreman or walking boss.

3.23 If agreement cannot be reached in 3.22, the Business Agent shall be called.

3.24 If agreement cannot be reached in 3.23, an immediate Joint Port Labor Relations Committee meeting shall be called on the job.

3.25 If agreement cannot be reached in 3.24, the Area Arbitrator shall be called to the job for an immediate ruling as to whether the original direction of the employer did or did not impose an onerous workload.

3.251 After the employer has directed the men as to how work shall proceed on the basis of the Arbitrator's ruling and the work proceeds in accordance with the direction of the employer, the Arbitrator shall make a further ruling that a bona fide question of onerousness of the workload did or did not exist.

3.26 Where the Arbitrator decides, or where agreement is reached in any one of the preceding steps, that to work in accordance with the employer's original direction did not impose an onerous workload and the employer has exercised his option of having the men claiming onerousness stand by until a decision is reached, the men shall not be paid for standby time and pursuant to 14.4 may be required to work beyond the time the shift otherwise would end to make up the time the men stood by.

3.27 Where the Arbitrator decides, or where agree-

ment is reached in any one of the preceding steps, that the original direction of the employer as to how work should proceed did impose an onerous workload and the employer exercised his option of having the men stand by until a decision is reached, the men shall be paid for standby time.

3.28 If the Arbitrator decides, or it is agreed at any step of the grievance machinery, that the original direction of the employer does not impose an onerous workload and if the men are directed to resume work as originally directed, any failure to resume work as directed shall be cause to remove the men from the payroll as of the time the men are directed by the employer to stand by, if the employer has not directed them to "work around" the situation, or as of the time the men fail to resume work as directed.

3.29 If during a period of standby on an onerousness issue, any man leaves his place of work except upon instructions of the walking boss, he shall be removed from the payroll as of the time of standby regardless of how the issue is settled. Any man who so leaves without obtaining his own replacement shall be automatically subject to appropriate penalties under the grievance machinery.

4.1 It is clearly understood that the above procedures apply specifically to issues initially presented as being a dispute under health or safety or a dispute as to onerousness. On all other issues, the authority of the walking boss or foreman to remove men from the payroll for cause is not disturbed.

5.1 Should the Arbitrator rule that the issue of health or safety or of onerousness was raised as a gimmick, the employers may process the matter through the grievance procedure for appropriate penalties.

6.1 It is to be carefully noted that the contract machinery is the same in all disputes. The foregoing detailed statements as to health and safety and onerousness are not intended to modify the basic grievance machinery structure.

SUPPLEMENT IV

CRANE SUPPLEMENT

This crane supplement relates to the employment of longshoremen on the Pacific Coast waterfront in the driving of certain cranes and in the operation of certain other mechanical tools.

1. Definitions.

1.1 The term "longshore crane" refers to the following shore-based cranes: whirley cranes (whether or not self-luffing), crawler cranes, truck cranes, such cherry-picker cranes as the Joint Coast Labor Relations Committee determines to be longshore cranes subject hereto, gantry cranes, bulk unloading cranes, bulk loaders, locomotive cranes, hammerhead cranes, overhead cranes, stiff-leg cranes, A-frame cranes, sheer-leg derricks, and such yard cranes as the Joint Coast Labor Relations Committee determines to be "longshore cranes" subject hereto.

1.11 The term "longshore crane" excludes jitneys, lift trucks of all sizes (including such equipment with fixed or movable booms), pumps, generators, tractors, payloaders, skip loaders, bulldozers, straddle trucks, or any other equipment or tools not listed hereinabove as being within the definition of "longshore crane."

1.12 The term "longshore crane" does not include any classes of tools or equipment not presently in use on the waterfront. The term "longshore crane" shall not include cranes or other hoisting equipment mounted on any ship, floating-crane barge, or other vessel. The foregoing provisions may be modified, on motion of either party, by action of the Joint Coast Labor Relations Committee determining that any tools or equipment described in 1.12 shall be "longshore cranes" subject hereto.

1.13 This supplement does not cover the bulk sugar unloading equipment at Crockett.

1.2 The term "crane driver" means a longshoreman who is dispatched, or who is steadily employed, to drive a longshore crane.

1.3 The term "crane work" means any work covered in this supplement when done by a longshoreman.

2. The following clarifications, exceptions and limitations apply to the coverage of this supplement:

2.1 The basic Agreement, not this supplement, governs the assignment of work as between longshoremen and non-longshoremen and the assignment of maintenance work.

2.2 The winch drivers' work includes driving of all hoisting equipment mounted on vessels, including such as is normally called cranes, and operating banana gantries. Competent winch drivers with adequate experience or training, regular or specialist, shall be made available for these tools and equipment.

2.3 This supplement does not set the wages or conditions of employees operating heavy-lift cranes mounted on floating-crane barges.

2.4 Gearmen are not covered hereby, except they shall receive the crane driver rate when actually engaged in driving a longshore crane and for the balance of the shift.

2.5 Any longshore crane being driven by nonlongshoremen pursuant to an exception under §1.5 of the Pacific Coast Longshore Agreement can be used for any longshore operation, new or old.

2.6 Neither this supplement nor the Pacific Coast Longshore Agreement provides the rate of pay and other terms and conditions of employment of such nonlongshoremen.

3. Wages

3.1 The crane driver rate shall be forty cents (40¢) above the basic longshore rate.

3.11 It shall be paid to crane drivers for work in driving longshore cranes and for other skilled work to fill out a daily guarantee.

3.12 It shall be paid to gearmen assigned by the employer to crane work for the period he drives a longshore crane and for the balance of the shift.

3.13 It shall be paid to crane drivers and other longshoremen dispatched as crane drivers when doing maintenance work on longshore cranes.

3.14 It shall be paid to winch drivers assigned by the employer to crane work for the period he drives a longshore crane and for the balance of the shift.

3.2 Penalties for condition and nature of cargo shall be payable only as provided in the penalty list of the Pacific Coast Longshore Agreement or by decision of the Joint Coast Labor Relations Committee.

3.3 The premiums for overtime work of crane drivers shall be in accordance with the schedule of overtime premiums for other longshoremen.

3.4 No differential above the regular crane driver rate shall be paid when operating any special equipment.

4. Shifts

4.1 Where applicable, the provisions of the Pacific Coast Longshore Agreement for an eight-hour guarantee and for a four-hour guarantee, as modified herein, shall apply to crane drivers.

4.11 Jobs of short duration shall carry only the four-hour guarantee; the definition of jobs of short duration applicable to the general longshore Agreement shall apply to crane drivers.

4.2 Limitations on the length of shift as specified in the Pacific Coast Longshore Agreement shall be extended to permit the employer to order crane drivers in or to keep them on for the necessary preparation and greasing work, but such work shall be done only as ordered by the employer.

4.21 When ordered to do so by the employer, crane drivers shall report and turn to at a specified time ahead of the regular time of the starting shift or shall continue to work after the shift or during half of the noon hour.

4.22 When ordered to do so by the employer, crane drivers shall report and turn to without preparation and greasing time.

4.3 Crane drivers may be shifted to other skilled work to fill out a guarantee in accordance with the provisions of §3 of the Pacific Coast Longshore Agreement. A steady crane driver similarly may be shifted to complete his

monthly guarantee. The principles applicable to the basic agreement with respect to what is "skill-rated work suitable to his qualifications" shall apply to crane drivers. Interpretations of what is "skill-rated work suitable to his qualifications" of a crane driver shall be determined by the Joint Coast Labor Relations Committee; it is agreed that the driving of any crane shall be such work; it is agreed that winch driving is such work for any longshoreman who has been jointly recognized as a qualified winch driver and such longshoreman shall shift to winch driving when ordered to do so; it is agreed that gear work is "skill-rated work suitable to (the) qualifications" of any crane driver.

5. Steady Men

5.1 Any employer may employ one or more steady crane drivers.

5.2 To have a steady crane driver, the employer must guarantee monthly pay of Six Hundred Dollars (\$600.00).

5.21 A crane driver may be put on a steady basis at the beginning of any payroll week and may be returned to the hall at the end of any payroll week. In either case his guarantee shall be pro-rated.

5.3 Steady crane drivers may be worked by the employer any twenty-two (22) days in the month by orders given the crane drivers directly by the employer, and may be used to complete any job that has been started within such twenty-two (22) days.

5.31 The provisions of 5.3 do not apply to steady gearmen who drive cranes.

5.4 A steady crane driver may be assigned to gear work at the crane driver's rate. The pay shall be charged against the monthly guarantee and the day shall be charged against the twenty-two (22) days provided for in 5.3.

5.41 A steady man who works more than half of his time at the crane driver's rate in any month shall, for such month, be deemed to be a steady crane driver for purposes of 5.4 only.

