

**The Contract Framework of West Coast Longshoring**  
**-- from the '34 strike and its arbitrated settlement**  
**to the container technologies and the strike of 1971 and 1972**

**by**

**Herb Mills**

© 2006

## CONTENTS

- 1 pp. 1 - 3.  
A note on the strike of 1934.
- 2 pp. 4 - 6.  
The arbitrated settlement of the 1934 longshore strike.
- 3 pp. 7 - 8.  
A note on the strike of 1936.
- 4 pp. 9 - 20.  
The 1937 Agreement.
- 5 pp. 21 - 24.  
The 1937 Sling Load Agreement.
- 6 pp. 25 - 42.  
The 1940 Agreement.
- 7 pp. 43 - 47.  
The International Longshore Association 1942 (?) Agreement  
for the Ports of Tacoma, Port Angeles, and Anacortes.
- 8 pp. 48 - 64.  
The 1944 Agreement.
- 9 p. 65.  
A note on the strike of 1946.
- 10 pp. 66 - 77.  
The 1947 Agreement.
- 11 pp. 78 - 85.  
Local 10 Working and Dispatch Rules -- 1947.
- 12 pp. 86 - 87.  
A note on the strike of 1948.
- 13 pp. 88 - 93.  
A note on the dawning of new technologies.
- 14 pp. 94 - 97.  
Memorandum of Agreement - ILWU / PMA  
- On Mechanization and Modernization - October 18, 1960.
- 15 pp. 98 - 163.  
The First Mechanization and Modernization Agreement -  
July 16, 1960 -- July 1, 1966.

- 16 pp. 164 - 256.  
The Second Mechanization and Modernization Agreement -  
July 1, 1966 -- July 1, 1971.
- 17 pp. 257 - 274.  
The Container Freight Station Supplement.  
- July 1, 1966 - July 1, 1971  
- p. 30: " . . . effective as of January 5, 1970."
- 18 pp. 275 - 276.  
A note on the strike of 1971 and 1972.
- 19 pp. 277 - 280.  
The chronology of the strike as viewed by the PMA.
- 20 The Table of Contents and Indices of two very good books on the contracts,  
strikes, and technological changes in question.
- pp. 281 - 291.  
Fairley, Lincoln, Facing Mechanization: The West Coast Longshore Plan, (Los  
Angeles, Institute of Industrial Relations, University of California, 1979,  
447 pp. Having received from Harvard an Economics PhD , Fairly worked for  
the government during World War II. And from 1946 to 1968 he was Director  
of Research for the ILWU. And upon his union retirement, he was appointed  
by the union and the PMA to serve as arbitrator for the ports of Northern  
California.
- pp. 292 - 300.  
Larrowe, Charles P., Harry Bridges - The Rise and Fall of Radical Labor in  
the U.S., (New York: Lawrence Hill and Co., 1972), 404 pp.
- 21 pp. 301 - 304.  
A closing note on things then to come in an ever more global economy  
-- and a promissory note from the present author.

A note on the strike of 1934. \*

## The New Union

In 1933 the economic depression that started in 1929 hit the nation full-force. West Coast longshoremen, who had long suffered their own special kind of depression through chronic job insecurity, now experienced even deeper hardship. Genuine union organization became a matter of survival. The longshoremen once again applied for and obtained a charter from the ILA – but this time they established their organization as a single unit on a coastwise and industry-wide basis, thus avoiding the mistakes of the past.

Their demands were simple: a union-controlled hiring hall that would end all forms of discrimination and favoritism in hiring and equalize work opportunities; a coastwise contract, with all workers on the Pacific Coast receiving the same basic wages and working under the same protected hours and conditions; and a six-hour work day with a fair hourly wage.

The shipowners consistently refused each demand, determined to divide and destroy the unions in each port. The members of both longshore and seafaring unions voted to strike in May 1934. In response, the employers mobilized private industry, state and local governments, and police agencies to smash the unions and their picket lines.

The ranks held firm throughout the historic strike. They held up against unprovoked police violence, and withstood attempts by the ILA national leaders to cave in to employer demands for a return to business as usual. They elected new regional leaders to push the strike forward in defiance of both the employers and the ILA

---

\* This note and those which follow it are an on-going quote from The ILWU Story as it is posted at Google - ILWU - History - The ILWU Story. This being so, the full citation of that work should also thus be noted: The ILWU Story, International Longshore and Warehouse Union, 1997, Second edition, Eugene Dennes Vrana, Text and Research, Steve Stallone, Editor, 91 pp. This work may also be purchased from the ILWU. The address to write is ILWU - Education Staff - 1188 Franklin Street, San Francisco, CA 94109. It should be noted that Gene Vrana is the union's Director of Educational Services and Librarian and that Steve Stallone is the editor of The Dispatcher, its monthly newspaper. And having noted, too, that the three of us have long been friends, it perhaps should be noted, too, that for quite sometime in the late 60's Gene and I worked as partners in the hold for a gang. And like many partnerships, we both were hurt in the same accident. So, first of all, that had occurred when the offshore fall to a jumbo purchase and cargo hook broke free of the winch and drum to which it had been secured. And that also had happened when the winch driver was coming back with an empty bridle and we were standing directly beneath it. Now, that we were doing while standing on top of the cab of an over-the-road construction crane which was next to be discharged. And that, of course, was because someone had to be there to direct the legs of the bridle to those on the deck of the lower hold who then would secure them the crane. In any event, and with all of that gear and a whole lot of wire coming down at an ever-faster rate, we both took some pretty good knocks in a twenty-foot tumble and scramble to the deck below.



officials. Prominent among the new faces was a San Francisco longshoreman named Harry Bridges, who was later elected president of the ILA's Pacific Coast District and then president of the ILWU.

In July of 1934, when it was clear the longshoremen and their seafaring allies were not going to give up their struggle for justice on the waterfront, the employers decided to open the struck piers using guns, goon squads, tear gas, and the National Guard. They provoked pitched battles in San Francisco, Portland, Seattle, and San Pedro. Hundreds of strikers – and bystanders – were arrested and injured. On July 5, know ever after as Bloody Thursday, two workers were shot and killed. A total of six workers were shot or beaten to death on the West Coast by police or company goons during the course of the strike.

Rather than breaking the strike, these terrible events galvanized public support, and prompted the unions of San Francisco to declare a brief but historic General Strike to support the longshore and maritime unions and protest strikebreaking by employers and police. The most conservative leaders of the San Francisco labor movement headed the General Strike, and called it off July 16 after just four days. Still, business and government now knew the maritime strikers had the overwhelming support of the Bay Area's rank and file trade unionists.

Overseas support for the strikers also helped impress the employers with the impossibility of beating the strike with scab long-shoremen and scab crews. And for the first time, most minority workers refused to scab, thanks to the longshoremen's developing policy against racial discrimination. After the federal government intervened, the union agreed to arbitrate all issues – and won, in principle, each of its major demands.



*San Francisco police attack strikers in 1934.*

The union made great organizing gains as the result of the opportunity it gave to the average worker to unite and fight. It sparked the creation of new unions in every industry up and down the Pacific Coast, and the formation of the first multi-employer collective bargaining unit covering an entire industry.

*Bloody Thursday, July 5, 1934 in San Francisco. Police shot and killed two strike supporters. On right, Howard Sperry is fatally wounded. Gene Olson, on left, was shot in the head and back, but later recovered. Nick Bordoise, a merchant seaman, was also murdered that day.*



*Portland, Oregon longshore picket line, 1934.*

The 1934 West Coast longshore strike became a maritime strike when a number of seafaring unions joined the longshore picket lines. In San Francisco it also became a "general strike" of workers and unions when the Waterfront Employers Association with help from the city's police tried to forceable "open the front" by a use of scabs. And with employer and union agreement, it was that three day strike which led President Roosevelt to establish a National Longshoremen's Board to arbitrate the docker demands. But having failed to force their employers to bargain, the demands of the seafaring unions were not so addressed. And as a result - and having opened their own contract to only bargain on wages - the West Coast dockers also struck in 1936 to support the demands of those unions. And, hence, too, they went back to work with the "series of agreements" handed down by the board in 1934 being left unchanged, excepting on wages.

ARBITRATION AWARD HANDED DOWN  
BY NATIONAL LONGSHOREMEN'S BOARD

In the Matter of the Arbitration between Pacific Coast District Local 38 of the International Longshoremen's Association, acting on behalf of the various Locals whose members perform longshore labor and Waterfront Employers of Seattle, Waterfront Employers of Portland, Waterfront Employers' Union of San Francisco and Marine Service Bureau of Los Angeles.

ARBITRATORS' AWARD

This award is made pursuant to agreement dated the 7th day of August, 1934, between the above named parties, which agreement is hereby referred to hereof.

Said agreement provides that the decision of the arbitrators (which shall be in writing and must be by a majority) shall constitute a series of agreements between the International Longshoremen's Association, acting on behalf of various Locals whose members perform longshore labor, first party, on the one hand, and Waterfront Employers of Seattle, a list of the members of which is attached to said agreement, marked Exhibit "A," second party, Waterfront Employers of Portland, a list of the members of which is attached to said agreement, marked Exhibit "B," third party, Waterfront Employers' Union of San Francisco, a list of the members of which is attached to said agreement, marked Exhibit "C," fourth party, and Marine Service Bureau of Los Angeles, a list of the members of which is attached to said agreement, marked Exhibit "D," fifth party, separately, on the other hand, which shall be binding upon each of said parties as aforesaid for the period to and including September 30, 1935, and which shall be considered as renewed from year to year thereafter between the respective parties unless either party to the respective agreements shall give written notice to the other of its desire to modify or terminate the same, said notice to be given at least forty (40) days prior to the expiration date. If such notice shall be given by any party other than the International Longshoremen's Association, first party, then the International Longshoremen's Association shall have fifteen (15) days thereafter within which it may give written notice of termination of all of said agreements whereon on the succeeding September 30, all of said agreement shall terminate. If such notice or notices are not so given the agreement shall be deemed to be renewed for the succeeding year.

The arbitrators decide and award as follows:

*Section 1.* Longshore work is all handling of cargo in its transfer from vessel to first place of rest including sorting and piling of cargo on the dock, and direct transfer of cargo from vessel to railroad car or barge and vice versa.

The following occupations are included in longshore work: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack-turners, side runners, front men, jitney drivers, and any other person doing longshore work as defined in this section.

*Section 2.* Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8 a.m. and 5 p.m. shall be designated as straight time. All work in excess of six hours between the hours of 8 a.m. and 5 p.m., and all work during meal time and between 5 p.m. and 8 a.m. on weekdays and from 5 p.m. on Saturday to 8 a.m. on Monday, and all work on legal holidays, shall be designated as overtime. Meal time shall be any one hour between 11 a.m. and 1 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all the time worked in excess of five hours without a meal hour.

*Section 3.* The basic rate of pay for longshore work shall not be less than \$0.95 (ninety-five cents) per hour for straight time, not less than \$1.40 (one dollar and forty cents) per hour for overtime, provided, however, that for work which is now paid higher than the present basic rates, the differentials above the present basic rates shall be added to the basic rates established in this paragraph (a).

(b) For those classifications of penalty cargo for which differentials are now paid above the basic rates, the same differentials above the basic rates established by this award shall be maintained and paid;

(c) For shoveling, shoveling bones in bulk, both non-offensive and offensive, ten cents above the basic rate shall be paid in Los Angeles;

(d) For handling creosote and creosote products, green hides, and fertilizer, for which a differential of ten cents above the present basic rates is now allowed in Los Angeles to foremen, the same differential of ten cents shall also be paid in Los Angeles to men handling these commodities;

(e) For handling logs, piles and lumber which have been submerged, when loaded from water, ten cents above the basic rates established by this award shall be paid for thirty tons or over in Portland;

(f) The increases in the rates of pay established by this award shall be paid as of July 31, 1934.

*Section 4.* The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's Association, the Pacific Coast District, and the respective employers' associations. The hiring and dispatching of all longshoremen shall be done through one central hiring hall in each of the ports of Seattle, Portland, San Francisco and Los Angeles, with such branch halls as the Labor Relations Committee, provided for in Section 9, shall decide. All expense of the hiring halls shall be borne one-half by the International Longshoremen's Association and one-half by the employers. Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's Association shall pay to the Labor Relations Committee toward the support of the hall a sum equal to the pro-rata share of the expense of the support of the hall paid by each member of the International Longshoremen's Association.

*Section 5.* The personnel for each hiring hall shall be determined and appointed by the Labor Relations Committee for the port, except that the dispatcher shall be selected by the International Longshoremen's Association.

*Section 6.* All longshoremen shall be dispatched without favoritism or discrimination, regardless of union or non-union membership.

*Section 7.* The Labor Relations Committee in Seattle, Portland and Los Angeles, where hiring halls now exist, shall decide within twenty days from the date of this award whether a hiring hall now in use shall be utilized. If in any of said ports no decision is made within such twenty days, a new hall shall be established in such port within thirty days from the date of this award.

*Section 8.* The hiring and dispatching of longshoremen in all the ports covered by this award other than those mentioned in Section 4, and excepting Tacoma, shall be done as provided for the ports mentioned in Section 4; unless the Labor Relations Committee in any of such ports establishes other methods of hiring or dispatching.

*Section 9.* The parties shall immediately establish for each port affected by this award, a Labor Relations Committee to be composed of three representatives designated by the employers' association of that port and three representatives designated by the International Longshoremen's Association. By mutual consent the Labor Relations Committee in each port may change the number of representatives from the International Longshoremen's Association and the employers' association. In the event

that such committee fails to agree on any matter, they may refer such matter for decision to any person or persons mutually acceptable to them, or they shall refer such matter, on request of either party, for decision to an arbitrator, who shall be designated by the Secretary of Labor of the United States or by any person authorized by the Secretary to designate such an arbitrator. Such arbitrator shall be paid by the International Longshoremen's Association and by the employers' association in each port. Nothing in this section shall be construed to prevent the Labor Relations Committee from agreeing upon other means of deciding matters upon which there has been disagreement.

*Section 10.* The duties of the Labor Relations Committee shall be:

- (a) To maintain and operate the hiring hall;
- (b) Within thirty days from the date of this award to prepare a list of the regular longshoremen of the port, and after such thirty days no longshoreman not on such list shall be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work. No one shall be registered as a longshoreman who did not, during a period of three years immediately preceding May 9, 1934, derive his livelihood from the industry during not less than twelve months. Pending the preparation of these lists, no longshoreman who was a member of a gang or who was on any registered list or extra list between January 1, 1934, and May 9, 1934, shall be denied the opportunity of employment in the industry. The Labor Relations Committee, in registering longshoremen, may depart from this particular rule;
- (c) To decide questions regarding rotation of gangs and extra men; revision of existing lists of extra men and of casuals; and the addition of new men to the industry when needed;
- (d) To investigate and adjudicate all grievances and disputes relating to working conditions;
- (e) To decide all grievances relating to discharges. The hearing and investigation of grievances relating to discharges shall be given preference over all other business before the committee. In case of discharge without sufficient cause, the committee may order payment for lost time or reinstatement with or without payment for lost time;
- (f) To decide any other question of mutual concern relating to the industry and not covered by this award.

The Committee shall meet at any time within twenty-four hours, upon a written notice from either party stating the purpose of the meeting.

*Section 11.* The Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Subject to this provision and to the limitations of hours fixed in this award, 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 foregoing provisions gangs and men not assigned to gangs shall be so dispatched as to equalize their earnings 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;

(b) The employees must perform all work as ordered by the employer. Any grievance resulting from the manner in which the work is ordered to be performed shall be dealt with as provided in Section 10;

(c) The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required. If any man feels that he has been unjustly discharged, his grievance shall be dealt with as provided in Section 10;

(d) The employer shall be free, without interference or restraint from the International Longshoremen's Association, to introduce labor saving devices and to institute such methods of discharging and loading cargo as he considers best suited to the conduct of his business, provided such methods of discharging and loading are not inimical to the safety or health of the employees.