5.5 A crane driver from the hall may be replaced at the end of any job by a steady crane driver.

5.6 A steady gearman may be assigned by his employer to crane work for which he is qualified as recognized by the Joint Port Labor Relations Committee.

6. Competent longshoremen shall be provided for crane work in accordance with §9.3 of the Pacific Coast Longshore Agreement

6.1 Longshoremen (including garmen) who have appropriate skills as crane drivers will be declared eligible to check in on the certified crane drivers' board at the dispatching hall. A crane driver must be certified by the Joint Port Labor Relations Committee before he can check in on this board. The number of men allowed to check in as regular crane drivers shall be limited by the Joint Port Labor Relations Committee so that the crane drivers will have skills and will maintain the skills of the regular performance of crane work.

6.2 The Joint Port Labor Relations Committee shall place longshoremen (including garmen) on lists of specialist crane drivers for specialized longshore cranes requiring special skills. The number of men on any list of specialist crane drivers shall be limited by the Joint Port Labor Relations Committee so that the specialist crane drivers will have skills and will maintain the skills through the regular performance of the specialist crane work.

6.3 Where a certified crane driver, other than a steady man, is on work not covered hereby, he will be replaced by the joint dispatcher whenever necessary so that certified crane drivers will be provided to do the work covered hereunder. When a specialist crane driver, other than a steady man, is on work not covered hereby or on general crane work, he will be replaced by the joint dispatcher whenever necessary so that specialist crane drivers will be provided to do specialist crane work.

6.4 Any certified crane driver shall be decertified and denied check-in privileges as a crane driver, or restricted therein, by the Joint Port Labor Relations Committee for cause. Any specialist crane driver shall be removed from the list of specialists, or restricted therein, by the Joint Port Labor Relations Committee for cause.

6.5 A certified crane driver who refuses to accept a dispatch when checked in at the hall or through replacement while on a job other than crane work shall be charged with hours worked for purposes of work equalization in dispatching as provided by the Joint Port Labor Relations Committee.

6.6 When there is not available for regular dispatch to operate any particular longshore crane a competent registered longshoreman who has been previously certified as competent to operate such crane by the Joint Port Labor Relations Committee, a steady crane driver not being used by his steady employer and who is available shall be dispatched. If the job can not be so filled, nonlongshoremen may be employed for such job and may be used to complete one or more shifts until the job is finished or such a certified competent registered longshoreman is available.

6.61 If a steady crane driver is dispatched by the hall to his steady employer pursuant to 6.6, this employer may use him to complete the job for which he is dispatched, or for only one or more shifts on such job, and the work thereon will not be charged against the twenty-two (22) days provided for in 5.3.

6.62 A steady crane driver dispatched under 6.6 shall be replaced by the joint dispatcher, or by his ordering his own replacement, so that he shall be available to his steady employer whenever such employer calls him back.

6.7 Nonlongshoremen who have operated "old equipment" on the waterfront to do longshore work will be offered the equivalent of registered status for dispatch as a longshoreman to operate any tools covered hereby. Men accepting such status will have an obligation to make themselves available for all crane work, including any specialized longshore cranes on which they have special skills. Appropriate arrangements will be made to protect the pension rights of these individuals, such arrangements to be worked out on an individual basis.

7. Manning

7.1 The employer has the following alternatives with respect to manning.

7.11 One crane driver may be used where directed by the employer, the hatch tender not to be a crane driver, on jobs of short duration and on cranes not used in the direct movement of cargo in and out of the ship. This provision is subject to further review by the Joint Coast Labor Relations Committee.

7.12 At his option the employer may employ two (2) crane drivers for one piece of equipment, the two (2) crane drivers to tend hatch and to drive the equipment. In such cases they shall relieve each other.

7.13 At his option the employer may order one (1) crane driver per crane plus one (1) relief crane driver for each five (5) cranes, or fraction of five (5); in such cases the hatch tenders shall not be crane drivers. This provision shall be subject to further review by the Joint Coast Labor Relations Committee.

7.14 A combination crane driver-winch driver may be ordered. He may drive winch and drive crane, but shall receive the crane drivers' rate for the entire job.

7.15 A winch driver on the job may be temporarily assigned to drive crane; when ordered to do so by the employer, he shall receive the crane driver rate for the period he is driving crane and for the balance of the shift.

7.2 Gangs without unnecessary men, as provided for in §15.2 of the Pacific Coast Longshore Agreement, shall be dispatched for longshore work involving the use of cranes. Such gangs may be make-up gangs. The Joint Port Labor Relations Committee may make provision for organized crane gangs.

7.21 When two longshore crane drivers are employed under 7.12, the gang shall not include a hatch tender or a winch driver.

7.22 When a longshore crane is driven by a non-longshoreman pursuant to 2.6 or 6.6 hereof, the gang shall not include a winch driver or a crane driver. No "witnesses" or "standbys" or other unnecessary men shall be used in connection with the crane driving, and the use thereof shall be in violation of the Agreement.

- 8. Local rules contrary to any provision of this supplement are hereby rescinded.**

Dated: August 10, 1962.

**INTERNATIONAL LONGSHOREMEN'S
AND WAREHOUSEMEN'S UNION**

/s/ Harry Bridges
/s/ L. B. Thomas

PACIFIC MARITIME ASSOCIATION

/s/ J. A. Robertson

ADDENDUM

For the convenience of the longshoremen, the employers and the parties, there are printed herein a number of the rulings of the Joint Coast Labor Relations Committee that are currently in effect. The printing herein of any ruling of the Joint Coast Labor Relations Committee does not in any way change its effect or mean that it is entitled to greater weight than other rulings of the Joint Coast Labor Relations Committee. Nor does the printing of any ruling in any way limit the power of the Joint Coast Labor Relations Committee to modify or change it.

ADDITION OF MACHINES WHERE ECONOMICALLY FEASIBLE AND PRACTICAL

CLRC No. 11, August 5, 1966 Item 2(h)

The Committee agreed as follows:

1. The application of this principle is limited to the handling of general break bulk cargo in oversized loads;
2. It is the parties' obligation to establish guidelines, and a draft will be prepared by the Employers and this Committee will meet to review and approve same;
3. The principle is not to be regarded as providing for an automatic addition of machines;
4. Prior to the implementation of this principle, there will be a joint meeting with all Arbitrators so as to provide for a uniform understanding and application thereof.

BAD WEATHER

CLRC No. 2-B, January 12, 1960

Clarifications and Interpretations of

The 8-Hour Day Contract Provisions

3.23 Basic Agreement — Clarification

This Section provides that men are ordered to return to work after a midshift meal and cannot resume because of inclement weather — a second 4-hour minimum shall apply. The parties intended in this Section that if men are ordered

to a midshift meal, they then come under the 8-hour guarantee. It is not intended that a second 4-hour minimum applies when there is only three (3) hours' work left in the shift. This would arise in the event the men had worked five (5) hours previous to the meal.

The Committee agreed that when a gang is ordered to report on a holiday or Sunday or other day when the dispatching hall is closed and the gang or gangs cannot be turned to and are just paid the 4-hour minimum, then the gang or gangs can be ordered to come back on the following day if they are required.

CLRC No. 7, May 11, 1960 (Item 4)
Ordering Back Gangs for Next Day —
Who Have Been Paid Only 4 Hours —
San Francisco

The dispute involves the Union's claim for the payment of an 8-hour day for gangs who are released without turning to, paid four (4) hours, and ordered back for the following day. The Union insists that a gang paid only four (4) hours must be released to the hall and cannot be ordered back for the next day.

The Committee referred to its previous agreement, reached in Meeting No. 2-B, January 12, 1960, Item 4 on the same subject, wherein a gang which is just paid the 4-hour minimum may be ordered back if the dispatching hall is closed on a holiday, Sunday or other day.

The Committee further agreed that if the payment of four (4) hours is the result of inclement weather, the gangs likewise may be ordered back for the next day.

However, the Committee agreed that except for the above, a gang that is paid only four (4) hours must be released to the hall and cannot be ordered back for the following day.

CLRC No. 11, August 2, 1960 (Item 15)
Inclement Weather Interpretation
San Francisco

On February 8, 1960, a gang was ordered for a 9:00 a.m.

start on the *SS Saldanda*. The ship wasn't in and the gang was ordered to stand by for 45 minutes, then told to come back the next day. The Union claims that the gang should be paid eight (8) hours. The Employers stated that the vessel arrived in San Francisco Bay during the early hours of the morning but, with poor visibility and heavy rains, the vessel could not dock as planned. The Company was then advised that docking might be postponed and the gangs were released under the inclement weather clause and paid a 4-hour minimum.

The Committee rules that the inclement weather clause prevails and the payment of four (4) hours was correct.

CLRC No. 9, May 8, 1961 (Item 14)
Inclement Weather — Portland

The local Employer Committee stated that the vessel had been anchored in the fog near Longview. It was lying behind a large tanker which was also anchored and the Pilot would not take the vessel past the tanker. The Union Committee stated that its investigation revealed that other vessels passed the ship and came into Portland on that day.

The Committee agreed that the inclement weather clause applies; and it is the Employer's determination as to the interpretation of inclement weather.

CLRC No. 28, December 27, 1961 (Item 1)
Inclement Weather — Item 16
Astoria LRC Minutes 6/1/61

(Item 4 — CLRC Meeting No. 7, May 11, 1960

Item 15 — CLRC Meeting No. 11, August 2, 1960

Item 14 — CLRC Meeting No. 9, May 8, 1961)

Three night gangs were ordered for a 6:00 p.m. start. The gangs stood by until 8:45 p.m. and were released, and ordered back the next night. The vessel did not arrive until 11:15 p.m. due to inclement weather. The men were paid four (4) hours but the local union contended that the 8-hour guarantee was applicable.

The Coast Committee agreed in accordance with past rulings of the Committee, reference to which has been

made above and the fact that the local parties agree that the bar was closed due to weather at the time the gang was released, that the men were properly paid and could be ordered back for the following night's shift.

CLRC No. 1, January 11, 1962 (Item 3)

Inclement Weather

The Coast Committee reviewed this subject and clarified its position by agreeing that it is the employer's decision to make the determination as to inclement weather. An arbitrator cannot determine whether or not inclement weather exists, but an arbitrator can determine whether or not inclement weather is being used as an employer's gimmick.

CLRC No. 7, February 28, 1963 (Item 2)

Inclement Weather — Men Shifted to Other Work

(Reference is made to Meeting No. 20, August 14, 1962, Item 10.)

The Employers referred to CLRC Meeting No. 20, August 14, 1962, wherein agreement was reached that if gangs or men are shifted to other work, because of inclement weather, they must be provided with 8 hours' work or 8 hours' pay.

The Committee further agreed that these men and gangs may be shifted anywhere to provide them with 8 hours' work.

The Committee agreed to clarify this ruling to the effect that if the work to which the gangs or men have been shifted is affected by inclement weather, the inclement weather clause will apply, if the second inclement weather incident occurs within the first 4 hours.

CLRC No. 17, June 30, 1964 (Item 7)

Inclement Weather — Shifting Dockmen Assigned Against Vessel — LA 16-64

The Local Union contended the Employers should have shifted dockmen assigned against the vessel to other dock work when they were idled by inclement weather.

The Employers countered that the shifting of dockmen is permissive and creates no obligation on the employer to

shift, particularly when to do so would result in payments of 8-hour guarantees to unnecessary men. (CLRC No. 20, 8/14/62.)

It was further argued that Contract Section 3.23 establishes the 4-hour minimum in cases of inclement weather, such determinations to be made by the employer.

The Coast LRC agreed the employer is not obligated to shift dockmen, assigned against a vessel, who become subject to the inclement weather provisions of Section 3.23.

CONTINUOUS OPERATION

CLRC No. 5, February 1, 1962 (Item 1)
Continuous Operation Payloader,
Bulldozer — Selby

In answer to a question referred to this Committee by Arbitrator Kagel on December 20, 1961, the Coast Committee's position is as follows:

Question: What is the definition of a continuous operation?

Answer: A continuous operation using bulldozers or payloaders is one where the bulldozers or payloaders are used continuously rather than intermittently throughout the shift as a necessary part of the operation.

DOCK WORK PREFERENCE

CLRC No. 11, August 5, 1966 (Item 2(c))

So that the Local LRC's will have guidelines governing the establishment of a list of men who have dock work preference, the Committee agreed as follows:

1. Except as otherwise provided, no man under 55 years of age will be included on such preferential list;
2. Any man who can substantiate his claim for preference by providing a written statement from his doctor, which statement indicates the man should be given light work, will be eligible for inclusion on such preferential list for the period indicated by his doctor; provided, however, the foregoing does not apply to men, and no preference shall exist, who have received

settlement of damages for injuries which disqualify him for longshore work or who is receiving or has received total and permanent disability insurance allowance under Workmen's Compensation;

3. No longshoreman who is moonlighting shall be eligible for inclusion on such preferential list;
4. A longshoreman who is a known alcoholic shall not be eligible for inclusion on such preferential list; provided, however, the foregoing does not apply where the Local LRC is satisfied the man is undergoing proper treatment of the disease.
5. In addition to those basic longshoremen and skilled men included in 1 through 4 above, dock machine operators who have long service in this category may be put on a dock preference list. These machine operators may be shifted to skilled work aboard ship but cannot be shifted to basic longshore work.

GEAR PRIORITY

CLRC No. 2, January 12, 1960 (Item 7) Clarifications and Interpretations of The 8-Hour Day Contract Provisions

When a gang is shifted to another vessel, is their gear priority suspended and may other gangs remaining on the first ship work in their hatch?

The Committee agreed that gear priority is not suspended if the shifted gang or gangs are ordered back to their original job during that shift or for the start of their next shift.

The Committee further agreed that the employers have the right to peel off gangs at any time during a shift and/or at the end of a shift and the gangs remaining on the ship can work in all hatches.

CLRC No. 3, February 17, 1960 (Page 3)

It was further agreed that dock gangs or dockmen do not have gear priority. Dock gangs can be peeled off in the same manner as ship gangs and the remaining dock gangs can be used against all hatches.

CLRC No. 4, January 30, 1962 (Item 2)
Gear Priority Violation — U.C. #29
S.F. Local LRC Minutes 2/14/61, 4/18/61, 6/27/61

The Coast Committee agreed that this was a gear priority violation and should be settled by the local parties in accordance with Coast LRC Minutes No. 4, February 22, 1961, Item 5. "The gang whose gear priority is violated will be paid for the violation on an hour for hour basis." Pay can only be for the time actually worked by the gangs called in to finish the job.

CLRC No. 26, August 28, 1963 (Item 1)
Gear Priority

This referral covers Sections 3.13, 3.144 and 3.1362 (now 3.1352) of the Pacific Coast Longshore Agreement.

The Employers conceded that there was a violation of Section 3.144 as set forth in the Area Arbitrator's Award of February 10, 1963. However, the question relates to the amount of payment; namely, should such payment be limited to the single subsequent comparable shift?

The Committee agreed that on a gear priority violation payment is limited to the hours worked by a gang on the next comparable shift in the hatch where the gear priority violation occurred.

In reviewing past Arbitrator's Awards, the Committee also noted statements to the effect that "job rights are synonymous with gear priority rights."

The Coast Committee agrees that this is a misstatement of the Agreement and job rights are not synonymous with gear priority.

CLRC No. 12, August 11, 1966 (Item 3)
(See also T-Letter Mannings.)

SKILLED HOLDMEN HOLDMEN CAPABLE OF DRIVING LIFTS

CLRC No. 11, August 5, 1966 (Item 2(e))

The Employers stated they will not pay the skill differential to men until they are capable of driving lifts.

The Union suggested the approach that where it is recognized at the local level that a gang does not have qualified machine operators therein, then prior to the two men receiving the differential, holdmen capable of driving lifts will replace them in the gang.

It is the dispatchers' obligation to make up gangs properly, and this now includes providing two holdmen capable of driving lifts.

It was further agreed as follows:

1. In gang boss ports, it is the gang bosses' obligation to see to it the basic gang is properly constituted, and the holdmen capable of driving lifts are to be designated by him, where there are steady men in his gang. In making up gangs, it is the dispatchers' responsibility to see that the basic gang is properly constituted on dispatch;
2. In all other ports the dispatchers shall dispatch the proper holdmen;
3. Should the employer find there are no holdmen capable of driving lifts he may—
 - (a) Swing in skilled men from the dock who are not on the old or disabled preferential list and swing out the holdmen who were dispatched as the men capable of driving lifts, or
 - (b) Discharge the gang, or
 - (c) Call for replacements, or
 - (d) Suspend the skill differential, and
 - (e) Process the complaint through the grievance machinery.
4. The local LRC's have the discretion of filling these skilled hold jobs with either Class "A" or Class "B" longshoremen, and such men are to be regularly attached to the gang.

CLRC No. 21, November 3, 1967 (Item 2)

The Committee again discussed the issues in this case and agreed that if there are no lift drivers available, meaning if no lift drivers are employed by the employer in the dock or terminal area, skilled holdmen may operate the lift

on the dock for the purpose of bringing or removing gear or other necessary equipment to or from the hatch when no productive work is being performed.