(signed) EDWARD J. HANNA, *Chairman*  
EDWARD F. McGRADY

I concur except as to the provisions of Section 3.

O. K. CUSHING

Dated this 12th day of October, 1934.  
At San Francisco, California

A note on the strike of 1936.

The unity between longshoremen and seafarers also led to the formation of the Maritime Federation of the Pacific, composed of a majority of the waterfront and seagoing unions. Alarmed by the workers' growing solidarity, the shipowners in 1936 sought a test of strength over the unions' gains of 1934. For the first time in the history of any American waterfront the struggle was carried out without a single incident of violence or attempt by the employers to use strikebreakers. The result was a large measure of gains for the seamen, gains which the longshoremen had already won in 1934, including a union-controlled hiring hall. Coast unionism was secure and ready to expand.

The success of the new union came from its solidarity and from its complete democracy. Members stood together and sacrificed together, and they controlled every aspect of the union's life. Self-imposed discipline came from membership participation in every decision, with a shared understanding of every issue.

The Pacific Coast District of the ILA, soon to become the ILWU, also led the campaign for industrial unionism, which would unite all the workers in an industry in one strong union. Craft unionism, practiced by most unions in the American Federation of Labor at that time, divided workers in an industry according to the type of work they did. The AFL, once an aid to the union's growth, became an obstacle by opposing the new industrial unionism taking hold in its ranks as the Committee for the Industrial Organization, spearheaded by the United Mine Workers' John L. Lewis.

The traditional AFL leadership finally expelled the CIO unions from the Federation. Pressures mounted on the West Coast longshore workers – and their new affiliates in warehousing – to join the CIO. The organizing successes of the Pacific Coast District thrust the new union into a leadership role in the campaign for industrial unionism.

The leadership of the Pacific Coast District moved slowly, insisting on full discussion up and down the coast and, ultimately, on a secret referendum ballot by the entire membership. By the time the vote was taken in late summer, 1937, the AFL and ILA had started assigning the newly organized warehouse workers to other AFL unions, imposed a dues assessment to finance the fight against the CIO, and reaffirmed conservative AFL positions on social programs – including opposition to federal unemployment insurance, old age pensions, and minimum wage laws. Still the Pacific Coast District tried to resolve their differences without a formal split, and sought an ILA-wide referendum on the issues. But the ILA leadership refused, so the Pacific Coast District held its own referendum. The members voted overwhelmingly to disaffiliate from the ILA – and the ILWU was born.

Almost immediately, the ILWU membership voted to affiliate with the new CIO, whose program of industrial unionism, opposition to discrimination and genuine non-partisan political action on behalf of working people exactly matched their own.

But the vote for disaffiliation was not unanimous, and three Northwest locals remained with the ILA and the AFL for many years. In Tacoma, Washington, for example, longshoremen did not vote to become ILWU Local 23 until 1958, when shrinking work opportunity motivated them to affiliate so they could travel to nearby ILWU ports for additional work. Their 20 years of steadfast independence arose from many factors, including strong traditions of regional independence and close cooperation with many area AFL unions. They had also maintained strong



internal discipline over the years, and had prided themselves on attracting and keeping work in the port by emphasizing productivity on the job. Many union longshoremen therefore felt they could take care of themselves – as they had after the setbacks of 1919 – without deferring to the San Francisco-based leadership of the new union or the CIO. The last Pacific Coast outpost of the ILA, Grainliners' Local 1892 near Longview, Washington, did not vote to join the ILWU's Local 21 until 1981.

Meanwhile, the ILWU's brand of rank-and-file unionism spread under the banner of the CIO, paying off in more gains and greater security for the members of the ILWU and for all American workers. In the decade between 1938 and 1948, the ILWU used its power to help build new CIO unions in processing, manufacturing, service and entertainment industries located far from its waterfront and warehouse bases.

The organizing principles were simple. First, initiate new organization where the local union was willing to participate fully in the campaign. This meant that the local's members and officers took on many of the actual organizing tasks, such as contacting unorganized workers. The International then mobilized financial and staff resources to support the local's effort. Typical organizing target were non-union businesses that competed with unionized enterprises.

The second basic principle of successful ILWU organizing was to consolidate the union's organization throughout an area, amalgamating small locals into coordinated larger locals, as happened, for example, in Hawaii, Alaska, and Northern California. This proved more efficient administratively, and resulted in greater solidarity among the membership – and greater participation by rank-and-file members in organizing.

But the union's achievements were challenged soon after World War II. Flush with wartime profits, the maritime employers resolved to roll back the economic and social gains won by organized labor.

# Agreement Between



Pacific Coast District, Local 38 of the  
International Longshoremen's  
Association

and

Waterfront Employers' of Seattle  
Waterfront Employers of Portland  
Waterfront Employers' Association  
of San Francisco  
Waterfront Employers' Association  
of Southern California

and

Shipowners' Association of the  
Pacific Coast

Dated: February 4, 1937



## AGREEMENT

THIS AGREEMENT by and between PACIFIC COAST DISTRICT, LOCAL 38 of the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, hereinafter designated as the Union, and the Coast Committee for the shipowners on behalf of the WATERFRONT EMPLOYERS OF SEATTLE, WATERFRONT EMPLOYERS OF PORTLAND, WATERFRONT EMPLOYERS ASSOCIATION OF SAN FRANCISCO and WATERFRONT EMPLOYERS' ASSOCIATION OF SOUTHERN CALIFORNIA (formerly Marine Service Bureau of Los Angeles), hereinafter designated as the Employers:

### WITNESSETH:

It is agreed that the Award of the National Longshoremen's Board of October 12, 1934, by and between the parties hereto shall be amended in the respects hereinafter specified: This agreement shall go into effect as of February 5, 1937, and shall remain in effect to and including September 30, 1937, and shall be considered as renewed from year to year thereafter between the respective parties unless either party shall give written notice to the other of its 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 from the date of receipt of such notice. If such notice or notices are not so given the agreement shall be deemed to be renewed for the succeeding year.



Section 1. The provisions of this agreement shall apply to all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock; and the direct transfer of cargo from vessel to railroad car or barge, and vice versa, when such work is performed by employees of the companies parties to this agreement.

It is agreed and understood that if the employers, parties to this agreement shall sub-contract work as defined herein, provision shall be made for the observance of this agreement.

The following occupations shall be included under the scope of this agreement: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack-turners, side runners, front men, jitney drivers, lift jitney drivers, and any other person doing longshore work as defined in this section.

Section 2. Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8 A. M. and 5 P. M. shall be designated as straight time, but there shall be no relief of gangs before 5 P. M. All work in excess of six hours between the hours of 8 A. M. and 5 P. M. and all work during meal time and between 5 P. M. and 8 A. M. on week days and from 5 P. M. on Saturday to 8 A. M. on Monday, and all work on legal holidays, shall be designated as overtime. Meal time shall be any one hour between 11 A. M. and 1 P. M. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all time worked in excess of five hours without a meal hour.

### Section 3.

- (a) The basic rate of pay for longshore work shall not be less than ninety-five cents (95c) per hour for straight time, nor less than one dollar and forty cents (\$1.40) per hour for overtime, provided however, that for work which is now paid higher than the present basic rates, the differentials above the present basic rates shall be added to the basic rates established in this paragraph.
- (b) For those classifications of penalty cargo for which differentials are now paid above the present basic rates, the same differentials above the basic rates established by this agreement shall be maintained and paid; provided that it is agreed in principle that penalty cargoes should be at a uniform rate for the entire Pacific Coast, and that immediately after the execution of this agreement a Joint Committee be appointed for the purpose of working out as quickly as possible such uniform rates for any of the cargoes mentioned in the proposals of the International Longshoremen's Association heretofore submitted as to which penalties are applicable.

Section 4. The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's Association, Pacific Coast District, and the respective employers' associations. The hiring and dispatching of all longshoremen shall be done through one central hiring hall in each of the ports of Seattle, Portland, San Francisco and Los Angeles, with such branch halls as the Labor Relations Committee, provided for in Section 9, shall decide. All expense of the hiring halls shall be borne one-half by the International Longshoremen's Association and one-half by the employers. Each longshoremen registered at any hiring hall who is not a member of the International Longshoremen's Association shall pay to the Labor Relations Committee toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the International Longshoremen's Association.

Section 5. The personnel for each hiring hall shall be determined and appointed by the Labor Relations Committee for the port, except that the dispatcher shall be selected by the International Longshoremen's Association.

Section 6. Preference of employment shall be given to members of Pacific Coast District International Longshoremen's Association whenever available. This section shall not deprive the employers, members of the Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

Section 7.

- (a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistic Day, Thanksgiving Day, General Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.
- (b) Election Day. On election day the work shall be so arranged as to enable the men to vote.

Section 8. The hiring and dispatching of longshoremen in all ports covered by this award other than those mentioned in Section 4, and excepting Tacoma, shall be done as provided for the ports mentioned in Section 4; unless the Labor Relations Committee in any of such ports established other methods of hiring or dispatching.

Section 9. The parties shall immediately establish for each port affected by this agreement, a Labor Relations Committee to be composed of three representatives designated by the Employers' Association of that port and three representatives designated by the International Longshoremen's Association. By mutual consent the Labor Relations Committee in each port may change the number of representatives from the International Longshoremen's Association and the Employers' Association. In the event that such committee fails to agree on any matter, they may refer such matter for decision to any person or persons mutually acceptable to them, or they shall refer such matter, on request of either party, for decision to an arbitrator, who shall be designated by the Secretary of Labor of the United States or by any person authorized by the Secretary to designate such an arbitrator. Such arbitrator shall be paid by the International Longshoremen's Association and by the Employers' Association in each port. Nothing in this section shall be construed to prevent the Labor Relations Committee from agreeing upon other means of deciding matters upon which there has been disagreement.

Section 10. The duties of the Labor Relations Committee shall be:

- (a) To maintain and operate the hiring hall;
- (b) To take charge of the registration list of the regular longshoremen of the port and to make such additional registration of longshoremen as may be necessary; no longshoremen not on such list shall be dispatched from the hiring hall or employed by any employer while there is any men on the registered list qualified, ready and willing to do the work;
- (c) To decide questions regarding rotation of gangs and extra men; revision of existing lists of extra men and of casuals; and the addition of new men to the industry when needed;
- (d) To investigate and adjudicate all grievances and disputes relating to working agreements;
- (e) To decide all grievances relating to discharges. The hearing and investigation of grievances relating to discharges shall be given preference over all other business before the Committee. In case of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time;
- (f) To decide any other question of mutual concern relating to the industry and not covered by this agreement.

The Committee shall meet at any time within twenty-four (24) hours, upon a written notice from either party stating the purpose of the meeting.

Section 11.

- (a) The Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Subject to this provision and to the limitations of hours fixed in this agreement, the employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the foregoing provisions gangs and men not assigned to gangs shall be so dispatched as to equalize their earnings 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.
- (b) The employees shall perform work as ordered by the employer in accordance with the provisions of this agreement. In case a dispute arises, work shall be continued pending the settlement of same in accordance with the provisions of the Agreement and under the conditions that prevailed prior to the time the dispute arose, and the matter shall be adjusted, if possible by the representatives of the International Longshoremen's Association and the Employers, who shall adjust the dispute as quickly as possible; in case they are unable to settle the matter involved within twenty-four (24) hours, then, upon request of either party, the matter shall be referred to the Labor Relations Committee.
- (c) The Employers shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement. If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 10 (b).
- (d) The Employer shall be free, without interference or restraint from the International Longshoremen's

Association to introduce labor saving devices and to institute such methods of discharging and loading cargo as he considers best suited to the conduct of his business, provided such methods of discharging and loading are not inimical to the safety or health of the employees.

- (e) All members of the International Longshoremen's Association shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any International Longshoremen's Association member 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, upon trial and conviction by the International Longshoremen's Association be fined, suspended, or for deliberate repeated offenses be expelled from the Union. Any Employer may file with the Union a complaint against any member of the International Longshoremen's Association and the International Longshoremen's Association shall act thereon and notify the Employer of its decision. Any failure on the part of any local of the International Longshoremen's Association to comply with this provision in good faith may be taken up by the Employers before the Labor Relations Committee under Section 10.
- (f) Rules covering longshore work when shifting ship and dispatching rules shall be adopted by the local Labor Relations Committee.
- (g) The Employers shall provide safe gear and safe working conditions.

For purpose of safeguarding the safety and health of employees, a joint committee representing Pacific Coast District of the International Longshoremen's Association and the various Waterfront Employers' Associations shall negotiate and adopt a safety code for longshore work, the provisions of which shall apply to and become a part of

this agreement. The safety code shall, in addition to all other provisions, cover the subject of:

1. Stretchers on ships and docks to be used in case of accident.
2. Sanitary facilities for water supply.
3. Minimum requirements for space from hatch combing.
4. Sufficient space for clearance of cargo.
5. Minimum clearance between decks.
6. Extension levers.
7. Elimination of work on deck when hatches are not covered.
8. Counter-weights on winch handles.

If it is a question of convenience vs. safety—"Safety First!"

If comfort vs. safety, then again—"Safety First!"

If tonnage vs. safety, then again—"Safety First!"

- (h) It is agreed that immediately upon the execution of this agreement, a Joint Committee consisting of representatives of the International Longshoremen's Association and representatives of the Waterfront Employers' Association shall be appointed for the purpose of investigating, negotiating, and adopting maximum loads for standard commodities.

IN WITNESS WHEREOF, the parties hereto through their representatives duly authorized have executed this agreement on the fourth day of February, 1937, in the City and County of San Francisco, State of California.

On behalf of:

WATERFRONT EMPLOYERS OF SEATTLE,  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS' ASSOCIATION  
OF SAN FRANCISCO  
WATERFRONT EMPLOYERS' ASSOCIATION  
OF SOUTHERN CALIFORNIA

(Signed) T. G. PLANT  
(Signed) T. B. WILSON  
(Signed) HUGH GALLAGHER  
(Signed) W. P. BANNISTER  
(Signed) JOS. A. LUNNY

COAST COMMITTEE FOR THE SHIPOWNERS  
REPRESENTING THE LIST OF COM-  
PANIES ATTACHED HERETO.

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION  
PACIFIC COAST DISTRICT, LOCAL No. 38

(Signed) H. R. BRIDGES, President  
(Signed) MATT MEEHAN, Secretary

(Signed) CON NEGSTAD  
(Signed) HENRY SCHMIDT  
(Signed) LEE G. HOLSON  
(Signed) D. C. MAYS  
(Signed) E. O. KRUMHOLZ  
(Signed) A. WHITHEAD

Executive Board

## A G R E E M E N T

THIS AGREEMENT by and between INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, PACIFIC COAST DISTRICT No. 38 and the SHIPOWNERS ASSOCIATION OF THE PACIFIC COAST,

## W I T N E S S E T H

The 1934 Arbitration Award as amended in the foregoing agreement shall govern longshore work on steam schooners operated by members of the Shipowners Association of the Pacific Coast, provided, however, that members of crews of steam schooners may perform cargo work properly within the scope of their duties, but neither the International Longshoremen's Association nor the Shipowners' Association shall be permitted with reference to the scope or nature of the duties of longshoremen or members of the crews of steam schooners, but any dispute relating thereto, and any other dispute that may arise between the undersigned shall be determined by the Labor Relations Committee created under said agreement, in accordance with the procedure set forth in Section 10 thereof, and any decision of the Joint Labor Relations Committee, or if they cannot agree, of the Arbitrator, shall be final and binding.

The provisions of said agreement do not apply to wages or working conditions of crews on steam schooners during such time as they are working cargo.

When the work in a hatch is not entirely controlled by longshoremen Section 11 (e) shall not apply.

IN WITNESS WHEREOF, the undersigned have executed the foregoing agreement on this 4th day of February, 1937, in the City and County of San Francisco, State of California.

SHIPOWNERS ASSOCIATION OF THE  
PACIFIC COAST

(Signed) R. W. MYERS

(Signed) NAT LEVIN

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION,

PACIFIC COAST DISTRICT, LOCAL No. 38

(Signed) H. R. BRIDGES, President

(Signed) MATT MEEHAN, Secretary

(Signed) CON NEGSTAD

(Signed) HENRY SCHMIDT

(Signed) D. C. MAYS

(Signed) LEE G. HOLSON

(Signed) ED KRUMHOLZ

(Signed) A. WHITHEAD

Executive Board

MEMBERS WATERFRONT EMPLOYERS OF SEATTLE

Ainsworth & Dunn Dock Company

Alaska Steamship Company

Ames Terminal Company

American Foreign SS Corporation

American-Hawaiian SS Company

American Mail Line

Anacortes Stevedoring Company

Arlington Dock Company

Arden Salt Company

Arrow Line

Blue Funnel Line

Blue Star Line, Inc.

B. & H. Stevedoring Corporation

Paul A. Umoff, Agent for Canadian Transport Company

Cargill Incorporated

Coastal Steamship Company

Consolidated Steamship Companies

Deming, Roberg & Williams

Donaldson Line, Ltd.

Dodwell Dock & Whse. Company

East Asiatic Company, Inc.

East Waterway Dock & Whse. Co.

Elliott Bay Service Company

French Line

Fred Olsen Line

Fruit Express Line

Furness (Pacific) Ltd.  
Girdwood Shipping Company  
Grace Line  
Great Northern Ry.  
Griffiths, James & Sons  
Griffiths & Sprague Stevedoring Company  
Hamburg American Line  
Johnson Line of Stockholm  
Jordan Company  
Klaveness Line  
Knutsen Line  
Kerr Steamship Company  
Lauritzen Line, J.  
Libera Line  
Luckenbach Steamship Co., Inc.  
Luckenbach Gulf Steamship Co., Inc.  
Matson Navigation Company  
Matson Terminals, Inc.  
McCormick Steamship Company  
J. J. Moore & Co., Inc.  
Nippon Yusen Kaisha  
North German Lloyd  
Northland Transportation Company  
Northern Stevedores, Inc.  
Norton, Lilly & Company, Agents for—Isthmian Line  
Oceanic & Oriental Navigation Co.  
Olympia Stevedoring Company

Pacific Java Bengal Line  
Pacific Lighterage Corp.  
Puget Sound Stevedoring Company  
Quaker Line  
Reardon Smith Line  
Rothschild Stevedoring Company  
Royal Mail Lines, Ltd.  
Santa Ana Steamship Company  
Seaboard Stevedoring Corporation  
Shepard Steamship Company  
Salmon Terminals, Inc.  
Swayne & Holt, Ltd.  
Transatlantic SS Co., Ltd.  
Washington Stevedoring Company  
Frank Waterhouse & Co. of Canada, Ltd.  
Western Stevedore Company  
Westfal Larson Line  
Yamashita Shipping Company

**MEMBERS WATERFRONT EMPLOYERS OF PORTLAND**

American-Hawaiian Steamship Company

American Mail Line

Balfour Guthrie & Company

Bulk Carriers Corporation

Furness (Pacific) Ltd.

Java-Bengal Line

Kerr Steamship Company

North German Lloyd

Chamberline Steamship Co., Ltd.

Coastwise Line

French Line

Libera Line

Hammond Shipping Co., Ltd.

Lauritzen Line

Fred Olsen Line

Grace Line

Johnson Line

Luckenbach Steamship Company, Inc.

Matson Navigation Company

McCormick Steamship Company

Pacific-Argentine-Brazil Line

Fruit Express Line

North Pacific Coast Line

Schafer Bros. SS Lines

States Steamship Co.

Pacific Atlantic SS Co.

Sudden & Christenson, Inc.

Swayne & Hoyt, Ltd.

Wheeler-Hallock Company

Yamashita Shipping Co.

Brady-Hamilton, Stevedores, Inc.

International Stevedoring Co.

W. J. Jones & Son, Inc.

Oregon Stevedoring Co., Inc.

Portland Stevedoring Co.

Seaboard Stevedoring Corp.

Columbia River Stevedoring Co., Inc.

Independent Stevedore Co.

Longview Stevedore Co.

Stevedore Service Co.



MEMBERS WATERFRONT EMPLOYERS ASSOCIATION  
OF SAN FRANCISCO

American-Hawaiian Steamship Company  
Associated Banning Company  
Arrow Stevedore Company  
California Stevedore & Ballast Company  
Coos Bay Lumber Company  
Dollar Steamship Lines  
Donaldson Line, Ltd.  
French Line  
Furness (Pacific) Ltd.  
General Steamship Corporation  
Grace Line  
Hamburg American Line  
Holland American Line  
Johnson Line  
Kerr Steamship Company  
Luckenbach Steamship Company, Inc.  
Luckenbach Gulf Steamship Company, Inc.  
Marine Terminals Corporation  
Matson Navigation Company  
McCormick Steamship Company  
North German Lloyd  
Pacific Lighterage Corporation  
Pacific Steamship Company  
Panama Mail Steamship Company  
San Francisco Stevedoring Company

Schirmer Stevedoring Company  
Seaboard Stevedoring Corporation  
Sivertsen J. Martin Stevedoring Company  
Swayne & Hoyt, Ltd.  
Transpacific Transportation Co.  
Chamberlin, W. R. & Co.  
El Dorado Oil Works  
Hammond Shipping Co., Ltd.  
The Kingsley Navigation Company

**MEMBERS WATERFRONT EMPLOYERS ASSOCIATION  
OF SOUTHERN CALIFORNIA**

American-Hawaiian Steamship Company  
Barber Line  
Dodwell & Company  
Dollar Steamship Lines, Inc., Ltd.  
Furness (Pacific) Ltd.  
General Steamship Corporation, Ltd. Agents  
Grace & Company, W. R.  
Hammond Lumber Company  
Interocean Steamship Corporatoin  
Luckenbach Steamship Lines, Ltd.  
McCormick Steamship Company  
Marine Agencies  
Marshall, Inc., J. E.  
Matson Navigation Company  
Mexican Mail Steamship Company  
Mitsubishi Shojen Kaisha  
Nippon Yusen Kaisha  
Norton, Lilly & Company  
Soto Shipping Co., Ltd., P. F.  
Sudden & Christenson  
Swayne & Hoyt, Ltd.  
United Fruit Company  
Baxter & Company, J. H.  
Chamberlin SS Co., W. R.  
Consolidated Lumber Company  
Coos Bay Lumber Company

Hanify, J. R.  
Holmes Eureka Lumber Company  
Lawrence-Phillips Lumber Co.  
Olson, Oliver J.  
P. & L. Transportation Co. (Pacific Lumber Co.)  
Paramino Lumber Company  
Ramselius & Company, Capt.  
Reitz Lumber Company, E. L.  
Schafer Brothers Company  
Wood Lumber Co., E. K.  
Associated Banning Company  
Crescent Whf. & Whse. Company  
Marine Terminals Corporation  
Metropolitan Stevedoring Company  
Seaboard Stevedoring Company  
Southwestern Stevedoring Company  
Outer Harbor Dock & Whf. Company

MEMBERS OF THE SHIPOWNERS ASSOCIATION OF  
THE PACIFIC COAST

Anderson & Middleton Lumber Co.  
Baxter & Co., J. H.  
Beadle Steamship Co., Ltd.  
Chamberlin & Co., W. R.  
Coastal Steamship Co.  
Coastwise Steamship & Barge Co.  
Coos Bay Lumber Co.  
Consolidated-Olympic Line  
Dispatch Stevedoring & Cont. Co.  
Donovan Lumber Co.  
Freeman & Co., S. S.  
(Griffiths & Sons, James, Inc.  
(Griffiths Steamship Co.  
Hammond Shipping Co., Ltd.  
Hanify Co., J. R.  
Hart-Wood Lumber Co.  
Higgins, Chas. H.  
Hobbs, Wall & Co.  
Johnson Lumber Co., A. B.  
Kingsley Co. of California  
Kitsap Lumber Co.  
Lawrence-Phillips Steamship Co.  
Matthewson Shipping Co.  
McCormick Steamship Co.  
(Moore Mill & Lumber Co.  
(Moore Steamship Co.  
National Steamship Co.  
Ogden, John C.  
Olson & Co., Oliver J.  
Owens-Parks Lumber Co.  
P. L. Transportation Co.  
Paramino Lumber Co.  
Ramselius, Capt. J.  
Redwood Steamship Co.  
Reitz Steamship Co.  
Schafer Bros. Steamship Lines  
Sudden & Christenson  
Wood Lumber Co., E. K.

This, of course, is a magnified copy of what came to be called "the sling load agreement" by all of the parties concerned. As was the contract of that year and all of the contracts since, it was printed so as to be easily "packed" in a shirt pocket.

# MAXIMUM LOADS for STANDARD COMMODITIES PACIFIC COAST PORTS EFFECTIVE JULY 26, 1937

---

1. On and after July 26, 1937, at 8 o'clock in the morning, the maximum loads hereinafter specified shall be adopted for the commodities hereinafter referred to in all ports coming under the provisions of said agreement of February 4, 1937. After the effective date of this agreement all loads for commodities covered herein handled by longshoremen shall be of such size as the employer shall direct, within the maximum limits hereinafter specified, and no employer after such date shall direct and no longshoremen shall be required to handle loads in excess of those hereinafter stated. The following standard maximum sling loads are hereby adopted:

## (1) CANNED GOODS

24-2½ talls, 6-12s tall and 48-1 talls (including salmon) .....	35 cases to sling load
or	
when loads are built of	
3 tiers of 12 .....	36 cases to sling load
24-1 talls .....	60 cases to sling load
24-2's talls .....	50 cases to sling load
6-10s talls .....	40 cases to sling load
Miscellaneous cans and jars..	Maximum 2100 lbs.

(2) DRIED FRUITS AND RAISINS—  
(GROSS WEIGHT)

22 to 31 lbs.....	72 cases to sling load
32 to 39 lbs.....	60 cases to sling load
40 to 50 lbs.....	40 cases to sling load
24-2 lbs. ....	35 cases to sling load
48-15 oz. ....	40 cases to sling load

(3) FRESH FRUIT—Standard Boxes

Oranges .....Standard,	27 boxes to sling load
Oranges .....Maximum,	28 boxes to sling load
Apples and Pears .....	40 boxes to sling load

(4) MISCELLANEOUS PRODUCTS

Case oil—2 5-gal. cans (Hand hauled to or from ship's tackle) .....	18 cases to sling load
(Power hauled to or from ship's tackle) .....	24 cases to sling load
Cocoanut .....	12 cases to sling load
Tea—standard .....	12 cases to sling load
Tea—small .....	16 cases to sling load
Copper (Large) .....	5 slabs to sling load
Copper (Small) .....	6 slabs to sling load
Copper (Bars) .....	9 bars to sling load
Cotton, under standard conditions .....	3 bales to sling load
Rubber (1 tier on sling) maximum of .....	10 bales to sling load
Gunnies, large .....	2 bales to sling load
Gunnies, medium .....	3 bales to sling load
Gunnies, small .....	4 bales to sling load
Rags, large (Above 700 #) .....	2 bales to sling load
Rags, medium (500 to 700 #) .....	3 bales to sling load
Rags, small (below 500 #) .....	4 bales to sling load
Sisal, large .....	3 bales to sling load
Hemp, ordinary .....	5 bales to sling load
Jute (400 # bales) .....	5 bales to sling load
Pulp, bales weighing 350 # or more .....	6 bales to sling load
Pulp, bales weighing	

349 # or less ..... 8 bales to sling load  
 (Note: With respect to loading where the loads have been built by other than longshoremen, the employers will make arrangements for the application of this rule as soon as possible and in any event within 60 days from the date of this agreement).

Steel drums, containing  
 Asphalt, Oil, etc.,  
 weighing 500 # or less.. 4 to the sling load  
 (When using Chine Hooks)

Steel drums, containing  
 Asphalt, Oil, etc.,  
 weighing 500 # or less  
 on board (capacity of  
 board—1 tier)  
 maximum of ..... 5 drums to sling load

Barrels, wood, heavy,  
 containing wine, lard,  
 etc., maximum of ..... 4 bbls. to sling load  
 (When using Chine Hooks)

Barrels, wood, heavy,  
 containing wine, lard,  
 etc. (capacity of board  
 1 tier) on board—  
 Maximum of ..... 4 bbls. to sling load

Barrels, wood, containing  
 Dry Milk, Sugar, etc... 6 bbls. to sling load  
 (Present port practice or gear in handling drums  
 of asphalt or barrels shall not be changed in  
 order to increase the load).

Newsprint, rolls ..... 2 rolls to sling load  
 Newsprint, rolls ..... 1 when wgt. 1800 # or over

#### (5) SACKS

Flour—140 lbs. .... 15 sacks to sling load  
 Flour— 98 lbs. .... 20 sacks to sling load  
 Flour— 49 lbs. .... 40 sacks to sling load  
 Flour—49 lbs.

(in balloon sling) 50 sacks to sling load  
 Cement ..... 22 sacks to sling load  
 Wheat ..... 15 sacks to sling load  
 Barley ..... 15 sacks to sling load



Coffee—Power haul from  
and to ship's tackle..... 12 sacks to sling load  
Coffee—Hand haul from  
and to ship's tackle..... 8 sacks to sling load  
Other sacks—maximum .....2100 # to sling load

(6) When flat trucks are pulled by hand between ship's tackle and place of rest on dock, load not to exceed 1400 #.

(7) Number of loaded trailers (4 wheelers)—to be hauled by jitney as follows: Within the limits of the ordinary berthing space of the vessel—2 trailers.

Long hauls to bulkhead warehouse 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

(9) This agreement is supplemental to said agreement of February 4, 1937, and is hereby made a part thereof.

The purpose of the parties in negotiating this scale of maximum loads for standard commodities, is to establish a reasonable loading and discharging rate under the working conditions applicable to the operation, including the number of men used. It is agreed that the employers will not use the maximum loads herein set forth as a subterfuge to establish unreasonable speed-ups; nor will the I. L. A. resort to subterfuges to curtail production.

# AGREEMENT

*Between*

District No. 1

*of*

The International Longshoremen's

*and*

Warehousemen's Union

*and*

Waterfront Employers Association

*of the*

Pacific Coast

*On Behalf of:*

Waterfront Employers of Washington

Waterfront Employers of Portland

Waterfront Employers Association  
of San Francisco

Waterfront Employers Association  
of Southern California

EFFECTIVE DECEMBER 20, 1940





## AGREEMENT

THIS AGREEMENT by and between THE INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, DISTRICT NO. 1, hereinafter designated as the Union, and the WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST on behalf of the WATERFRONT EMPLOYERS OF WASHINGTON, WATERFRONT EMPLOYERS OF PORTLAND, WATERFRONT EMPLOYERS ASSOCIATION OF SAN FRANCISCO and WATERFRONT EMPLOYERS ASSOCIATION OF SOUTHERN CALIFORNIA, hereinafter designated as the Employers:

### WITNESSETH:

The award of the National Longshoremen's Board dated October 12, 1934, as amended by agreements of February 4, 1937, July 15, 1938 and October 1, 1938, as interpreted by arbitrators in awards rendered thereunder, is hereby extended and renewed in form so amended as to read in the manner hereafter set forth. Said amended agreement shall become effective on the date hereof, and remain in effect until September 30, 1942, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

SECTION 1. The provisions of this agreement shall apply to all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock, and the direct transfer of cargo from vessel to railroad car or barge, and vice versa, when such work is performed by employees of the companies parties to this agreement.

It is agreed and understood that if the employers, parties to this agreement shall ~~sub-contract~~ work as defined herein, provisions shall be made for the observance of this agreement.

The following occupations shall be included under the scope of this agreement: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack turners, side runners, front men, jitney drivers, lift jitney drivers, and any other person doing longshore work as defined in this section.