IN LIEU OF TIME

CLRC No. 7, May 4, 1961 (Item 3)

In Lieu of Time

The parties have discussed and have reached agreement on a general rule covering the assignment of work set forth in 1.6 of the Pacific Coast Longshore Agreement. It was further agreed that the adoption of this general rule for assignment of work under 1.6 will not be interpreted to support claims for in lieu of pay for work performed by American crews under the status quo understanding.

Subject to the foregoing understanding the parties agree:

- (1) Longshoremen shall be assigned to work covered by 1.6 commencing when the ship is tied up on arrival and ending when lines are let go for the ship to leave the dock, except for the purpose of shifting within a port. (Shifts between ports shall not be included in longshore work assignment.)
- (2) Exceptions to (1) above are as follows:
 - (a) The crew may be used for the complete rigging of the jumbo gear.
 - (b) The crew may secure gear, lower booms, and swing in booms alongside the dock.
 - (c) Handling ship's stores. If loads are to be built on the dock and ship's gear is to be used, longshoremen shall build the loads and handle gear to land such loads on deck. During a shift when no longshoremen are employed the crew may use ship's gear to bring stores aboard.

The agreement to assign the above described work to longshoremen shall not result in the payment of in lieu of time to longshoremen if such work is performed by crew members under the status quo for American ships.

The Committee agreed that the subject of cargo carpentry work done in connection with the cargo is still under discussion.

**CLRC No. 25, October 30, 1961 (Item 4)
In Lieu of Time — Interpretation of
Paragraph 2(c)**

(Reference is made to CLRC Meeting No. 7, May 4, 1961, Item 3.)

The agreement reached on "In Lieu of Time" in the meeting of the Joint Coast Labor Relations Committee noted above is not to be interpreted so as to support claims for in lieu of pay for work normally and properly performed by American crews under the status quo understanding or to alter such understanding. Thus, the agreement to assign work as described to longshoremen does not result in payment of in lieu of time to longshoremen if such work is performed by crew members under the status quo for American ships.

Reference is made to the following paragraph as contained in the above noted minutes:

"(c) Handling Ship's Stores. If loads are to be built on the dock and ship's gear is to be used, longshoremen shall build the loads and handle gear to land such loads on deck. During a shift when no longshoremen are employed the crew may use ship's gear to bring stores aboard."

The Committee agrees that the crew under the above language would not be used during meal hours or between shifts. Ship's stores may be hand-carried aboard by the crew. If no longshore gangs are on the ship during a shift, the crew can use the gear (includes conveyor or sideport operation) and load ship's stores, including the building of loads.

It was further agreed that:

1. Ship's stores that have been pre-palletized may be hoisted aboard ship (to be thereafter de-palletized and stowed by ship's crew) by any longshore gang already employed on the ship providing such a gang has in its complement winch drivers and hatch tender, front men or swingmen to hook on the loads, and sufficient holdmen or swingmen as part of the gang on board to unhook said loads. A gang may be supplemented to reach this complement.

2. Ship's stores delivered to ship's side that are to be built into loads on the dock and then hoisted aboard ship to be thereafter de-palletized and stowed by ship's crew can be so built and hoisted aboard with a basic gang that is already employed. Two of the 4 holdmen will assist the front men in building the loads on the dock, and the other two holdmen will unhook the loads on the deck.
3. If longshoremen are directed by an employer to stow the stores in the various appropriate lockers or compartments, the basic 4 holdmen gang must be supplemented by not fewer than 4 swingmen; however, the contractual exception in paragraph 23 of the October 18, 1960 Memorandum of Agreement shall apply, and the gang may or may not be further supplemented on the ship or dock, based on the needs of the operation at the employer's option.
4. Where standing gear is not being used to load stores, longshoremen when employed to load stores under these circumstances shall be employed in such numbers, skilled and unskilled, as required for the particular operation.

The parties agreed that in connection with the above understanding, the matter shall be reviewed by the Joint Coast Labor Relations Committee in 90 days or during a subsequent wage review.

CLRC No. 6, February 27, 1963 (Item 3)

In Lieu of Time

(Reference is made to CLRC Meeting No. 7,
May 4, 1961, Item 3.)

The Employer members of the Committee raised the question of a timely notice being served on the employer when the Union feels that an "in lieu of" violation has occurred.

The Committee, after discussion, agreed that when the Union alleges that the crew is or has been performing long-shore work on which an "in lieu of" claim will be filed, such notification must be given to the stevedoring company involved and/or the Association within 24 hours. On Sun-

days and holidays the notice must be given on the following business day.

If such notification is not given in such timely fashion the claims are to be denied.

JOBS OF SHORT DURATION

CLRC No. 25, October 30, 1961 (Item 1)

Amended in CLRC No. 12, June 23, 1962 (Item 1)

The Coast Committee is aware that it has ruled on many disputes on this subject, but desired to define a job of short duration so that it would be clearly understood. The Committee agreed upon the following definition:

An operation of short duration is one which is comprised of the following elements and only when the order is placed for a man of short duration:

1. It must be six (6) hours or less with no meal.
2. It pertains to the man and not the gang.
3. It pertains to a man in a skilled classification (i.e., winch drivers, lift truck operators, bull drivers, etc.)
4. It pertains to a specific shift.
5. It requires a 4-hour minimum guarantee.
6. It allows a skilled man to be shifted to comparable work on the original ship or dock.
7. A skilled man may be shifted to comparable work on another ship or dock but if this is done, such a man receives an 8-hour guarantee rather than the 4-hour guarantee.
8. A skilled man of short duration shall be ordered at regular dispatch to start the job at any time. This does not preclude orders for jobs of short duration during the course of the shift where the need could not be foreseen at regular ordering time.
9. A skilled man of short duration must be one supplementing a skilled man of the same skill already on the job on the shift in which the requirement for the extra skill man occurs. Each shift stands on its own insofar as employment of short duration is concerned.

Example 1. A job of short duration beginning after the midshift meal but not completed by the end of that shift may be continued on the next immediate shift as day follows night or night follows day, with another man employed for a job of short duration.

Example 2. A job of short duration during a given shift and completed before the end of such shift and with cargo operations not requiring the man of short duration occurring after his release, may be repeated on the next comparable shift and both such jobs shall be considered as jobs of short duration.

Example 3. A job of short duration during a given shift and completed at the end of such shift and with cargo operations not requiring a man of short duration at the beginning of the next comparable shift will permit the employment of a man of short duration on that next comparable shift.

Example 4. It is not permissible under the Agreement to consider as jobs of short duration work which takes a man of short duration to the end of one shift and the start of the next comparable shift. Employment on such a basis will require payment of 8-hour guarantees on both such shifts.

MEAL HOUR

CLRC No. 2-B, January 12, 1960 (Item 3)
Clarifications and Interpretations of
The 8-hour Day Contract Provisions

3.23 Basic Agreement Clarification.

This Section provides that men are ordered to return to work after a midshift meal and cannot resume because of inclement weather—a second 4-hour minimum shall apply. The parties intended in this Section that if men are ordered to a midshift meal, they then come under the 8-hour guarantee. It is not intended that a second 4-hour minimum applies when there is only three (3) hours' work left in the shift. This would arise in the event the men had worked five (5) hours previous to the meal.

**CLRC No. 5, March 31, 1960 (Page 3)
Penalty Meal Hour**

The Employers stated that this was an item which was covered in Joint Coast LRC Meeting No. 2 of 1960, item No. 6. Employers stated that they would like to review this matter with the Union since the Minutes of the previous meeting did not, in their opinion, set forth the understanding reached. The Employers stated that they felt any meal hours worked should be counted as time against the 8-hour guarantee but that the penalty half pay should be added to the guarantee. The Committee appeared in agreement, but held the subject over for examination of various situations before reaching final decision.

**CLRC No. 4, February 22, 1961 (Item 4)
Penalty Meal Hour**

Reference was made to the penalty meal hour discussion contained in CLRC Meeting No. 5 of March 31, 1960.

The Committee agreed that any meal hour worked should be counted as time against the 8-hour guarantee, but that the penalty half pay should be added to the guarantee.

**CLRC No. 10, May 11, 1961 (Item 3)
Minimum Guarantee for Casuals
After Meal Hour on Night Shift
Stockton (Local Minutes 3/13/61)**

Ten casuals or Social Security men started work at 6:00 p.m. and were sent to eat at 10:00 p.m. They returned to work at 11:00 p.m., finished the job at 2:00 a.m. and were paid seven (7) hours. The local Union claimed one hour additional pay on the basis the men were entitled to a 4-hour minimum after the meal hour on the night shift. The local Employers stated that the men were paid for time worked as provided in the August 10, 1959 Agreement, and that only limited and fully registered men are entitled to an 8-hour guarantee.

The Coast Committee agreed as in Item 3 of the CLRC Minutes No. 9, May 8, 1961, that the August 10, 1959 Memorandum of Agreement exempted casuals from the 8-hour guarantee, but retained the guarantee on the night shift after a meal which existed for them prior to that time.