SECTION 2. Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8 a. m. and 5 p. m. shall be designated as straight time, but there shall be no relief of gangs before 5 p. m. All work in excess of six hours between the hours of 8 a. m. and 5 p. m. and all work during meal time and between 5 p. m. and 8 a. m. on week days and from 5 p. m. on Saturday to 8 a. m. on Monday, and all work on legal holidays, shall be designated as overtime. Meal time shall be any one hour between 11 a. m. and 1 p. m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all time worked in excess of five hours without a meal hour.

SECTION 3. (a) The basic rate of pay for longshore work shall not be less than one dollar (\$1.00) per hour for straight time, nor less than one dollar and fifty cents (\$1.50) per hour for overtime, provided, however, that for work which is now paid higher than the present basic rate, the differentials above the present basic rates shall be added to the basic rates established in this paragraph. Wage rates specified in this paragraph shall be subject to review at the times and in the manner hereinafter set forth.

(b) In addition to the basic wages for longshore work as provided in Section 3 (a), additional wages to be called penalties shall be paid for the types of cargo, condition of cargoes, or working conditions specified below.

The penalty rates hereinafter set forth shall be the only penalty cargo rates payable and none of such penalty cargo rates shall hereafter be subject to alteration or amendment except by agreement of all of the parties hereto.

Penalty cargo rates shall apply to all members of the longshore gang, including dockmen, except where herein otherwise specified. Where differentials are now paid for skill, penalty cargo rates shall not be pyramided thereon. Where the cargo penalty rate herein is higher than the skilled rate paid to any member of the gang, such member shall receive the cargo penalty rate less the allowance which he is receiving for skill.

Present port practices shall be continued in the payment of penalties to gang bosses, if they are employed.

Where two penalties might apply the higher penalty shall apply and in no case shall more than one penalty be paid.

## PENALTY CARGO RATES

<i>Commodities and Condition of Work</i>	<i>Penalty Rate</i>
For shoveling all commodities except on commodities earning higher rate:	
Straight time, per hour	20c
Overtime, per hour	30c
To Boardmen stowing bulk grain:	
Straight time, per hour	30c
Overtime, per hour	30c
For handling bulk sulphur, soda ash and crude untreated potash:	
Straight time, per hour	45c
Overtime, per hour	45c
Untreated or offensive bones in bulk:	
Straight time, per hour	80c
Overtime, per hour	30c
For handling phosphate rock in bulk:	
Straight time, per hour	30c
Overtime, per hour	30c
When handling the following commodities in lots of 25 tons or more a penalty for both straight and overtime work in addition to the basic rate shall be 10c per hour:	
Straight time, per hour	10c
Overtime, per hour	10c
Alfalfa Meal	
Untreated or offensive bones in sacks	
Caustic Soda in drums	
Celite and decolite in sacks	
Coal in sacks	
Cement:	
(a) All discharging from ships.	
(b) Loading only when in bags with no inner containers, unless the cargo falls within the provision relating to damaged cargo.	
Creosote, when not crated.	
Creosote Wood Products unless boxed or crated.	
Following fertilizers in bags:	
Tankage, animal, fish, fishmeal, guano, blood meal and bone meal.	

<i>Commodities and Condition of Work</i>	<i>Penalty Rate</i>
Glass, broken, in sacks	
Green Hides	
Herring, in boxes and barrels	
Lime, in barrels and loose mesh sacks	
Lumber products loaded out of water, including that part of cribs only which has been submerged.	
Meat Scraps, in sacks	
Nitrates, crude, untreated, in sacks	
Ore, in sacks	
Phosphates, crude, untreated, in sacks	
Plaster, in sacks without inner containers.	
Refrigerated Cargo: Handling and stowing refrigerator space meals, fowl and other similar cargoes to be transported at temperatures of freezing or below in the boxes.	
Sacks: Loading only and to apply to the entire loading operation where table or chutes are used and the men are handling sacks weighing 120 lbs. or over on the basis of one man per sack.	
Salt Blocks in sacks.	
Scrap metal in bulk and bales, excluding rails, plates, drums, car wheels and axles.	
Soda Ash in bags.	
When the following cargoes are leaking or sifting because of damage or faulty containers, a penalty of 10c per hour shall be paid:	
Straight time, per hour	10c
Overtime, per hour	10c
Aniline Dyes	
Fish Oil, whale oil and oriental oils, in drums, barrels or cases	
Lamp Black	
Penalties to Certain Gang Members:	
To winch drivers, hatch tenders, side runners, burton men, donkey drivers, stowing machine drivers and boom men only:	
Handling lumber and logs out of water	
Straight time, per hour	20c
Overtime, per hour	20c

<i>Commodities and Condition of Work</i>	<i>Penalty Rate</i>
<i>To Boom Men only</i>	
Handling creosoted products out of water	
Straight time, per hour . . . . .	30c
Overtime, per hour . . . . .	30c
<i>To Hold Men only:</i>	
All paper and pulp in packages weighing 300 lbs. or over 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.)	
Straight time, per hour . . . . .	10c
Overtime, per hour . . . . .	10c
<i>To Hold Men only:</i>	
Head room: When there is less than 6 ft. of head room—	
(a) Loading cargo in hold on top of bulk grain.	
(b) Covering logs or piling with lumber products.	
Straight time, per hour . . . . .	10c
Overtime, per hour . . . . .	10c
<i>Penalties for Special Conditions of Work:</i>	
Damaged Cargo: Cargo badly damaged by fire, collision, springing a leak or stranding, for that part of cargo only which is in a badly damaged or offensive condition:	
Straight time, per hour . . . . .	60c
Overtime, per hour . . . . .	10c
Cargo damaged from causes other than those enumerated above, shall, if inspection warrants, pay the damaged cargo rate or such other rate as determined by the Port Labor Relations Committee for handling that part of the cargo only which is in a badly damaged or offensive condition. This provision shall apply only to individual consignments which are damaged and shall not empower any committee to add to or detract from the penalty cargo rates herein specified.	
Explosives: When working explosives, as defined by current Western Classification Rules, all men working ship and barge to receive:	
Straight time, per hour . . . . .	50c
Overtime, per hour . . . . .	

<i>Commodities and Condition of Work</i>	<i>Penalty Rate</i>
Fire: When fire is burning or cargo smouldering in a hatch, the gang working the hatch to receive:	
Straight time, per hour . . . . .	\$1.20
Overtime, per hour . . . . .	70c

SECTION 4. The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union, Pacific Coast District Number One, and the respective employers' associations. The hiring and dispatching of all longshoremen shall be done through one central hiring hall in each of the ports of Seattle, Portland, San Francisco and Los Angeles, with such branch halls as the Labor Relations Committee, provided for in Section 9, shall decide. All expense of the hiring halls shall be borne one-half by the International Longshoremen's and Warehousemen's Union and one-half by the employers. Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's and Warehousemen's Union shall pay to the Labor Relations Committee toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the International Longshoremen's and Warehousemen's Union.

SECTION 5. The personnel for each hiring hall shall be determined and appointed by the Labor Relations Committee for the port, except that the dispatcher shall be selected by the International Longshoremen's and Warehousemen's Union.

SECTION 6. Preference of employment shall be given to members of Pacific Coast District International Longshoremen's and Warehousemen's Union whenever available. This section shall not deprive the employers' members of the Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

SECTION 7. (a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, General Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national au-

thority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

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

SECTION 8. The hiring and dispatching of longshoremens in all ports covered by this award other than those mentioned in Section 4, and excepting Tacoma, shall be done as provided for the ports mentioned in Section 4; unless the Labor Relations Committee in any of such ports establishes other methods of hiring or dispatching.

SECTION 9. The parties shall immediately establish and maintain during the existence of this agreement a Coast Labor Relations Committee of six members, three to be designated by the employers and three by the union. There shall also be established and maintained throughout the existence of this agreement a Port Labor Relations Committee for each port affected by this agreement, composed of three representatives designated by the employers' association of the port and three to be designated by the local union. By mutual consent any Labor Relations Committee may change the number of representatives of the respective parties. Any Coast or Port Labor Relations Committee shall meet promptly at the request of either party.

The Coast Labor Relations Committee shall have power and jurisdiction to determine any question involving the interpretation of this agreement and to decide any dispute arising thereunder. The Coast Labor Relations Committee shall have power to set aside any decision or other action of any Port Labor Relations Committee and shall have the power and duty to establish uniform coast working and dispatching rules for any or all of the ports affected hereby and to interpret and apply the same.

The parties shall endeavor to agree upon a Coast Arbitrator; if they cannot so agree, the Secretary of Labor or any person authorized by the Secretary shall, at the request of either party, appoint one Coast Arbitrator. Before making such appointment, the Secretary of Labor shall be requested to confer with the parties. If the Coast Arbitrator shall at any time be unable or refuse or fail to act or shall resign, then at the request of either party the Secretary of Labor shall promptly appoint his successor or substitute.

The parties, or, at the request of either of them, the Coast Arbitrator, shall select Arbitrator's Agents, one for each of the four districts of Puget Sound, Columbia River, Northern California and Southern California. All expenses of the Coast Arbitrator and of the

Arbitrator's Agents and their respective compensations or salaries shall be equally borne by the parties. Each of the Arbitrator's Agents shall at all times function under and in accordance with the decisions and directions of the Coast Arbitrator. Both the Coast Arbitrator and the Arbitrator's Agents shall at all times be available for the performance of their respective functions and duties under the provisions of this agreement.

In the event that any Port Labor Relations Committee shall fail to agree on any question before it, it shall be immediately referred at the request of either party to the Coast Labor Relations Committee for decision. In the event that the Coast Labor Relations Committee fails to agree on any question involving the interpretation of this agreement or any dispute arising hereunder, or upon any other question of mutual concern not covered by this contract and relating to the industry, such question shall, at the request of either party, be referred to the Coast Arbitrator for decision.

The Coast Arbitrator shall have power to hear and determine any complaint of either party concerning alleged violations of the provisions of this agreement and shall have power to finally and conclusively determine the same.

All meetings of the Coast Labor Relations Committee and all arbitration proceedings before the Coast Arbitrator shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing. All decisions of the Coast Arbitrator shall be given in duplicate and shall be in writing signed by the Arbitrator and shall be delivered to the respective parties.

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

The Coast Arbitrator shall have power to delegate to the Arbitrator's Agents the power to hear and determine disputes arising under the contract of a local significance or character, and in such case the action of the Coast Arbitrator in delegating such authority shall be conclusive upon all parties. Arbitration proceedings before any Arbitrator's Agent shall be conducted in the same manner as proceedings before the Coast Arbitrator.

All decisions of the Coast Arbitrator and of the Arbitrator's Agents shall be final and binding upon all parties.

SECTION 10. Subject to the control and direction of the Coast

Labor Relations Committee, the duties of the Port Labor Relations Committee shall be:

- (a) To maintain and operate the hiring hall;
- (b) To have complete control of the registration list of the regular Longshoremen of the Port including the power to make such additional registrations of the longshoremen as may be necessary; no longshoremen not on such a list shall be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work;
- (c) To decide questions regarding rotation of gangs and extra men; revision of existing lists of extra men and of casuals; and the addition of new men to the industry when needed;
- (d) To investigate and adjudicate all grievances and disputes relating to working agreements;
- (e) To decide all grievances relating to discharges. The hearing and investigation of grievances relating to discharges shall be given preference over all other business before the Committee. In case of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time;
- (f) To decide any other question of mutual concern relating to the industry and not covered by this agreement.

SECTION 11. (a) Subject to the control and direction of the Coast Labor Relations Committee, the Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Subject to this provision and to the limitations of hours fixed in this agreement, the employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the foregoing provisions gangs and men not assigned to gangs shall be so dispatched as to equalize their work opportunities as nearly as practicable, having regard to their qualifications for the work they are required to do. The Employers shall be free to select their men within those eligible under the policies jointly determined, and the men likewise shall be free to select their jobs.

SECTION 11.

(b) The longshoremen shall perform work as ordered by the employer in accordance with the provisions of this agreement. If a dispute arises concerning the manner in which work shall be carried on

it shall continue in accordance with the orders of the employer, except in those cases where the longshoremen in good faith believe that to do so is to immediately endanger the health and safety of the men. In all such cases the Arbitrator's Agent for the District shall be immediately summoned and shall forthwith determine the manner in which work shall be performed thereafter pending settlement of the dispute. Any order of the Arbitrator's Agent relative to the manner in which work shall be carried on shall be binding on both parties and shall be immediately complied with.

SECTION 11.

(c) The Employers shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this agreement. If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 10.

SECTION 11.

(d) It is agreed that the employers shall be free so far as they desire to do so to place into immediate use all labor saving devices and labor saving equipment; and the employers shall at all times in the future be free, without interference from the union or its members, to introduce such labor saving devices and to institute such methods of loading and discharging cargo as they consider to be the best conduct of their business, provided such methods of discharging and loading are not inimical to the safety or health of the employees.

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

- (a) That the use of labor saving devices has been materially increased beyond the uses heretofore practiced;
- (b) That such increased use has materially and adversely affected the earnings and employment of Registered Longshoremen on the Pacific Coast;

- (c) That the union and its members have not interfered with and are not interfering with the introduction of labor saving devices by the employers;
- (d) That efficiency in longshore work has been materially improved as a result of such use.

SECTION 11.

(e) All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended or for deliberate repeated offenses expelled from the Union. Any employer may file with the Union a complaint against any member of the Union, and the Union shall act thereon and notify the Labor Relations Committee of its decision within ten (10) days from the date of receipt of the complaint.

After the expiration of ninety (90) days from this date, if the employers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following independent procedure may be followed.

The Port Labor Relations Committee shall have the power and duty to impose penalties on longshoremen who will be found guilty of stoppages of work, refusal to work cargo in accordance with the provisions of this agreement, or shall leave the job before relief is provided, or who shall be found guilty of pilfering or broaching cargo, or be found guilty of drunkenness, or shall in any other manner violate the provisions of this agreement or any award or decision of an arbitrator or arbitrator's agents. If any Port Labor Relations Committee shall fail to agree upon the imposition of a penalty, or the adequacy thereof, the matter shall then go before the Coast Labor Relations Committee, and if it cannot agree, the Coast Arbitrator for decision.

SECTION 11.

(f) Promptly on the execution of this agreement, the Coast Labor Relations Committee shall establish basic Coast standard dispatching and working rules as far as practicable; in the event that the Committee is unable to agree upon any of the matters set forth in this section, the matter shall be referred to the Coast Arbitrator for decision, at the request of either party. All local port dispatching, work-

ing and safety rules in effect at this time shall continue in effect until changed or superseded in accordance with the terms of this agreement.

SECTION 11.

(g) The employers shall provide safe gear and safe working conditions. A safety code for longshore work shall be negotiated by the parties and if they shall not agree, it shall be arbitrated only by mutual consent.

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

- (1) CANNED GOODS—
  - 24-2½ talls, 6-12's tall and 48-1 talls  
(including salmon) ..... 35 cases to sling load
  - or
  - when loads are built of
    - 3 tiers of 12..... 36 cases to sling load
    - 24-1 talls ..... 60 cases to sling load
    - 24-2's talls ..... 50 cases to sling load
    - 6-10's talls ..... 40 cases to sling load
    - Miscellaneous cans and jars..... Maximum 2100 lbs.
- (2) DRIED FRUITS AND RAISINS (Gross Weight)—
  - 22 to 31 lbs..... 72 cases to sling load
  - 32 to 39 lbs..... 60 cases to sling load
  - 40 to 50 lbs..... 40 cases to sling load
  - 24-2 lbs..... 35 cases to sling load
  - 48-16 oz..... 40 cases to sling load
- (3) FRESH FRUIT—Standard Boxes—
  - Oranges—Standard ..... 27 boxes to sling load
  - Oranges—Maximum ..... 28 boxes to sling load
  - Apples and Pears..... 40 boxes to sling load
- (4) MISCELLANEOUS PRODUCTS—
  - Case Oil—2 5-gal. cans (hand hauled to  
or from ship's tackle)..... 18 cases to sling load
  - (Power hauled to or from ship's tackle) 24 cases to sling load
  - Coconut ..... 12 cases to sling load
  - Tea—Standard ..... 12 cases to sling load

Tea—Small .....	16 cases to sling load
Copper (large) .....	5 slabs to sling load
Copper (small) .....	6 slabs to sling load
Copper (bars) .....	9 bars to sling load
Cotton, under standard conditions.....	3 bales to sling load
Rubber (1 tier on sling) maximum of.....	10 bales to sling load
Gunnies, large .....	2 bales to sling load
Gunnies, medium .....	3 bales to sling load
Gunnies, small .....	4 bales to sling load
Rags, large (above 700 lbs.).....	2 bales to sling load
Rags, medium (500 to 700 lbs.).....	3 bales to sling load
Rags, small (below 500 lbs.).....	4 bales to sling load
Sisal, large .....	3 bales to sling load
Hemp, ordinary .....	5 bales to sling load
Jute (400 lb. bales).....	5 bales to sling load
Pulp, bales weighing 350 lbs. or more....	6 bales to sling load
Pulp, bales weighing 349 lbs. or less.....	8 bales to sling load
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less.....	4 to the sling load (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 to sling load
Barrels, wood, heavy, containing wine, lard, etc., maximum of.....	4 bbls. to sling load (When using Chine Hooks)
Barrels, wood, heavy, containing wine, lard, etc. (capacity of board 1 tier) on board—maximum of .....	4 bbls. to sling load
Barrels, wood, containing Dry Milk, Su- gar, etc. ....	6 bbls. to sling load (Present port practice or gear in handling drums of asphalt or barrels shall not be changed in order to increase the load.)
Newsprint, rolls .....	2 rolls to sling load
Newsprint, rolls .....	1 when wgt. 1800 lbs. or over

(5) Sacks—

Flour—140 lbs. ....	15 sacks to sling load
Flour— 98 lbs. ....	20 sacks to sling load
Flour— 49 lbs. ....	40 sacks to sling load
Flour— 49 lbs. (in balloon sling).....	50 sacks to sling load
Cement .....	22 sacks to sling load

Wheat .....	15 sacks to sling load
Barley .....	15 sacks to sling load
Coffee—Power haul from and to ship's tackle .....	12 sacks to sling load
Coffee—Hand haul from and to ship's tackle .....	8 sacks to sling load
Other sacks—maximum .....	2100 lbs to sling load
(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 wheelers)—to be hauled by jitney as follows: Within the limits of the ordinary berthing space of the vessel—2 trailers. Long hauls to bulk head warehouse 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 tall .....	40
24-1 tall .....	60
24-2's tall .....	48
24-2½'s tall .....	40
6-10's tall .....	50
6-12's tall .....	50

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

No Port Labor Relations Committee shall have power to add to or to alter in any respect any of the maximum loads herein provided for.

SECTION 12. Commencing on the date hereof and continuing during the life of this contract, the Coast Labor Relations Committee shall conduct investigations and a survey looking toward the restoration of reasonable efficiency (excluding comparisons prior to January 1, 1935) in the performance of longshore work and reasonable compliance with the provisions of this contract which the union agrees to provide and maintain during the life of this agreement.

On February 1, 1941, a wage review shall be conducted of the basic straight and overtime wage rates specified in Section 3 hereof.

the Employers agreeing that if by that date reasonable rates of production and efficiency (excluding comparisons prior to January 1, 1935) have been restored and reasonable compliance with this contract has been provided by the Union, a wage increase in addition to the basic wage rate set forth in Section 3 amounting to 5c per hour straight time and 10c per hour overtime shall be granted.

Said date of February 1, 1941, for such wage review is conditioned upon the execution of this agreement on or before December 1, 1940, and if the execution thereof shall be delayed at the request of the Union, then the date of such wage review shall be correspondingly deferred.

It is further agreed that if the Employers shall refuse to grant such increase, the matter shall at the request of the Union be referred to the Coast Arbitrator who shall determine in conjunction with the efficiency then prevailing and reasonable compliance then provided, whether such increase shall be granted.

Semi-annually thereafter, the rates of pay and overtime rates prevailing shall, at the request of either party be reviewed, and if the parties cannot agree shall at the request of either party be determined by the Coast Arbitrator, and in all such wage reviews wage levels shall be considered in conjunction with the obligation of the Union to provide reasonable compliance with the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto through their representatives duly authorized have executed this agreement on the 20th day of December, 1940, in the City and County of San Francisco, State of California.

WATERFRONT EMPLOYERS ASSOCIATION OF THE  
PACIFIC COAST

Acting on behalf of:

WATERFRONT EMPLOYERS OF WASHINGTON  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SOUTHERN CALIFORNIA

By (Signed) W. J. BUSH  
(Signed) JOHN CUSHING  
(Signed) HUGH GALLAGHER  
(Signed) JOS. A. LUNNY

(Signed) F. P. FOISIE  
(Signed) J. B. BRYAN  
(Signed) F. C. GREGORY  
(Signed) A. BOYD

INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION DISTRICT No. 1

By (Signed) H. R. BRIDGES  
(Signed) MATT MEEHAN

#### SUPPLEMENTAL AGREEMENT

THIS AGREEMENT MADE BY AND BETWEEN INTERNATIONAL LONGSHOREMEN'S & WAREHOUSEMEN'S UNION DISTRICT 1 and WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST ACTING ON BEHALF OF MEMBERS ENGAGED IN THE STEAM SCHOONER TRADE ON THE PACIFIC COAST:

#### WITNESSETH:

That the award of the National Longshoremen's Board of October 12, 1934, as amended by agreements between the parties thereto and as amended in the foregoing agreement, shall govern longshore work on steam schooners operated by members of the Waterfront Employers Association of the Pacific Coast; provided, however, that members of crew of steam schooners may perform cargo work properly within the scope of their duties, that neither the Union nor the Employers shall be committed with reference to scope or nature of the duties of longshoremen or members of the crews of steam schooners, but any dispute relating thereto shall be determined by the Coast Labor Relations Committee created under such agreement in accordance with the procedure set forth in Section 9 thereof; and any decision of the Coast Labor Relations Committee, or, if the members thereof cannot agree, of the Coast Arbitrator, shall be final and binding. The provisions of said agreement do not apply to wages or working conditions of crews on steam schooner during such time as they are working cargo.

In witness whereof, the parties hereto through their representatives duly authorized have executed this agreement on the 20th day of December, 1940, in the City and County of San Francisco, State of California.



**WATERFRONT EMPLOYERS ASSOCIATION OF THE  
PACIFIC COAST**

By (Signed) F. P. FOISIE, President  
(Signed) A. BOYD, Secretary.

Acting on behalf of:

WATERFRONT EMPLOYERS OF WASHINGTON  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS ASSOCIATION OF  
SOUTHERN CALIFORNIA  
INTERNATIONAL LONGSHOREMEN'S AND WARE-  
HOUSEMEN'S UNION DISTRICT No. 1

By (Signed) H. R. BRIDGES, President  
(Signed) MATT MEEHAN.

THIS AGREEMENT by and between the INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, DISTRICT No. 1, hereinafter designated as the Union, and the WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST on behalf of the WATERFRONT EMPLOYERS OF WASHINGTON, WATERFRONT EMPLOYERS OF PORTLAND, WATERFRONT EMPLOYERS ASSOCIATION OF SAN FRANCISCO and WATERFRONT EMPLOYERS' ASSOCIATION OF SOUTHERN CALIFORNIA, hereinafter designated as the Employers:

**WITNESSETH:**

The parties hereto having made an agreement of even date herewith concerning longshore work at Pacific Coast ports (which agreement is referred to as the "longshore contract") do hereby renew that certain Supplementary Memorandum dated September 30, 1938, a copy of which is attached, for the full term of said longshore contract.

IN WITNESS WHEREOF, the undersigned have executed the foregoing agreement on this 20th day of December, 1940, in the City and County of San Francisco, State of California.

WATERFRONT EMPLOYERS ASSOCIATION OF THE  
PACIFIC COAST

By (Signed) F. P. FOISIE, President  
(Signed) A. BOYD, Secretary

Acting on behalf of:

WATERFRONT EMPLOYERS OF WASHINGTON  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS ASSOCIATION OF  
SOUTHERN CALIFORNIA  
INTERNATIONAL LONGSHOREMEN'S AND WARE-  
HOUSEMEN'S UNION DISTRICT No. 1

By (Signed) H. R. BRIDGES, President  
(Signed) MATT MEEHAN

**SUPPLEMENTARY MEMORANDUM**

THIS AGREEMENT by and between THE INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, DISTRICT No. 1, hereinafter designated as the Union, and the WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST on behalf of the WATERFRONT EMPLOYERS OF SEATTLE, WATERFRONT EMPLOYERS OF PORTLAND, WATERFRONT EMPLOYERS ASSOCIATION OF SAN FRANCISCO and WATERFRONT EMPLOYERS' ASSOCIATION OF SOUTHERN CALIFORNIA, hereinafter designated as the Employers;

**WITNESSETH:**

The I. L. & W. U. agrees not to assert its rights to preference of employment for I. L. & W. U. members in the ports of Tacoma, Anacortes, Port Angeles and Olympia until such time as it is satisfactorily established that a majority of the longshoremen on the registration lists in such ports as of this date are members of the I. L. & W. U.

The I. L. & W. U. shall not be held responsible for disciplining of longshoremen in these ports but reserves the right to intervene in case of any discrimination against any member of the I. L. & W. U. in order to protect his rights under the aforesaid contract. The pro-

visions of this paragraph shall in no way abridge the powers of the Labor Relations Committee in said ports.

This memorandum shall in no way constitute a waiver of the rights of the I. L. & W. U., District No. 1, under the decision of the National Labor Relations Board dated June 21st, 1938, and it is clearly agreed that it is not the intent of the parties in any way to change or modify the collective bargaining unit as defined in above said decision, or in any way to affect the rights of the I. L. & W. U. with respect to representation and collective bargaining; on the contrary, the agreement above referred to covers all the longshore work in all of the areas defined by said decision of the N. L. R. B.

IN WITNESS WHEREOF, the undersigned have executed the foregoing agreement on this 30th day of September, 1938, in the City and County of San Francisco, State of California.

**WATERFRONT EMPLOYERS ASSOCIATION OF THE  
PACIFIC COAST**

By A. E. ROTH, President

Acting on behalf of:

WATERFRONT EMPLOYERS OF SEATTLE  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS ASSOCIATION OF  
SOUTHERN CALIFORNIA  
INTERNATIONAL LONGSHOREMEN'S AND WARE-  
HOUSEMEN'S UNION DISTRICT No. 1

By H. R. BRIDGES, President.

By this memorandum the undersigned agree that they will enter into negotiations looking toward a coastwise agreement relative to work performed by employees of member companies of the Waterfront Employers Association of the Pacific Coast in the indirect movement of cargo. The scope of such agreement shall be included in the negotiations.

If negotiations shall fail, the issues may be arbitrated if the parties consent.

All work covered thereby will be that performed by members of the International Longshoremen's and Warehousemen's Union, and preference of employment for the International Longshoremen's

and Warehousemen's Union will be part of any agreement to be made.

By (Signed) F. P. FOISIE, President.  
(Signed) A. BOYD, Secretary.

**WATERFRONT EMPLOYERS ASSOCIATION OF THE  
PACIFIC COAST**

By (Signed) H. R. BRIDGES, President  
INTERNATIONAL LONGSHOREMEN'S AND WARE-  
HOUSEMEN'S UNION DISTRICT No. 1

(Signed) MATT MEEHAN

Dated: December 20th, 1940.

**WORKING RULES**

1—Six (6) hours shall constitute a day's work.

2—Thirty (30) hours shall constitute a week's work—averaged over a period of four (4) weeks. Limit of work shall be:

44 hours in any one week,  
12 hours in any one day with a two (2) hour  
leeway to finish job or ship.

On completion of a job of six (6) or more consecutive hours in any one period, men shall have a rest period of not less than eight (8) hours before resuming work or being dispatched to another job, provided that other eligible men are available.

3(a)—When men are dispatched from the Hiring Hall, and/or ordered to report to a certain dock at a specified time during straight time hours, their pay is to start after the expiration of two hours if no work is provided, and to continue until dismissed. Not less than two hours' pay will be allowed whether or not work starts or lasts two hours. This section does not apply to car work.

3(b)—When men are ordered to report for work, or are ordered back to work, during overtime hours, they shall be paid from the hour so ordered and at which time they report, and their pay to continue until dismissed. In case there is no work or the work does not last two (2) hours, they shall receive two (2) hours' pay. When men resume, continue or start a new job between the hours of one (1) a. m. and five (5) a. m., they shall receive not less than four (4) hours' pay at the overtime rate.

3(c)—When vessels are to work approximately the full twenty-four hour day, the relief gangs are to start at six (6) p. m., whenever it is practical to do so.

3(d)—In case of a suspension of work for one hour or less, while the vessel is working, during straight time hours, no deduction shall be made for time lost; but men shall receive full pay for the first hour, and half pay thereafter until such time as work is resumed or men dismissed for the day. During overtime hours no deduction shall be made for such loss of time.

3(e)—When hatches are to be covered by the men they shall be allowed ten minutes before quitting time.

#### 4—Holidays:

New Year's Day	Admission Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Armistice Day
Decoration Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Election Day

and any other legal holidays that may be proclaimed by State or National authorities.

#### 5—Meals:

(a)—Meal hours shall be one hour between eleven (11) a. m. and one (1) p. m., and five (5) p. m. and seven (7) p. m., and eleven (11) p. m. and one (1) a. m., and six (6) a. m. and eight (8) a. m. Men may be required to work through a meal hour other than the noon meal hour to finish a job or ship without penalty applying, provided such time worked does not exceed five (5) consecutive hours without a meal. When men are required to work more than five (5) consecutive hours without an opportunity to eat, they shall be paid penalty time of \$1.50 per hour straight time and \$2.25 per hour overtime for all the time worked in excess of five (5) hours without a meal.

(b)—If employees are not allowed a full hour for meals at the designated meal hours, employers agree to pay one hour at one and one-half the straight or overtime rate, as the case may be, for that portion of the meal hour worked.

(c)—When men are required to travel during meal hours, due to shifting of vessel at points other than along the San Francisco Waterfront, and the terminals are not in the immediate vicinity of each other, they shall be allowed one-half an hour straight time over the

meal hour to reach the job, except when transportation is provided, in which event men shall start work on arrival at the job.

(d)—At all points where employers are required to furnish meals and such meals are not furnished the men, the sum of 60c will be allowed for each meal.

#### 6—Traveling Time:

(a)—Employees shall be paid traveling time when ordered to points outside the city and county of San Francisco and to vessels in the stream. On their arrival at the place where ordered their pay to continue during the regular working hours (first six hours worked between eight (8) a. m. and five (5) p. m.) until job is completed, except Oakland and/or Oakland Inner Harbor and Alameda, which shall be covered by rule 6(b); they shall then be furnished with the quickest means of transportation back to San Francisco. Employers to furnish transportation both ways.

(b) When men are ordered to report for work at points in Oakland, Oakland Inner Harbor or Alameda it shall be the option of the employer to furnish transportation or to order men without designating any specific method of transportation. When transportation by bus or launch is furnished by the employer, the men shall receive travel time from the time they leave San Francisco to the time they arrive at the job, with a minimum of one-half (½) hour. When transportation is not furnished by the employer and men report for work at the time and place as ordered, each man shall receive \$1.10 in lieu of all travel and transportation expense (42c of which shall be for transportation).

(c) When men are working in Oakland, Oakland Inner Harbor or Alameda and are ordered to San Francisco to work for the same company the same day travel time, in addition to 6(b) shall be as follows:

(1) When traveling is in conjunction with a meal hour, men shall be allowed forty-five (45) minutes over and above the meal hour to reach the ship and the men shall lose no time.