NO DISCRIMINATION

Item XXII June 22, 1962

Memorandum of Agreement

The parties hereby state that during the negotiations resulting in this Memorandum of Agreement they discussed the provisions of Section 13, No Discrimination, of the basic Agreement and agreed that the parties are jointly responsible for total implementation of the provisions therein and the Union agrees that it will administer its internal affairs so as to fulfill its share of this joint responsibility.

ONEROUSNESS

CLRC No. 11, August 5, 1966 (Item 2(f))

It was also agreed that if there exists any 4-on or 4-off or variations thereof, the claim of onerousness is automatically a gimmick.

PACKAGED LUMBER OPERATION UNDER T-7

CLRC No. 12, August 11, 1966

The parties agreed that T-7 manning is the basic gang and shall include two (2) men capable of driving lift as provided in 10.2. They further agreed that in such operations when no machine operators are readily available on the dock the two (2) men capable of driving lift will be available to bring necessary gear and equipment to the ship's tackle in order to get the operation started. This type of work is understood to be part of that work spelled out in 10.25.

CLRC No. 21, November 3, 1967 (Item 2)

(See also **Skilled Holdmen.**)

PICKET LINE LANGUAGE

CLRC No. 1, January 29, 1954

Manpower Utilization and Picket Lines: There was a general discussion of language pertaining to this subject, wherein the Union stated that they did not expect long-shoremen to get paid for observing picket lines, but on

the other hand, did not want longshoremen necessarily ordered day after day.

It was agreed that the following language which was initialed by the parties, will be the guide to settle any claims in the future and, likewise, wipe out the meaning of past arbitration awards on the subject:

Manpower Utilization and Picket Lines:

A Local shall, through its president or its secretary, notify PMA in writing of intention to respect a specific picket line. Delivery of such written notice shall relieve the dispatching hall of obligation to furnish men or gangs to the picketed operation until a decision under the grievance machinery is issued ordering the start or continuance of work.

Men or gangs ordered prior to or within two (2) hours of such written notice to PMA shall report to work without benefit of coverage of minimum report time as provided in the Agreement.

Men or gangs ordered later than two (2) hours following such receipt but prior to the issuance of a determination by the parties through grievance machinery, shall if they accept the order and report, be covered by the minimum provisions of the Agreement, provided, however, that failure of the employer to place orders following such receipt shall not constitute any waiver of the employer's position nor an acceptance of the union's position, pending decision as hereinafter provided.

Following the establishment of any picket line about the premises of an employer affecting the work of employees covered by ILWU-PMA Agreements, either party may require a meeting of the Joint Labor Relations Committee of the port affected (or an Area Committee or the Coast Committee, if such is agreed to be appropriate) and such meetings shall be held immediately.

The Committee shall promptly examine the facts and issue its written decision as to whether the picket line is legitimate and bona fide under the Agreement. Should a Committee fail to reach such a decision, then either

party may refer the matter to the Area Arbitrator for prompt interim decision.

Excepting as provided in this Document, men or gangs who leave or refuse to start or continue any work because of a picket line shall be paid for their actual working time only, including travel time and transportation costs as prescribed by local working or dispatching rules.

In order to minimize any further delay to an operation which has been picketed, the local dispatching hall shall make every effort to furnish men or gangs in accordance with employer orders immediately the picket line is lifted, or as soon thereafter as possible.

STEADY SKILLED MEN

CLRC No. 14, October 11, 1966 (Item 1)

The Employers inquired as to what the Union had in mind in implementing the "Steady Skilled Man" provision of the new Agreement.

There was considerable discussion following which the Employers stated they would discuss this matter further and be prepared to talk about it again in the afternoon session.

The Employers stated they reviewed the matters discussed at the morning session and feel the following proposal will meet the needs of both parties:

1. A guarantee to skilled men regardless of category at a minimum of 173 hours per month at the 15 cent differential shall be paid to steady employees. Such guarantee shall be paid irrespective of how long an individual is retained during any month as a steady skilled man; provided, however, that should such steady skilled man be released for cause during any month, the guarantee shall be prorated over the period such employee was retained as a steady man;
2. Should a steady man be upgraded, he will receive the applicable higher skill differential for the balance of the shift regardless of the period of time of utilization on the equipment carrying the higher differential;
3. All hours worked (including dead time hours under

- the 8-hour guarantee) by such steady man will count against his guarantee;
4. Travel time will not be a part of the guarantee;
 5. The guarantee is not a limitation of the employers' right to work such steady men over and above such guarantee; i.e., the guarantee represents a minimum payment for the privilege of obtaining steady skilled men;
 6. It is not intended to allow an employer to hire steady skilled men so that he may then order longshoremen to make up a basic gang, thus avoiding using a basic gang from the hall;
 7. Where a skilled man is required for a job of short duration the employer may use his steady skilled men.

The Union members of the Committee agree in principle with the above proposal and as a result thereof, it was agreed that with the above as the basis for the employment of steady skilled men, the employers may begin discussing such employment with the men and employing steady men. It was further agreed the Crane Supplement provisions on steady men are retained.

CLRC No. 17, November 8, 1966 (Item 1) Steady Skilled Men

The Employers stated for the record that they strongly protest the action taken by Locals 10 and 13 in calling back to the dispatching hall all of the men who had accepted steady employment and by the membership vote on the motion that no man is to accept steady employment. The Employers also protested the 24-hour stop-work meeting in Los Angeles scheduled for 8:00 today, in that the employers did not receive reasonable notice of this meeting so as to enable them to make appropriate plans, and particularly in light of the fact the meeting was called to discuss a subject on which the Coast parties had already reached agreement during negotiations and at CLRC Meeting No. 14-66, Item 1.

The Employers maintained that the actions taken by both Locals is a flagrant violation of the Agreement, and the contractual right of the Employers to seek steady skilled men was one of the quid pro quo items for the \$34.5 million

M & M Fund recently negotiated. While the Employers certainly have no quarrel with the need to answer specific questions of application that may arise under Section 9.43, there can be no answers given to the procedural questions unless and until the International reaffirms what was agreed to during negotiations and in CLRC Meeting No. 14-66, Item 1, which Item is to be followed.

The Union members of the Committee reaffirmed the agreements reached and stated for the record that they, as well as the Employers, are obligated to follow the agreement, and they intend to enforce it.

The Committee then considered certain specific questions that have arisen relative to the implementation of Section 9.43, and agreed as follows:

Q. Will the provisions of Section 9 be applicable with respect to the appointment or selection of steady skilled men and will a steady skilled man be considered as a man promoted when compared to a hall man of the same skill?

A. The appointment or selection of steady skilled men is not to be considered a promotion as contemplated by Section 9.2 of the Agreement.

Q. In some instances, men not presently listed in any skilled category in the hall have been approached about accepting steady skilled jobs. In addition, some of these men have only recently been promoted to Class A status. What action will the seniority provisions of 9.2 have with respect to such men as opposed to older, more senior skilled men?

A. The Coast Committee agrees that the seniority provisions of Section 9.2 have been met by those men who are presently eligible for dispatch in accordance therewith; however, while the employer is to seek his steady skilled men first from those skilled men presently eligible for dispatch in a skilled category and second from the remainder of the workforce, the employer is *not* obligated to seek such steady men from the first group on the basis of seniority but rather on the basis of ability and competence as determined by the employer and the employer is not obligated to exhaust the first source before moving to the

second. However, when considering the remainder of the workforce, men not skilled or not already promoted will have to meet the requirements of Section 9.2.

Q. Several companies have approached their present steady gearmen with requests that they transfer to steady skilled status. Are such transfers permissible and is a gearman to be considered as a skilled man for the purpose of 9.43?

A. Gearmen are already in a skilled category. Such men who presently possess a second skill or acquire such skill, as contemplated by Section 9.43 to the satisfaction of the employer, may be approached and asked that they transfer to the status of steady skilled men.

Q. The same question applies to men presently employed as steady crane operators?

A. A steady crane operator may request or be requested to change his status from that enumerated in the Crane Supplement to that established in Section 9.43 of the Agreement and governed by Item 1, CLRC Meeting No. 14-66. The change of status is, of course, the man's option.

Q. What protection will the rotational skilled men working out of the dispatching hall have against dilution of their work opportunity by reason of the employment of large numbers of steady skilled men? Will there be any provisions set up for equalization of earnings, hours, or work opportunity as between steady men and hall men?

A. No benchmarks will be established. However, should economic conditions warrant, the Union is not precluded from raising the matter through the grievance machinery, subject to review at the Coast level by motion of either party.

Q. Can a steady skilled man provide relief to the lift driver attached to the gang who is servicing the hook?

A. Yes.

There were other questions of application raised that the parties will discuss at their next meeting.