(2) When traveling is not in conjunction with a meal hour, continuous travel time shall be paid until turned to in San Francisco, except during overtime hours traveling not in conjunction with a meal hour shall be paid at the overtime rate.

(d)—Longshoremen will be allowed one (1) hour traveling time

returning from Richmond, Richmond Inner Harbor, Point Richmond and Redwood City; and one and one-half (1½) hours traveling time returning from Point Orient, or Point San Pablo, and two (2) hours traveling time from all points above San Pablo, only when ordered to report in San Francisco to same company same day.

(e)—The day shall be considered to commence at twelve (12) midnight and to end at midnight.

(f)—All traveling time between eight (8) a. m. and five (5) p. m. shall be counted against the six-hour day if such time is incurred during the six-hour straight time period.

All traveling time shall be included in the 120-hour limit.

All traveling time shall be straight time at the basic rate.

(g)—When employees are ordered to points outside the City and County of San Francisco and to vessels in the stream employers shall pay for transportation both ways.

7(a)—Employers shall furnish men with suitable board and lodging when men are taken from San Francisco to Richmond and points above.

(b)—If men are worked to six (6) p. m. or later at Richmond or points above they shall be provided with a meal or paid meal money.

(c)—When men are taken to Richmond Inner or Outer Harbor, they shall furnish their own midday meal. All other meals at these points shall be furnished by the employer.

8—When employees are transported to work outside the City and County of San Francisco, employees are to remain with job until it is finished or men are discharged. If an employee quits the job before he is dismissed or the job is finished, except in case of sickness or injury, the cost of transportation back to San Francisco shall be deducted from such employee's earnings.

9—Crew may rig ship for handling cargo.

10—The Walking Boss shall not be subject to the working hour limitation of the award.

11—The employees must perform all work as ordered by the employer. Any grievance resulting from the manner in which the work is ordered to be performed shall be dealt with by the Labor Relations Committee.

12—The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as re-

quired. If any man feels that he has been unjustly discharged, his grievance shall be dealt with by the Labor Relations Committee. In case of discharge without sufficient cause, the committee may order payment for lost time, or reinstatement with or without payment for lost time.

13—The employer shall be free, without interference or restraint from the International Longshoremen's and Warehousemen's Union, to introduce labor saving devices and to institute such methods of discharging and loading cargo as he considers best suited to the conduct of his business, provided such methods of discharging and loading are not inimical to the safety or health of the employees.

14—For all purposes of safeguarding the safety and health of employees the provisions of the Pacific Coast Marine Safety Code shall apply.

15—The employers and employees shall each appoint a Labor Relations Committee of three members, which upon complaint lodged by either party with the other, shall immediately investigate the incident or condition complained of, and adjust same, but there shall be no stoppage of work.

Signed,

LABOR RELATIONS COMMITTEE.

### DISPATCHING RULES

#### SAN FRANCISCO LONGSHORE DISPATCHING HALL DISPATCHING AND DISPATCHING HOURS

1. Men shall be ordered so they will be able to be dispatched during regular dispatching hours.
2. Dispatching Hours:  
6:30 a. m. to 8:30 a. m.  
11:00 a. m. to 12:30 p. m.  
4:00 p. m. to 6:00 p. m.  
Hall open from:  
6:00 a. m. until 6:00 p. m. Week Days.  
7:00 a. m. until 9:00 a. m. Sundays and Holidays.
3. All gangs going to work before 8:00 a. m., or ordered to travel before 7:15 a. m., must receive their orders before 3:00 p. m. the preceding day, including Sundays and Holidays.

4. Orders for gangs to turn to at 8:00 a. m. must be in with the dispatcher by 7:00 a. m. When a ship is in port, or its arrival is assured by 8:00 a. m., orders for gangs to turn to at 8:00 a. m. should be received at the Dispatching Hall the preceding evening.
5. Gangs or men to go to work between 8:30 a. m. and noon, must be ordered between 7:00 a. m. and 8:30 a. m.
6. Orders for gangs or men to turn to between 1:00 p. m. and 5:00 p. m. must be in with the dispatcher between 11:00 a. m. and 12:30 p. m.
7. Orders for gangs to turn to at 6:00 p. m., or later, must be in by 3:00 p. m.
8. Gangs and men must be ordered for a specific time and job.

#### ORGANIZATION OF GANGS AND EXTRA MEN'S LISTS

1. The registered men of the port will be divided into gangs and extra men.
2. Gangs will be divided into preferred gangs which will be assigned to companies, and extra gangs which will be available for dispatching to any company as needed.
3. Extra men will be listed according to their special qualifications, such as winch drivers, jitney drivers, etc., to assist in dispatching.
4. Extra gangs and extra men will be dispatched in rotation.
5. The work will be divided as evenly as practicable among all registered men.
6. PREFERRED GANGS:

(a) Each employer will furnish the committee with the number of gangs and the names of gang bosses which he wishes to have permanently assigned to him. This number will be limited to his ability to provide the average work over the four weeks' period. If such gangs prefer to work for the employer instead of working as extra gangs, they will be so assigned and will be available for extra work *only after all extra gangs are working or have received more than the average work of the port at that date.*

(b) Such preferred gangs may consist of any number of men which is most desirable for the regular operations, *but all mem-*

*bers of such gang must be employed while the gang is working.* Members of a gang may be assigned to do other work, *providing that two or more gangs shall not be split to form an extra gang.*

(c) The employer will select his preferred gangs and furnish the committee with the names and permanent numbers of such members. The names of such gang members will not be listed on the extra board.

(d) When an employer no longer wishes to employ a preferred gang, he shall notify the gang boss and the dispatcher and at the end of the job the gang will be returned to the extra gang list.

(e) When a preferred gang wishes to return to the extra gang list, it shall inform the employer and the dispatcher and at the end of the job the gang will be returned to the extra gang list.

(f) If a member of a preferred gang wishes to leave that gang, he will notify his gang boss and the Dispatcher and will be relieved as the job is completed and a replacement can be secured from the list of extra men.

(g) Any temporary replacements in a preferred gang, or any temporary additions thereto, shall be assigned by the Dispatcher from the extra men's list, and upon completion of the job shall be returned to the extra list. If such vacancy is to be of a considerable length of time, due to injury, illness or other causes, the employer may request the Dispatcher to assign an extra man to this vacancy pending the return of the regular member.

#### 7. EXTRA GANGS:

(a) Extra gangs will be formed under the direction of the committee and will consist of a standard number of 16 men:

1 Gang Boss  
 2 Deck Men  
 6 Hold Men  
 6 Dock Men  
 1 Jitney Driver

(b) Extra gangs will be listed upon the rotation board by their number, and shall be dispatched in rotation, excepting that if an extra gang shall have worked substantially more than the average of the extra gang list, the dispatcher may place it at the bottom of the list until such time as work is equalized.

(c) If an employer desires larger than a standard gang, he will so inform the dispatcher and the additional men shall be taken from the list of extra men.

(d) If an employer desires less than a standard extra gang he will order the desired number of men and the Dispatcher will dispatch such men from the extra men's list.

(e) If an extra gang shall refuse a job when called in rotation, it shall be placed at the bottom of the list, unless the gang gives the Dispatcher a valid reason for such refusal.

#### 8. EXTRA MEN:

(a) The extra men shall be placed on lists according to their special qualifications if they so desire:

1. Winchdrivers and Hatchtenders.
2. Jitney Drivers.
3. Hold and Dock Men.
4. Lumbermen.
5. Car Men.

(b) The men on these lists will be dispatched in rotation, excepting that if individuals have received more than the average amount of work of the extra men's list, they may be placed at the bottom of the list until such time as work has been equalized.

(c) If an individual called in turn refuses to accept a job, he shall automatically go to the bottom of the list, unless the man gives the Dispatcher a valid reason for such refusal.

9. In attempting to equalize the work of the port individuals or gangs that refuse work when called will not be entitled to have their hours equalized during that period at the expense of the gangs or individuals who have accepted such jobs.
10. Any employer may retain a "specialty gang" if sufficient "specialty" work can be supplied to enable such gang to work the average hours of the port.

### GENERAL DISPATCHING RULES

1. No gang shall be preferred by more than one company.
2. Upon completion of a job or ship, all gang bosses shall turn in their gang reports to the Dispatcher (printed report cards).

3. Upon the completion of a job or ship, all gangs and/or men shall receive their orders for the next job from the Joint Dispatching Hall.
4. All gangs may call the Hall for orders by telephone if it is practicable to do so.
5. All replacements called to fill temporary vacancies in all gangs must finish the job or ship for which they are called, unless otherwise provided for.
6. When an extra gang is hired it shall not be replaced by any other gang, until the gang has had at least six hours' work.

### RULES FOR REGISTERED LONGSHOREMEN

1. Registered longshoremen are required to report at the Dispatching Hall upon notice from the Labor Relations Committee.
2. First Brass Check (permanent registered number) will be issued free. If lost, a charge of 50c for a duplicate check will be made.
3. Carry Brass Check at all times.
4. Report loss of Brass Check to the Dispatcher *at once*.
5. No interchange of Brass Checks allowed. Any infringement of this rule may mean temporary suspension from the registered list.
6. Men who do not report for work for a period of thirty days will have their names removed temporarily from the dispatching list. Men desiring a leave of absence must leave their *Brass Checks* with the Dispatcher. Men on sick or injured list must report to Dispatcher before they will be replaced on the dispatching list.

Approved by the  
Longshore Labor Relations Committee  
February 18, 1935.

## GENERAL RULES

Adopted by I. L. W. U. Membership

All replacements for men in East Bay must be made through the San Francisco Hiring Hall at all times when Hall is open.

Upon completion of job or ship the gang boss shall turn in his time sheet.

Steward and boss shall immediately notify the union office when an accident occurs, even though no one is hurt.

The boss is in charge of the gang and has the right to fire any man who deliberately violates working rules or the agreement.

All men dispatched to fill vacancies in gangs must finish job or ship unless other provisions are made.

All gang members except two (2) hook-on men may be ordered aboard ship to assist in the shifting of cargo when needed.

Dispatchers will dispatch lumber men same as other plug board men, with time dispatched on time sheet, the first two (2) men dispatched to be designated as dock men.

Various penalties are provided for in the agreement and through agreement in Labor Relations Committee governing conduct of men on the job. Intoxication calls for one (1) week off for first offense and increases with each conviction. For pilfering—first conviction, thirty (30) days off; second conviction, ninety (90) days off; and third conviction, six (6) months off.

When men are required to discharge sacked flaxseed in a hatch where loose seed averages six (6) inches or more in depth on top of cargo being worked a penalty of 10c per hour, straight time and overtime shall be paid.

TABLE OF LONGSHORE HOURLY WAGE RATES WHEN WORKING PENALTY CARGO—PACIFIC COAST

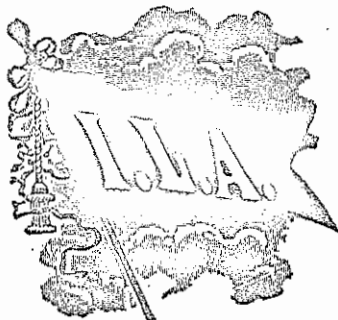
PENALTY Commodities and Conditions of Work	PENALTY RATE				TOTAL WAGE				Working in Excess of 5 Hrs. When this is also any Meal Hr.
	On Straight Time	On Overtime	On Straight Time	On Overtime	Working Through * Noon Meal Hr.	Working Through Other Meal Hr.**	Working in Excess of 5 Hrs. S T	O T	
When working on Cargo which takes no penalty .....			\$1.00	\$1.50	\$1.50	\$2.25	\$1.50	\$2.25	\$2.25
For shovelling all commodities except on Commodities earning higher rate	.20c	.30c	\$1.20	\$1.80	\$1.80	\$2.55	\$1.70	\$2.55	\$2.55
To Boardmen stowing bulk grain...	.30c	.30c	\$1.30	\$1.80	\$1.80	\$2.55	\$1.80	\$2.55	\$2.55
For handling bulk sulphur, soda ash and crude untreated potash.....	.45c	.45c	\$1.45	\$1.95	\$1.95	\$2.70	\$1.95	\$2.70	\$2.70
Untreated or offensive bones in bulk	.50c	.30c	\$1.80	\$1.80	\$1.80	\$2.55	\$2.30	\$2.55	\$2.55
For handling phosphate rock in bulk	.30c	.30c	\$1.30	\$1.80	\$1.80	\$2.55	\$1.80	\$2.55	\$2.55
When handling the following com- modities in lots of 25 tons or more a penalty for both straight and overtime work in addition to the basic rate shall be 10c per hour...	.10c	.10c	\$1.10	\$1.60	\$1.60	\$2.35	\$1.60	\$2.35	\$2.35
Alfalfa Meal .....									
Untreated or offensive bones in sacks .....									
Caustic Soda in drums.....									
Celite and decolite in sacks.....									
Coal in sacks .....									
Cement:									
(a) All discharging from ships									
(b) Loading only when in bags with no inner containers, unless the cargo falls within the provision relating to damaged cargo .....									
Creosote, when not crated.....									
Creosoted Wood Products unless boxed or crated .....									
Following fertilizers in bags:									
Tankage, animal, fish, fish-meal, guano, blood meal and bone meal .....									
Glass, broken, in sacks.....									
Green hides .....									
Herring, in boxes and barrels.....									
Lime, in barrels and loose mesh sacks .....									
Lumber products loaded out of water, including that part of cribs only which has been sub- merged .....									



PENALTY Commodities and Conditions of Work	PENALTY RATE				TOTAL WAGE				Working in Excess of 5 Hrs. When this is also any Meal Hr.
	On Straight Time	On Overtime	On Straight Time	On Overtime	Working Through Noon Meal Hr.	Working Through Other Meal Hr.	Working in Excess of 5 Hrs. S	O T	
Meat scraps, in sacks.....									
Nitrates, crude, untreated, in sacks									
Ore, in sacks.....									
Phosphates, crude, untreated, in sacks.....									
Plaster, in sacks without inner containers.....									
Refrigerated Cargo: Handling and stowing refrigerator space meats, fowl and other similar cargoes to be transported at tempera- tures of freezing or below in the boxes.....									
Sacks: Loading only and to apply to the entire loading operation where table or chutes are used and the men are handling sacks weighing 120 lbs. or over on the basis of one man per sack.....									
Salt Blocks in sacks.....									
Scrap metal in bulk and bales ex- cluding rails, plates, drums, car wheels and axles.....									
Soda Ash in bags.....									
When the following cargoes are leak- ing or sifting because of damage of faulty containers, a penalty of 10c per hour shall be paid.....	.10c	.10c	\$1.10	\$1.60	\$1.60	\$2.35	\$1.60	\$2.35	\$2.35
Aniline Dyes.....									
Fish Oil, whale oil and Oriental oils, in drums, barrels or cases..									
Lamp Black.....									
Penalties to Certain Gang Members To winch drivers, hatch tenders, side- runners, burton men, donkey driv- ers, stowing machine drivers and boom men only.....									
Handling lumber and logs out of water.....	.20c	.20c	\$1.20	\$1.70	\$1.70	\$2.45	\$1.70	\$2.45	\$2.45
To Boom men only.....									
Handling creosoted products out of water.....	.30c	.30c	\$1.30	\$1.80	\$1.80	\$2.55	\$1.80	\$2.55	\$2.55

## ILA Contracts -- Ports of Tacoma, Port Angeles and Anacortes - 19?? to 1942

## WORKING AGREEMENT

International Longshoremen's  
Association

## Pacific Coast District No. 38

and the

Waterfront Employers Association of  
the Pacific Coast, acting on behalf  
of the Waterfront Employers of  
WashingtonPorts of Tacoma, Port Angeles  
and Anacortes

## Agreement

This Agreement by and between the International Longshoremen's Association, Pacific Coast District No. 38, hereinafter designated as the Union, acting on behalf of its Tacoma, Port Angeles and Anacortes Locals, and the Waterfront Employers Association of the Pacific Coast, hereinafter designated as the Employer, acting on behalf of the Waterfront Employers of Washington.

This Agreement shall remain in effect until September 30, 1942, and shall be deemed renewed thereafter year after year unless either party gives notice to the other of its desire to change thirty days prior to expiration.

Responsibility for enforcement of this Agreement is accepted by the respective signatories. Both Employers and Employees believe that this Agreement can be fairly administered and will work to our mutual benefit. It is mutually agreed by the respective parties hereto that it shall be their obligation to discipline their members for infraction of this Agreement.

3

Preference in registration and dispatching shall be given to members of the International Longshoremen's Association when available, and they shall be hired through a Union Dispatcher.

## Definition

Section 1. Longshore work consists of handling cargo in the loading and unloading of vessels to and from place of rest in conjunction with ship's sling.

Sec. 2. Members of ship's crews shall continue to work cargo on steam schooners in accordance with present practices.

## Wages

Section 3. (a) The rate of pay shall be:

## Longshore Work

Straight Time, per hour....\$1.10  
Overtime, per hour .....\$1.65

(b) Wages and hours, straight and overtime, shall be subject to review every six months from date of this contract, or subject to review at any time at the request of the International Longshoremen's Association.

(c) When men are knocked off work ten minutes or more after the

hour, they shall be paid for one-half hour, and when knocked off 40 minutes or more after the hour, they shall be paid one hour.

(d) In addition to the basic wages for Longshore work as provided in Section 3 (a), penalties shall be paid for the types of cargo, condition of cargo and working conditions specified in the attached schedule (A).

## Hours

Section 4. (a) Straight time shall be the first six hours worked between 8 a. m. and 5 p. m. on week days. All other time shall be overtime.

(b) When men are required to work more than five (5) consecutive hours without opportunity to eat, they shall be paid one and one-half times the straight or overtime rate, as the case may be, until there is opportunity to eat.

(c) The meal hour, except in Anacortes and Port Angeles, shall be 60 minutes between:

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

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

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

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

In Anacortes and Port Angeles,

5

4

the meal hour shall be 60 minutes between:

- 6:00 a. m. and 7:00 a. m.
- 12:00 noon and 1:00 p. m.
- 6:00 p. m. and 7:00 p. m.
- 12 midnight and 1 a. m.

Time and one-half the straight or overtime rate, as the case may be, shall be paid for all time worked during any meal period in Anacortes and Port Angeles and the second hour of any meal period elsewhere and the overtime rate shall continue until there is opportunity to eat.

#### Skilled Men

Section 5. The premium for the following on account of skill shall be ten (10c) cents per hour above the prevailing rate:

1. Burton men
2. Boom men
3. Donkey Drivers
4. Double Winch Drivers
5. Lift Truck Drivers
6. Sack Turners
7. Side Runners when used
8. Blade Truckers except aboard ship where they shall receive 20c per hour straight and overtime.

6

9. Mechanical bulk cargo loader.
10. Hatch Boss-Tender shall receive a skill rate of 20c per hour above the prevailing rate.

#### Holidays

Section 6. All work done on the following holidays shall take the overtime rate of pay:

- New Year's Day.
- Lincoln's Birthday.
- Washington's Birthday.
- Memorial Day.
- Independence Day.
- Labor Day.
- Columbus Day.
- Armistice Day.
- General Election Day.
- Thanksgiving Day.
- Christmas Day,

or any other legal holiday that may be proclaimed by State or National authority.

(a) When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

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

#### Settlement of Disputes

Sec. 7. (a) A committee for the district made up of representatives

7

of the Employers and of the Union, with equal voting power of the two parties, shall be appointed for the administration of this agreement and the adjustment of differences which may arise under it.

(b) A similar committee for each port shall determine the local dispatching and working rules and local differences. If the committee cannot agree the dispute shall be referred to the District Committee. In the event a difference cannot be resolved by the District Committee, an impartial chairman shall be called in who shall be named by the Division of Conciliation of the Department of Labor.

(c) If a dispute arises on the job as to how the work is to be performed, the work shall continue according to the instruction of the foreman, and a representative of the Union and of the Employers Association shall meet promptly to settle the dispute. If they fail, it shall be referred to the Committee of the Port, and if necessary, to the District Committee. If the dispute still continues, it then shall be referred to the impartial chairman.

#### Director of Work

Section 8. (a) The Employer has

8

the authority to order, assign, shift and release men, and direct the method of carrying on the work, subject to this Agreement and the working and dispatching rules.

(b) The Employer shall be free without any interference or restraint from the International Longshoremen's Association, to introduce labor saving devices and to institute such methods of discharging or loading cargo as he considers best suited to the conduct of his business: Provided such methods of discharging or loading are not inimical to the safety or health of the employees.

(c) The Employer shall have the right to discharge any man for incompetence, intoxication, insubordination or failure to perform the work as required. If any man feels that he has been unjustly discharged, his grievance shall be dealt with by the local Port Committee. In case of discharge without sufficient cause, the Port Committee may order payment of lost time.

(d) There shall be no stoppage of work other than by reason of unsafe working conditions.

(e) The Employers shall build their loads of such size and in such

9

way as will provide safe and reasonable working conditions subject to review by the Port Committee on complaint of the Union.

(f) There shall be no smoking on the job for either men or management except in places provided.

#### Working Rules

Sec. 9. The working rules attached as Schedule B shall remain in effect during the existence of this Agreement unless altered by agreement in writing of the parties. Local Port Committee may adopt supplemental local port rules which shall not conflict with and shall conform to the provisions of this agreement and the schedules attached.

In Witness the parties have executed this Agreement on this 3rd day of March, 1942.

International  
Longshoremen's Association,  
By T. A. Thronson, Secy.-Treas.

Waterfront Employes Association  
of the Pacific Coast and Water-  
front Employes of Washington  
By K. F. Middleton, President  
M. G. Ringenberg, Vice President

10

#### SCHEDULE A

#### PENALTY CARGO RATES

#### Commodities and Conditions of Work

For shoveling commodities except on commodities earning a higher rate

	Penalty Rate
S. T. per hour .....	20c
O. T. per hour .....	30c

#### To Boardmen stowing bulk grain

S. T. per hour .....	30c
O. T. per hour .....	30c

#### For handling Soda Ash and Crude untreated Potash

S. T. per hour .....	45c
O. T. per hour .....	45c

#### For Handling Phosphate Rock in Bulk

S. T. per hour .....	30c
O. T. per hour .....	30c

When handling the following commodities in lots of 25 tons or more a penalty for both straight and overtime work in addition to the basic rate shall be 10c per hour:

S. T. per hour .....	10c
O. T. per hour .....	10c

11

Alfalfa Meal  
Caustic Soda  
Coal in Sacks  
Coke in Sacks  
Cement in Sacks  
Creosote, when not crated  
Creosoted wood products unless boxed or crated.

The following fertilizers in bags:  
Tankage, Animal, Fish, Fishmeal,  
Guano, Blood Meal and Bone Meal.  
Glass broken in sacks  
Green hides  
Lamp and Carbon Black in sacks  
Lime

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

Nitrates, crude, untreated in sacks.  
Ore in sacks  
Phosphates  
Soda Ash in bags  
Wood Flour

Fish Oil, Whale Oil and Oriental Oils in drums, barrels and cases.  
Scrap Metal in bulk and bales, excluding Rails, Plates, Drums, Car Wheels and Axles.

#### Refrigerated Cargo

Handling and stowing refrigerator space: Meats, fowl and other similar cargoes to be transported at

12

temperatures of freezing or below in the boxes.

#### Sacks

Loading only to apply to all sacks weighing 120 pounds or over.

#### Penalties to Certain Gang Members

Double Winch Drivers, Hatch Tenders, Side Runners, Burton Men, Donkey Drivers, Stowing Machine Drivers and Boom Men only.

#### Handling Lumber and Logs out of Water

	Penalty Rate
S. T. per hour .....	20c
O. T. per hour .....	20c

#### To Boom Men only

Handling Creosoted Products out of water:

S. T. per hour .....	30c
O. T. per hour .....	30c

#### To Hold Men only

All paper and pulp in packages weighing 300 pounds or over per package, only when winging up, and when stowing in fore peaks, other than regular cargo spaces. (This does not apply to rolls.)

S. T. per hour .....	10c
O. T. per hour .....	10c

13

**To Hold Men only**

Head Room: Where there is less than 6 feet of head room.

(A) Loading cargo in hold on top of bulk grain.

(B) Covering logs or piling with lumber products:

	Penalty Rate
S. S. per hour .....	10c
O. T. per hour .....	10c

**Damaged Cargo**

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

S. T. per hour .....	55c
O. T. per hour .....	55c

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

14

**Explosives**

When working explosives as defined by current Western Classification Rules, all men working ship or barge to receive:

	Penalty Rate
S. T. per hour .....	55c
O. T. per hour .....	55c

All men or gangs working on a ship, or whose men on the dock working in connection with the ship, while discharging or loading explosives shall receive the explosive rate of pay.

All men in gangs working Quir-alveca (ore) in sacks:

S. T. per hour .....	20c
O. T. per hour .....	20c

**For Handling Bulk Sulphur**

S. T. per hour .....	55c
O. T. per hour .....	55c

**SCHEDULE B****WORKING RULES****Standby Time**

When men are working on a job and such work is suspended and men are not released, time continues at the following rate of pay:

(a) There will be no reduction for

15

the first hour or less on straight time.

(b) For all time in excess of the first hour the rate of pay is one-half the straight time rate. There shall be no suspended time or standby time during overtime hours.

**Minimum Time**

(a) A minimum of two (2) hours pay will be given for reporting for work where no work is provided; or for any work done in any one day, except if a man is discharged for cause or quits, only actual time worked will be allowed.

(b) When men are ordered back after a meal hour they will be paid for actual time worked, with a minimum of one hour except where men have worked less than two (2) hours before a meal hour and are ordered back after the meal hour they shall receive not less than two (2) hours pay after the meal hour.

(c) When men resume or continue or start any job between 1:00 a. m. and 5:00 a. m. they will receive not less than four (4) hours pay at the regular overtime rate. There will be no deduction for time between 1:00 a. m. and 5:00 a. m.

(d) When men or gangs are or-

16

dered to work at 12:00 midnight they shall be paid not less than five (5) hours at the overtime rate.

**Ordering Back**

(a) Men who have worked as late as 3:00 p.m., may be ordered back to work up to 8:00 a.m. on the following day, but shall not be ordered back that same evening if work has been interrupted, unless relief gangs are not available.

(b) When men have finished work for the day and are ordered back for the following day it must be for a definite hour. Order to be given when the men knock off.

(c) The employer has the right to order back after a meal hour only such men, gang or gangs, as in his judgment may be needed and the men or gangs ordered back shall work in more than one hatch if required.

**Shifting Ship**

One hour during straight time shall be allowed for shifting ship without payment. There shall be no deduction during overtime hours. But at Port Angeles there shall be no deduction at any time.

17

### Travel Time

When ships are loading in the stream time is to start at the time of leaving the dock and shall continue until the men return to the dock.

Travel time shall be paid in Tacoma where men are required to travel to Dupont Docks and such travel time shall be straight time between 7:00 a. m. and 6:00 p. m. on all days except Sunday and holidays.

All other hours including Sundays and holidays shall be at overtime rate.

When men are required to leave their home port on orders of the employers they shall receive transportation and a minimum of eight (8) hours work.

### DISPATCHING RULES

#### Port of Tacoma

##### Registration

The addition of new men to the Port registration list shall be by selection of the Union, subject to ratification by the employers. There shall be enough men registered to meet the normal needs of the Port.

18

### Hiring Hall

The Union shall manage and maintain the hiring hall.

The hiring hall shall be open from 6:30 a. m. to 5:00 p. m. on week days. On Sundays and holidays the hall shall be open from 7:00 a. m. to 12:00 noon for the dispatching of extra men and to secure orders for gangs or men required for the first straight time day.

#### Hiring Hours

7:20 a. m.	12:00 Noon
11:00 a. m.	5:00 p. m.

Men selected at 7:20 a. m. must be put to work by 11:00 a. m.

Men selected at 11:00 a. m. must be put to work by 12:00 Noon.

Men selected at 12:00 Noon must be put to work by 5:00 p. m.

Men selected at 5:00 p.m. must be put to work not later than 7:20 a.m. the next straight time day. No man or gangs shall start between 5:00 a.m. or 6 a.m.

At 7:20 a. m. and 12:00 Noon hiring periods, the employer has one

19

hour to designate a definite working time.

If men are not ordered to work within the limits herein mentioned, they are to be paid one hour's time, straight or over as the case may be.

Employers desiring to commence work before 8:00 a. m. shall select men the night before, provided men are available.

Extra or fill-in men may be dispatched at any time.

Employers, whenever possible, shall give orders for gangs two hours before picking time, however, orders for gangs or men will be received until 3:30 p. m. for the 5:00 p.m. picking; or 7:20 a.m. picking on the following day.

#### Organized Gangs

The Union shall be responsible for the selections of competent hatch-tenders, subject to removal by the Port Committee.

The hatch-tender shall select, and be in full charge of his gang at all times, and shall be responsible for the safe and efficient conduct of his gang under the direction of the foreman.

20

When less than the standard 10-men gang is wanted, men shall be taken from the field list.

Due to lack of work opportunity, preferred gangs are abolished. The employers reserve the right to re-open the issue when conditions warrant.

#### Permanent Men

Permanent warehousemen may be employed as needed.

#### Definition of Scow Work

Cargo handled to or from scow, not in connection with ship's slings shall be handled at the warehouse or dock rate, when such cargo has been, or is to be again handled to or from a ship by the longshoremen of this Port. Where such cargo has not received, or will not receive, a second handling by Tacoma longshoremen, the scow work shall be done at the regular longshore rates.

#### Distribution of Men and Work

There shall be equal work opportunity. In case of shortage, men or gangs will be allocated in accordance with the needs of the Port.

21

# AGREEMENT \*

*Between*

District No. 1  
of the International Longshoremen's and  
Warehousemen's Union

*and*

Waterfront Employers Association

*of the*

Pacific Coast

*On Behalf of:*

Waterfront Employers of Washington

Waterfront Employers of Portland

Waterfront Employers Association

of San Francisco

Waterfront Employers Association

of Southern California

EFFECTIVE DECEMBER 20, 1940

As amended by Agreement of

February 20, 1941

and Arbitration Award of

January 31, 1942

APRIL · 1944

Published by  
LONGSHORE LABOR RELATIONS COMMITTEE



## AGREEMENT

THIS AGREEMENT by and between THE INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, DISTRICT No. 1, hereinafter designated as the Union, and the WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST on behalf of the WATERFRONT EMPLOYERS OF WASHINGTON, WATERFRONT EMPLOYERS OF PORTLAND, WATERFRONT EMPLOYERS ASSOCIATION OF SAN FRANCISCO and WATERFRONT EMPLOYERS ASSOCIATION OF SOUTHERN CALIFORNIA, hereinafter designated as the Employers:

### WITNESSETH:

The award of the National Longshoremen's Board dated October 12, 1934, as amended by agreements of February 4, 1937, July 15, 1938, and October 1, 1938, as interpreted by arbitrators in awards rendered thereunder, is hereby extended and renewed in form so amended as to read in the manner hereafter set forth. Said amended agreement shall become effective on the date hereof, and remain in effect until September 30, 1942, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

SECTION 1. The provisions of this agreement shall apply to all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock, and the direct transfer of cargo from vessel to railroad car or barge, and vice versa, when such work is performed by employees of the companies parties to this agreement.

It is agreed and understood that if the employers, parties to this agreement shall sub-contract work as defined herein, provisions shall be made for the observance of this agreement.

The following occupations shall be included under the scope of this agreement: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack turners, side runners, front men, jitney drivers, lift jitney drivers, and any other person doing longshore work as defined in this section.