T-LETTER MANNINGS

CLRC No. 12, August 11, 1966 (Item 3)

The Employers stated that they would publish a condensed version of all agreed to T-letter mannings to be distributed to the Union and employers for reference.

It was also agreed that instructions be issued at the time of such distribution stating the employer may order men under the appropriate T-letter where his operation is covered by such T-letter, and stating further that should the operation change during the course of the shift so as to require a different manning, then the men already on the job shall be supplemented to such required manning. Should the supplemented manning be required only for some portion of that shift, then the peel-off provision is applicable; however, should the requirement for such supplemented manning extend to the next subsequent comparable shift, then the entire unit of men shall be released and the appropriate gang size ordered from the dispatching hall. Under such circumstances, gear priority is suspended.

THIRD SHIFT MINIMUM

CLRC No. 21, August 15, 1962 (Item 6)
Minimum Call-out Pay for the Third Shift —
LA-13-62, Local 13, Local Dispute 2/22/62,
Area # 2-62

A replacement was ordered from the dispatching hall for the third shift at 4:22 a.m., and reported as ordered at 4:55 a.m. However, he was not turned to. The local parties agreed that the replacement was entitled to minimum call-out pay; the Union contended that the minimum call-out pay for the third shift was equivalent to 9 hours straight time and the local employers contended that the Contract doesn't set forth a minimum call-out pay on the third shift.

Committee agreed that the minimum call-out pay for the third shift for men reporting but not turned to is 4 hours at the third shift hourly rate.

APPENDIX I

STANDARD MAXIMUM SLING LOADS

The following standard maximum sling loads are set forth only for the purpose of maintaining the meaning of Section 1.24:

<i>Commodity</i>	<i>Sling Load</i>
(1) Canned Goods	
24 - 2½ talls, 6 - 12's talls 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 and 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), Approximately 43 lbs. Per Ingot.....	48 ingots
Cotton, under standard conditions.....	3 bales

<i>Commodity</i>	<i>Sling Load</i>
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.
Newsprint, rolls	2 rolls
Newsprint, rolls (when weight is 1800 lbs. or over)	1 roll
(5) Sacks	
Flour - 140 lbs.....	15 sacks
Flour - 100 lbs.....	20 sacks
Flour - 50 lbs.....	40 sacks
Flour - 50 lbs. (in balloon sling).....	50 sacks
Cement	22 sacks
Wheat	15 sacks
Barley	15 sacks
Coffee - Power hauled from and to ship's tackle	12 sacks

<i>Commodity</i>	<i>Sling Load</i>
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 lbs. 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 hauled by jitney as follows:	
Within the limits of the ordinary berthing space of the vessel.....	2 trailers
Long hauls to bulkhead warehouses or to adjoining 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 are for the standard sizes by weight and measure of 1937. If any commodities named are of a size as to weight and measurement different from that which is specified, the sling load will be changed accordingly for any such commodity, by mutual agreement.

APPENDIX II-A
MEMORANDUM OF UNDERSTANDING
BETWEEN ILWU AND IBT

This Memorandum of Understanding is entered into between the undersigned Unions for the purpose of clarifying the work jurisdiction of the undersigned Unions in the loading and unloading, handling and movement of cargo on the dock facilities owned or controlled by the members of the Pacific Maritime Association in those Pacific Coast ports where the International Longshoremen's and Warehousemen's Union represents longshoremen:

1. Nothing in the Mechanization and Modernization Agreement between the PMA and the ILWU shall be construed to permit longshoremen to load or unload trucks, whether cargo is handled piece by piece or in unit loads; nor shall longshoremen be permitted to go aboard trucks. *Exception:* When necessary, the truck may go directly under ship's gear to handle heavy lifts such as machinery, etc., where agreed to by the undersigned parties.
2. Cargo on the dock to be loaded on trucks.
The handling of all cargo from the ship to a place of rest on the dock shall be recognized as the work of the longshoremen when such cargo is under the control of the steamship, terminal or stevedore operator; the handling of all cargo from the place of rest on the dock onto the truck shall be recognized as the work of the teamster when such cargo is under the control of the trucking or drayage company or shipper. More specifically:
 - (a) Any load being handled in single lift units (packaged loads, unitized loads, pallet loads), whether on a longshore board, a pallet board or a skip board, shall be loaded aboard trucks by teamster lift drivers, but all breaking down of high piles shall be done by longshoremen.
 - (b) Loose cargo may be taken piece by piece to the truck by teamsters from the skin of the dock and (1) put directly onto the bed of the truck, or (2)

put onto pallet boards on the truck or (3) on a loading platform, including the apron of the dock for the purpose of loading the truck. In this last case, the loaded boards shall be placed on the truck by teamster lift fork operators.

- (c) Loose cargo may not be loaded onto pallet boards by teamster lumpers prior to arrival of the trucks.
3. Cargo arriving at the dock on trucks, to be unloaded. The handling of all cargo from the truck to a point of rest on the dock shall be recognized as the work of the teamster when such cargo is under the control of the trucking or drayage company or shipper; the handling of all cargo from the point of rest on the dock to the ship shall be recognized as the work of the longshoremen when the cargo is under the control of the steamship, stevedore, or terminal operator. More specifically:
- (a) Any load being handled as a unit (packaged loads, unitized loads, pallet loads) on any kind of board, shall be taken off the truck by the teamster lift truck operators and set down on the dock one lift high.
 - (b) Loose cargo may be taken off the truck piece by piece by the teamster or his lumper and put onto the skin of the dock at that point at which the trucking or drayage company or shipper releases control of cargo to the steamship, stevedore, or terminal operator.
 - (c) Loose cargo may not be taken off the truck and put onto any kind of a pallet or sling board alongside the truck or anywhere else on the dock by the teamsters when the result of such operation is to have load go to ship to be stowed by longshoremen.

(Signed) EINAR O. MOHN
WESTERN CONFERENCE OF TEAMSTERS,
International Brotherhood of Teamsters, Chauffeurs
and Warehousemen of America

(Signed) HARRY BRIDGES
INTERNATIONAL LONGSHOREMEN'S AND
WAREHOUSEMEN'S UNION

Witnesseth by:

(Signed) J. PAUL ST. SURE

7/20/61

APPENDIX II-B
ST. SURE CLARIFICATION LETTER

July 7, 1966

International Longshoremen's and Warehousemen's Union
150 Golden Gate Avenue
San Francisco, California
Attention: *Mr. Harry Bridges, President*

Gentlemen:

This letter will serve to clarify certain of the items covered by the "Memorandum of Understanding" between PMA and ILWU executed on July 6, 1966.

1. In Section II, relating to the new Mechanization and Modernization Fund, the sentence reading: "The Fund shall be available to the ILWU for lawful purposes, subject to Treasury Department approval as an Employer business expense for tax purposes" is intended to permit ILWU to determine the amount of vesting benefits to be paid from the Fund, the age and period of eligibility for beneficiaries, as well as death or disability benefits. The reference to Treasury Department approval should present no problem to the parties, since the 1961-66 M and M Fund was approved, and new approval should be automatic.

2. The reference to the B.L.S. Consumers' Price Index in Section III A., relating to Pensions, is intended to mean that the Index shall be used as a guide in determining any percentage increase that may result from the review in 1971. The parties understand that both national and local figures may be taken into account, and that agreement will be reached relating to any time lag in the availability of B.L.S. reports.

3. Section 3.133 on page 6 of the Memorandum, as it relates to certain longshoremen being limited to dock work, is intended to implement the reference in CLRC No. 28, December 27, 1961 concerning the preferential assignment of dock work to "men either old or disabled." It is understood that the Joint Port Labor Relations Committees will prepare such lists of men who are "old or disabled," and

who consequently will not be shifted away from dock work. The Joint Port Labor Relations Committees shall limit such lists to those in fact old or disabled and shall consider the normal volume of dock work in the port and the shifting of men from ship to dock, in order that the number of men on preferred dock assignment lists may have sufficient work opportunity to make reasonable hours of employment. (*Sec. 3.133*)

[Included in such lists shall be machine operators (bull-drivers) in order that such men, not necessarily filling the classification "old or disabled," shall not be forced off machines, and put to work hand-handling cargo on dock or ship. The period of time such machine operators have been doing such work shall be the major factor to be used by Joint Port Labor Relations Committees in placing such men on preferential lists. This section of the Agreement shall not be construed to mean a guarantee of work or pay if insufficient work is provided.]

4. In connection with Section 9.43 on page 10 of the Memorandum, it is intended that in addition to the Contract guarantees as provided in Section 3, weekly or monthly guarantees will be negotiated to apply to such steady employees. (*Sec. 9.43; CLRC No. 14, October 11, 1966 and CLRC No. 17, November 8, 1966*)

5. The review of manning as provided in Section 10.3 shall not be available to the Employers to challenge the minimum manning provided in Section 10.21. (*Sec. 10.3*)

6. The application, in Section 10.31, of T-7 to packaged lumber, as well as the application of T-7 to other unit operations, is intended to exclude the reference to "topping off" contained in the T-7 agreement. (*Sec. 10.31*)

7. The reference in paragraph (b) on page 18 of the Memorandum is intended to mean that agreements which have been reached on changed operations or reduced manning in accordance with the Contract procedures, shall not be challenged as being onerous operations if no further change has been made following such agreement. In other words, claims of onerousness shall not be used to challenge agreed manning if the operation is unchanged in all re-

spects. Any such challenges shall be referred to the CLRC. (Sec. 14.3)

8. The agreement in Section 16 to "discuss and revise" the Pacific Coast Marine Safety Code is intended to mean that such discussions and revisions will be for the purpose of updating said Code. (*Pacific Coast Marine Safety Code, 1967 Revision, Effective December 31, 1967*)

9. The parties agree that all arbitrators' decisions and LRC rulings under the provisions of the 1961-66 Contract, which are not changed or modified by the new Agreement, remain in effect, subject to the right of either party to seek a review or reopening of such decisions or rulings during the term of the new Contract. If the other party objects to such review or reopening, the subject matter can be processed through the arbitration procedure. Pending ratification of the new Agreement arbitrators' decisions and LRC rulings under the 1961-66 Agreement shall not be subject to review or reopening except by mutual consent of the parties. (Sec. 22.4)

10. The provisions of B. Section 2 (1) on page 5 of the Memorandum, relating to postponing the midshift meal by one hour when there is a late start and an extended shift are intended to refer to the late start of a vessel, but are not intended to change the meaning of Contract Section 2.411. (Sec. 2.23)

11. The "objectives" set forth in the joint statement agreed to by PMA and ILWU in November, 1957 will continue to be the objectives of the parties during the term of the new Agreement and will be the basis for future contract negotiations at the expiration of the new Agreement. The statement of objectives is hereby reaffirmed, but without commitment by either party as to the manner in which such objectives are to be implemented in future bargaining.

12. The reference to continued employment of gang bosses "in ports where they are used provided such gang bosses will perform their duties in accordance with rules to be agreed to by the parties," as stated in Section 10.2 on page 11 of the Memorandum, is intended to mean that the parties agree that gang bosses are in complete authority

and will be held responsible for the functioning of their gangs. Gang bosses shall have the responsibility to discharge from their gangs any man or men for incompetence, insubordination, or failure to perform work as required, in conformance with the provisions of the Agreement. Joint Local Labor Relations Committees may adopt additional rules to implement this authority and this responsibility, but may not nullify them. (*Sec. 10.2*)

13. In addition to the Pension items contained in the Memorandum, it is jointly agreed that paragraph 5.6a(3) of the First Amended ILWU-PMA Agreement is amended to read as follows:

"He was credited with a qualifying year (after 1950) either for the payroll year prior to the payroll year in which his disablement occurred, or for the payroll year in which his disablement occurred, except that payroll years in which disablement occurred will not count as qualifying years unless they occur after December 1965."

14. A separate letter is being forwarded to you relating to Welfare items.

15. It is understood that ratification procedures will require approximately 30 days from and after July 6, 1966. During the period the 1961-66 Agreement remains in full force and effect, with the further agreement the wage, pension, welfare and M&M Fund payments will be retroactive to July 1, 1966 when ratification is completed.

Sincerely,

PACIFIC MARITIME ASSOCIATION

By J. PAUL ST. SURE

Chairman of the Board

APPENDIX II-C

ILWU NEGOTIATING COMMITTEE STATEMENT* WITH RESPECT TO MANNING SCALES

(1) Where the language "skilled deck man or men as required" appears in the basic manning scale PMA has agreed in negotiations, it means that a hatchtender as presently used will continue to be used, unless there is a change in operations.

A change in operations does not mean that a winch or crane driver can see the hold and dock, and therefore the hatchtender may not be necessary as a signal man. The language does mean that with a change in operations (for example, the YAKIMA VALLEY type operation) that employers have the right to contest the use of a hatchtender in the basic gang as being an unnecessary man.

(2) Gang Bosses. The meaning of the language on gang bosses is that gang bosses will have to be necessary men. They will have to utilize their authority to hire and fire, put a stop to late starts or early quits, see that the 15 minute relief is 15 minutes, no more, see that all the men remain on the job, and prevent such practices as 4-on 4-off, or variations thereof. These are presently the gang bosses' responsibilities as the agreement is now written, therefore it is a re-affirmation of what the gang boss is required to do.

(3) The minimum manning scale for hand handling under Section 10.21 is the one manning section of the agreement which is frozen for the life of the contract. This is a minimum manning gang, and must be there at all times for hand handling. It can be supplemented by the addition of men and machines through application of the onerous workload rule, and the safety rule.

In the new agreement the safety rule as we have used it under the present agreement will apply to a claim of onerous workload in cargo handling operations, and means when the claim of onerousness is put in, the men do not

*This statement of the ILWU Negotiating Committee appeared in a Special Supplement of *The Dispatcher*, July 22, 1966.

have to continue to work as directed while the complaint is examined and straightened out by the grievance machinery, or the arbitrator. The men will cease work by moving to other jobs, or sit down while the matter is being straightened out. It is agreed, of course, by the parties that the rule is supposed to be applied in good faith, without gimmicks.

(4) Section 10.23. This is a basic gang for machine stow operations. It can be reduced by use of the grievance machinery, and by an employer complaint in this type of operation that too many men are being used. Here the unnecessary rule applies.

The language basically means that on some operations the employer might be able to get down to only using machine operators in the hold on this mechanical type operation.

(5) Section 10.24. The same rule applies as in Section 10.23. This gang can be reduced by the employers proceeding through the grievance machinery and using the unnecessary man rule.

Both Section 10.23 and 10.24 are also subject to change because of a change in operations.

(6) Section 10.3 means that on present operations where manning scales have been set by the manning committee, such manning scales will continue, with the employers having the right at any time after the agreement is approved, if it is to be approved, and put into effect, to review such manning scales through the grievance machinery.

(7) Section 10.32. Although this section applies specifically and only as written to the robot operation, there is no question about the employers' intention to apply the same manning to similar operations. Under this section, to go to the extreme possibility, the employers may be able to get down to a gang that has no frontmen, no more men than the machine drivers in the hold, and possibly no gang bosses. However on this section, present manning for robot operations continues until changed by the use of Section 10.5, and through the grievance machinery, by the employers presenting a T-number letter.

(8) In all manning operations except the basic minimum hand-handling gang of Section 10.2 the employers can seek reduction of the basic or minimum gang structure by proceeding through the grievance machinery, using the unnecessary man rule, or change in operations rule; and in all operations other than Section 10.21 men can be shifted away from the job as required, and shifted back as necessary.

(9) There are no provisions in the manning scales for changing dispatching rules. The right to review and change dispatching rules is covered elsewhere in the proposed Memorandum of Agreement.

(10) Where mention is made of machines here, the language means all kinds of machines—lift machines, stowing machines, etc.—and various types of equipment that can—and the union intends to insist—must be used to make the work easier.

PACIFIC COAST LONGSHORE BARGE AND STEAMSCHOONER TRADE AGREEMENT

The Company, referred to herein as the employer, and the International Longshoremen's & Warehousemen's Union, referred to herein as the union, hereby agree as follows:

Section 1(a) WORKING CONDITIONS

Except as specifically provided hereafter, longshore work for the Company shall be governed by the terms and conditions of the Pacific Coast Longshore Agreement and related documents between ILWU and the Pacific Maritime Association as amended, which includes a SECTION 19 entitled "BARGES AND STEAMSCHOONERS," and these shall hereafter be referred to as the Pacific Coast Longshore Agreement.

(b) JURISDICTION

The union holds jurisdiction over all longshore work as defined in the Pacific Coast Longshore Agreement and over which it has exercised jurisdiction under prior agreements between it and the employer.

(c) SCOPE OF WORK

The employer recognizes the jurisdiction of the union, and hereby assigns all such work to registered longshoremen when available.

Section 2 WAGES

Wages shall be the same as those set forth in the Pacific Coast Longshore Agreement or as it may hereafter be amended.

Section 3 VACATIONS

The employer will make arrangements to participate in the ILWU-PMA Vacation Plan except in ports where PMA maintains no service. In such ports employees shall receivestraight time andovertime per hour in lieu thereof.

Section 4 WELFARE FUND

The employer will make contributions to the ILWU-PMA Welfare Fund for all work performed by employees of the Company working under the terms of this agreement, in the amount as determined by the parties to the ILWU-PMA Welfare Agreement.

Section 5 PENSIONS

The employer will contribute to the ILWU-PMA Pension Fund for all employes working under the terms of this agreement in the same manner and at the same rates as are determined to be appropriate by the Pacific Maritime Association for its member companies.

Section 6 MECHANIZATION AND MODERNIZATION

(A) The employer will contribute to the ILWU-PMA Mechanization and Modernization Fund for the cargoes hereinafter listed when loaded and/or discharged by longshoremens employed under this agreement and carried by barge or ship in the steamschooner trade:

1. Lumber and other forest products, packaged or hand-stowed, 4.6¢ per ton (1000 board feet = a ton).
2. Bulk cargoes other than liquid cargoes, 4.4¢ per ton.
3. Other cargoes, including cargoes classified as heavy lifts and roll-on roll-off, a rate shall be determined by the parties to apply to each and every total operation independently, and shall not constitute a precedent as to rates of payment for any future similar cargoes.

(B) For cargoes moving off-shore by ship or barge, or for any cargoes other than (A) (1), (2), and (3) above, moving in the steam-schooner trade, the employer will contribute to the said Fund in the same manner and at the same rates as are determined to be appropriate by the PMA for its member companies.

(C) When any part of the work of loading or discharging cargo carried in the Pacific coastwise trade is performed by members of the crew of the vessel as assigned or allowed by this agreement and the Pacific Coast Longshore Agreement, the employer shall contribute to the Fund only that portion of the rate of contribution which otherwise would be applicable as the total manhours worked by longshore-

men bears to the total manhours worked by both longshoremen and crew members.

(D) With respect to any cargo carried in the steam-schooner trade, the applicable rate of contribution to the aforementioned Fund shall cover both loading and unloading if the work is performed under this agreement, and the employer shall not be required to make a double contribution with respect to any such cargo.

Section 7 GRIEVANCE PROCEDURE

(A) A grievance that develops on the job shall be settled by representatives of the local union and the employer. In any case where this proves to be impossible the grievance shall, at the request of either party, be referred to an arbitrator¹ who shall hear the case and render a decision, and work shall continue as directed by the employer, except on disputes that, as they arise, are said to be either onerousness or health and safety. These shall be processed under the provisions of Supplement III, Section 11.4 of the Pacific Coast Longshore Agreement.

Either party may appeal an arbitrator's¹ decision except those dealing with onerousness or health and safety, which are final, to the International Union and the employer. When a decision is reached the company and the local union involved will be notified.

(B) Disputes arising off the job between the employer and the union shall be settled by representatives of the local union and the employer. In any case this proves to be impossible the dispute shall be forwarded to the International Union and the employer who shall study the dispute as presented and render a decision. In the event of disagreement the question shall be settled as per Sec. 17.27 PCLA.

(C) However, nothing in this agreement or the Pacific Coast Longshore Agreement shall prohibit the union and the employer from arriving at any other mutually agreeable solutions as settlement to any dispute or grievance between them.

¹ILWU-PMA Area Arbitrator

(D) The business agent or other authorized spokesman for the union shall have free access at all times to vessels, berthing spaces and other places of employment owned or operated by or on behalf of the employer.

Section 8 COASTWISE BARGE OPERATIONS

(A) 1. *Mechanized Operation.* (When cargo on the vessel is moved to or from gear by machines.) The basic gang for loading packaged lumber and other packaged forest products, excluding logs, for each crane or gear in use shall be:

- 2 crane operators who shall give each other the necessary signals and otherwise act as a hatch tender and/or crane tender;
- 6 longshoremen, one of whom shall be working foreman, two of whom shall be machine operators as defined in the Pacific Coast Longshore Agreement (Section 10.2 and related sub-sections).

2. The basic gang for discharging packaged lumber and other packaged forest products but excluding logs, for each crane or gear in use shall be:

- 1 crane operator
- 1 hatch tender

or

- 2 crane operators, who shall give each other the necessary signals, and otherwise act as a hatch tender and/or crane tender;
- 6 longshoremen, one of whom can be a working foreman, and two of whom shall be machine operators as defined in the Pacific Coast Longshore Agreement (Section 10.2 and related sub-sections).

3. *Landing, Loading or Unloading Operation Where the Crane or Gear Is the Only Equipment Utilized* on cargo landed or lifted from or to place of stow.

a. The minimum package lumber loading gang for each crane or gear shall be:

- 1 working foreman
- 2 crane operators who shall give each other the necessary

signals and otherwise act as a hatch tender and crane tender; and

5 longshoremen

b. The minimum package lumber unloading gang for each crane or gear shall be:

1 hatch tender

1 crane operator, or

2 crane operators and

6 longshoremen

c. The minimum log loading gang for each crane or gear shall be:

2 crane operators and

5 longshoremen

(A lift truck driver or drivers shall be furnished in addition to the minimum gang by the union when required by the employer.)

4. The longshoremen in paragraphs (A) (1), (2) and (3) of this Section 8 (other than the machine operators, (A) (1) and (2)) shall be divided between the dock and the vessel, according to the employer's direction. All of the basic longshoremen (including the machine operators—(A) (1) and (2)) may be ordered to work aboard the vessel to accomplish lashing or unlashng, and covering or uncovering of hatches and cargo areas.

The basic gang (A) (1), (A) (3) (a) — shall be augmented by an additional man or men when the employer requires that peavies be used to separate packages of lumber or other forest products beneath the tackle, or when dunnage is to be used between loads.

When machines are used with the gangs defined in (A) (1) and (A) (2) of this Section 8, the employer will be governed by Section 10.23 and Section 10.24 of the Pacific Coast Longshore Agreement, and supplement the gang as required.

5. The employer shall have the right to hire such longshoremen, skilled and/or unskilled as he deems necessary in addition to the basic gang (A) (1), (A) (2), for any given operation, and these extra longshoremen shall not constitute a precedent to manning in regard to future

operations. If skilled power equipment operators are added to basic gang, (A) (3) (a), (b) manning requirements of (A) (1) or (A) (2) will prevail.

6. On offshore barges, manning as per Pacific Coast Longshore Agreement will prevail.

(B) Crane Operators and Skilled Longshoremen

The union is obligated to furnish competent and qualified crane drivers and other skilled men for all operations. The employer shall train registered longshoremen to operate any new or different machines or devices introduced on his operations. If the union fails to furnish competent and qualified men, then the registered men shall not refuse to work with a crane operator or other skilled men who are not registered longshoremen. Otherwise it is agreed that employes holding longshore registration shall have the right, at their sole discretion, to refuse to work with longshoremen who are not registered men, and the exercise of such right shall not be deemed or held to constitute a breach of this agreement.

(C) Manning Scales

The manning scale for operations other than those covered in this agreement shall be in accordance with the practice under prior agreements between the parties or the Pacific Coast Longshore Agreement, unless and until there is further mechanization or modernization of an operation. In such event, the manning shall be reviewed and established in a manner as shall be deemed appropriate.

In the event of a dispute relative to such manning it will be dealt with immediately as provided in Section 7.

When the employer establishes or uses any new operation, the manning shall be dealt with as provided in the Pacific Coast Longshore Agreement, Section 10.5, and any other related sections or subsections, and Section 7 of this agreement, in the event of a grievance or dispute.

**Section 9 PORT WORKING AND DISPATCHING
RULES**

(A) The employer shall make arrangements with affected ILWU locals, and the ILWU locals affected by this

agreement shall make arrangements with the employer for an orderly dispatch procedure of longshoremen to do work covered by this agreement, where necessary.

(B) Exceptions to this agreement and the Pacific Coast Longshore Agreement as might be allowed under Section 1.5 and related subsections shall be subject of letters of agreement between the employer and the union on each and every exception, and shall be renewed at appropriate intervals, if necessary, to fulfill this agreement. These letters of agreement or copies shall be filed with the union and its local unions involved, and with the employer involved.

Section 10 PICKET LINES

It is agreed the union reserves the right to respect any picket lines that are placed or endorsed by the International Longshoremen's and Warehousemen's Union.

Section 11 TERM OF AGREEMENT

This agreement is subject to review as provided in the Pacific Coast Longshore Agreement, and shall continue in full force and effect until 8 A.M., July 1, 1971, and shall be renewed from year to year thereafter between the respective parties unless either shall give written notice to the other of its desire to modify or terminate same. Said notice shall be given at least sixty days prior to July 1, 1971.

IN WITNESS WHEREOF, the parties hereto, through their respective representatives, duly authorized, have executed this Agreement on the 14th day of June, 1967.

FOR THE UNION
William H. Forrester
Harry Bridges
William T. Ward

FOR THE COMPANY
Henry Sause, Jr.
E. Whitney Olson

(oteu:29)