2

\* With the German invasion of the Soviet Union on June 22, 1941, Bridges called on the West Coast longshoreman to be even more "disciplined" in the performance of their work. And he also advised against "unduly militant" job disputes, especially when such could occasion a stoppage of work. With U. S. entry into the war in early December of that year, such would also be constantly urged by the U. S. government and all of the nation's employers and unions as "a patriotic duty". Since, however, it had long been alleged that Bridges was a member of the nation's Communist Party, such from him had quickly been dubbed by some as "The Bridges Plan", they viewing it as solely intended by him and "his party" as a way to help save the Soviet Union. Thus, for example, and in a pamphlet it so entitled in the fall of 1941, the "Socialist Workers' Party" (or "Trotskyites") also said that he was also giving up the on-the-job conditions which the dockers had fought so hard to secure. On the other hand, and this is partly why it is being set out here - neither that, nor an upsurge of patriotism or any move toward a contract enforcement restraint is evident in the contract of 1944. And in this regard, it should also be noted that late in the war a Berkeley UC student wrote a paper on the San Francisco dockers' wartime work stoppages and, as it so happened, there were quite a few. But as for the details on that, the paper in question is somewhere in the boxes of union-related materials I passed on to the union a number of years ago. It may also be noted, however, that during the war "the mantle of militancy" largely fell -- at least, that is, in Local 10 and "by all report" from the old-timers - to the Catholics of the membership. And, again, by such report, during those

SECTION 2. Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8 a.m. and 5 p.m. shall be designated as straight time, but there shall be no relief of gangs before 5 p.m. All work in excess of six hours between the hours of 8 a.m. and 5 p.m. and all work during meal time and between 5 p.m. and 8 a.m. on week days and from 5 p.m. on Saturday to 8 a.m. on Monday, and all work on legal holidays, shall be designated as overtime. Meal time shall be any one hour between 11 a.m. and 1 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all time worked in excess of five hours without a meal hour.

SECTION 3. (a) The basic rate of pay for longshore work shall not be less than one dollar and ten cents (\$1.10) per hour for straight time, nor less than one dollar and sixty-five cents (\$1.65) per hour for overtime, provided, however, that for work which is now paid higher than the present basic rate, the differentials above the present basic rates shall be added to the basic rates established in this paragraph. Wage rates specified in this paragraph shall be subject to review at the times and in the manner hereinafter set forth.

(b) In addition to the basic wages for longshore work as provided in Section 3 (a), additional wages to be called penalties shall be paid for the types of cargo, condition of cargoes, or working conditions specified below.

The penalty rates hereinafter set forth shall be the only penalty cargo rates payable and none of such penalty cargo rates shall hereafter be subject to alteration or amendment except by agreement of all of the parties hereto.

Penalty cargo rates shall apply to all members of the longshore gang, including dockmen, except where herein otherwise specified. Where differentials are now paid for skill, penalty cargo rates shall not be pyramided thereon. Where the cargo penalty rate herein is higher than the skilled rate paid to any member of the gang, such member shall receive the cargo penalty rate less the allowance which he is receiving for skill.

Present port practices shall be continued in the payment of penalties to gang bosses, if they are employed.

Where two penalties might apply the higher penalty shall apply and in no case shall more than one penalty be paid.

**PENALTY CARGO RATES**

<i>Commodities and Conditions of Work</i>	<i>Penalty Rate</i>
For shovelling all commodities except on commodities earning higher rate:	
Straight time, per hour . . . . .	20c
Overtime, per hour . . . . .	30c
To Boardmen stowing bulk grain:	
Straight time, per hour . . . . .	30c
Overtime, per hour . . . . .	30c
For handling bulk sulphur, soda ash and crude untreated potash:	
Straight time, per hour . . . . .	45c
Overtime, per hour . . . . .	45c
Untreated or offensive bones in bulk:	
Straight time, per hour . . . . .	80c
Overtime, per hour . . . . .	25c
For handling phosphate rock in bulk:	
Straight time, per hour . . . . .	30c
Overtime, per hour . . . . .	30c
When handling the following commodities in lots of 25 tons or more a penalty for both straight and overtime work in addition to the basic rate shall be 10c per hour:	
Straight time, per hour . . . . .	10c
Overtime, per hour . . . . .	10c
Alfalfa Meal	
Untreated or offensive bones in sacks	
Caustic Soda in drums	
Celite and decolite in sacks	
Coal in sacks	
Cement:	
(a) All discharging from ships.	
(b) Loading only when in bags with no inner containers, unless the cargo falls within the provision relating to damaged cargo.	
Creosote, when not crated.	
Creosote Wood Products unless boxed or crated.	

years and even more so in the 50's a national organization of Catholic trade unionists was evidently "very influential" in those ranks of the local. And the old timers also largely so explained these two circumstances: (1) the local's election late in the war of a Catholic as its president and (2) that docker being also so elected into the mid-sixties. But they also stressed that he had always worked in the hold at night, was universally viewed as a very good and union - minded worker, and as an elected Local 10 member of the Longshore Division's governing "Caucus", had recommended a "yes" on the first "M & M" contract and a "no" on the second.



<i>Commodities and Conditions of Work</i>	<i>Penalty Rate</i>
Following fertilizers in bags: Tankage, animal, fish, fishmeal, guano, blood meal and bone meal.	
Glass, broken, in sacks	
Green Hides	
Herring, in boxes and barrels	
Lime, in barrels and loose mesh sacks	
Lumber products loaded out of water, including that part of cribs only which has been submerged.	
Meat Scraps, in sacks	
Nitrates, crude, untreated, in sacks	
Ore, in sacks	
Phosphates, crude, untreated, in sacks	
Plaster, in sacks without inner containers.	
Refrigerated Cargo: Handling and stowing refrigerator space meats, fowl and other similar cargoes to be transported at temperatures of freezing or below in the boxes.	
Sacks: Loading only and to apply to the entire loading opera- tion where table or chutes are used and the men are handling sacks weighing 120 lbs. or over on the basis of one man per sack.	
Salt Blocks in sacks.	
Scrap metal in bulk and bales, excluding rails, plates, drums, car wheels and axles.	
Soda Ash in bags.	
When the following cargoes are leaking or sifting because of damage or faulty containers, a penalty of 10c per hour shall be paid:	
Straight time, per hour . . . . .	10c
Overtime, per hour . . . . .	10c
Aniline Dyes	
Fish Oil, whale oil and oriental oils, in drums, barrels or cases	
Lamp Black	
Penalties to Certain Gang Members:	
To winch drivers, hatch tenders, side runners, burton men donkey drivers, stowing machine drivers and boom men only:	

<i>Commodities and Conditions of Work</i>	<i>Penalty Rate</i>
Handling lumber and logs out of water	
Straight time, per hour . . . . .	20c
Overtime, per hour . . . . .	20c
Handling creosoted products out of water	
Boom men:	
Straight time, per hour . . . . .	30c
Overtime, per hour . . . . .	30c
Hold Men:	
Straight time, per hour . . . . .	20c
Overtime, per hour . . . . .	20c
To Hold Men only:	
All paper and pulp in packages weighing 300 lbs. or over per package, only when winging up, and when stowing in fore peaks, after peaks and special compartments other than regular cargo spaces. (This does not apply to rolls.)	
Straight time, per hour . . . . .	10c
Overtime, per hour . . . . .	10c
To Hold Men only:	
Head room: When there is less than 6 ft. of head room—	
(a) Loading cargo in hold on top of bulk grain.	
(b) Covering logs or piling with lumber products.	
Straight time, per hour . . . . .	10c
Overtime, per hour . . . . .	10c
Penalties for Special Conditions of Work:	
Damaged Cargo: Cargo badly damaged by fire, collision, springing a leak or stranding, for that part of cargo only which is in a badly damaged or offensive condition:	
Straight time, per hour . . . . .	55c
Overtime, per hour . . . . .	00c
Cargo damaged from causes other than those enumerated above, shall, if inspection warrants, pay the damaged cargo rate or such other rate as determined by the Port Labor Relations Committee for handling that part of the cargo only which is in a badly damaged or offensive con- dition. This provision shall apply only to individual consignments which are damaged and shall not empower	

*Commodities and Conditions of Work* *Penalty Rate*

any committee to add to or detract from the penalty cargo rates herein specified.

Explosives: When working explosives, as defined by current Western Classification Rules, all men working ship and barge to receive:

Straight time, per hour . . . . .	55c
Overtime, per hour . . . . .	00c

Fire: When fire is burning or cargo smouldering in a hatch, the gang working the hatch to receive:

Straight time, per hour . . . . .	\$1.20
Overtime, per hour . . . . .	65c

SECTION 4. The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union, Pacific Coast District Number One, and the respective employers' associations. The hiring and dispatching of all longshoremen shall be done through one central hiring hall in each of the ports of Seattle, Portland, San Francisco and Los Angeles, with such branch halls as the Labor Relations Committee, provided for in Section 9, shall decide. All expense of the hiring halls shall be borne one-half by the International Longshoremen's and Warehousemen's Union and one-half by the employers. Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's and Warehousemen's Union shall pay to the Labor Relations Committee toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the International Longshoremen's and Warehousemen's Union.

SECTION 5. The personnel for each hiring hall shall be determined and appointed by the Labor Relations Committee for the port, except that the dispatcher shall be selected by the International Longshoremen's and Warehousemen's Union.

SECTION 6. Preference of employment shall be given to members of the Pacific Coast District International Longshoremen's and Warehousemen's Union whenever available. This section shall not deprive the employers' members of the Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor)

in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

SECTION 7. (a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, General Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

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

SECTION 8. The hiring and dispatching of longshoremen in all ports covered by this award other than those mentioned in Section 4, and excepting Tacoma, shall be done as provided for the ports mentioned in Section 4; unless the Labor Relations Committee in any of such ports establishes other methods of hiring or dispatching.

SECTION 9. The parties shall immediately establish and maintain during the existence of this agreement a Coast Labor Relations Committee of six members, three to be designated by the employers and three by the union. There shall also be established and maintained throughout the existence of this agreement a Port Labor Relations Committee for each port affected by this agreement, composed of three representatives designated by the employers' association of the port and three to be designated by the local union. By mutual consent any Labor Relations Committee may change the number of representatives of the respective parties. Any Coast or Port Labor Relations Committee shall meet promptly at the request of either party.

The Coast Labor Relations Committee shall have power and jurisdiction to determine any question involving the interpretation of this agreement and to decide any dispute arising thereunder. The Coast Labor Relations Committee shall have power to set aside any decision or other action of any Port Labor Relations Committee and shall have the power and duty to establish uniform coast working and dispatching rules for any or all of the ports affected hereby and to interpret and apply the same.

The parties shall endeavor to agree upon a Coast Arbitrator; if they cannot so agree, the Secretary of Labor or any person author-

ized by the Secretary shall, at the request of either party, appoint one Coast Arbitrator. Before making such appointment, the Secretary of Labor shall be requested to confer with the parties. If the Coast Arbitrator shall at any time be unable or refuse or fail to act or shall resign, then at the request of either party the Secretary of Labor shall promptly appoint his successor or substitute.

The parties, or, at the request of either of them; the Coast Arbitrator, shall select Arbitrator's Agents, one for each of the four districts of Puget Sound, Columbia River, Northern California and Southern California. All expenses of the Coast Arbitrator and of the Arbitrator's Agents and their respective compensations or salaries shall be equally borne by the parties. Each of the Arbitrator's Agents shall at all times function under and in accordance with the decisions and directions of the Coast Arbitrator. Both the Coast Arbitrator and the Arbitrator's Agents shall at all times be available for the performance of their respective functions and duties under the provisions of this agreement.

In the event that any Port Labor Relations Committee shall fail to agree on any question before it, it shall be immediately referred at the request of either party to the Coast Labor Relations Committee for decision. In the event that the Coast Labor Relations Committee fails to agree on any question involving the interpretation of this agreement or any dispute arising hereunder, or upon any other question of mutual concern not covered by this contract and relating to the industry, such question shall, at the request of either party, be referred to the Coast Arbitrator for decision.

The Coast Arbitrator shall have power to hear and determine any complaint of either party concerning alleged violations of the provisions of this agreement and shall have power to finally and conclusively determine the same.

All meetings of the Coast Labor Relations Committee and all arbitration proceedings before the Coast Arbitrator shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing. All decisions of the Coast Arbitrator shall be given in duplicate and shall be in writing signed by the Arbitrator and shall be delivered to the respective parties.

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

The Coast Arbitrator shall have power to delegate to the Arbitrator's Agents the power to hear and determine disputes arising under

the contract of a local significance or character, and in such case the action of the Coast Arbitrator in delegating such authority shall be conclusive upon all parties. Arbitration proceedings before any Arbitrator's Agent shall be conducted in the same manner as proceedings before the Coast Arbitrator.

All decisions of the Coast Arbitrator and of the Arbitrator's Agents shall be final and binding upon all parties.

SECTION 10. Subject to the control and direction of the Coast Labor Relations Committee, the duties of the Port Labor Relations Committee shall be:

- (a) To maintain and operate the hiring hall;
- (b) To have complete control of the registration list of the regular Longshoremen of the Port including the power to make such additional registrations of the longshoremen as may be necessary; no longshoremen not on such a list shall be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work;
- (c) To decide questions regarding rotation of gangs and extra men; revision of existing lists of extra men and of casuals; and the addition of new men to the industry when needed;
- (d) To investigate and adjudicate all grievances and disputes relating to working agreements;
- (e) To decide all grievances relating to discharges. The hearing and investigation of grievances relating to discharges shall be given preference over all other business before the Committee. In case of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time;
- (f) To decide any other question of mutual concern relating to the industry and not covered by this agreement.

SECTION 11. (a) Subject to the control and direction of the Coast Labor Relations Committee, the Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Subject to this provision and to the limitations of hours fixed in this agreement, the employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the foregoing provisions

gangs and men not assigned to gangs shall be so dispatched as to equalize their work opportunities as nearly as practicable, having regard to their qualifications for the work they are required to do. The Employers shall be free to select their men within those eligible under the policies jointly determined, and the men likewise shall be free to select their jobs.

SECTION 11.

(b) The longshoremen shall perform work as ordered by the employer in accordance with the provisions of this agreement. If a dispute arises concerning the manner in which work shall be carried on it shall continue in accordance with the orders of the employer, except in those cases where the longshoremen in good faith believe that to do so is to immediately endanger the health and safety of the men. In all such cases the Arbitrator's Agent for the District shall be immediately summoned and shall forthwith determine the manner in which work shall be performed thereafter pending settlement of the dispute. Any order of the Arbitrator's Agent relative to the manner in which work shall be carried on shall be binding on both parties and shall be immediately complied with.

SECTION 11.

(c) The Employers shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this agreement. If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 10.

SECTION 11.

(d) It is agreed that the employers shall be free so far as they desire to do so to place into immediate use all labor saving devices and labor saving equipment; and the employers shall at all times in the future be free, without interference from the union or its members, to introduce such labor saving devices and to institute such methods of loading and discharging cargo as they consider to be the best conduct of their business, provided such methods of discharging and loading are not inimical to the safety or health of the employees.

If at any time the union shall notify the employers that it contends that earnings of Registered Longshoremen and their employment have suffered materially from the introduction and use of labor saving devices and methods in addition to those already used and

practiced in the past, then it is agreed that proposals relative to the conditions under which labor saving devices and practices shall be continued will be a proper and appropriate subject for negotiation and if the parties cannot agree for arbitration before the Coast Arbitrator, upon the establishment that there is reasonable compliance with this agreement and that the following conditions then exist:

- (a) That the use of labor saving devices has been materially increased beyond the uses heretofore practiced;
- (b) That such increased use has materially and adversely affected the earnings and employment of Registered Longshoremen on the Pacific Coast;
- (c) That the union and its members have not interfered with and are not interfering with the introduction of labor saving devices by the employers;
- (d) That efficiency in longshore work has been materially improved as a result of such use.

SECTION 11.

(e) All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined suspended or for deliberate repeated offenses expelled from the Union. Any employer may file with the Union a complaint against any member of the Union, and the Union shall act thereon and notify the Labor Relations Committee of its decision within ten (10) days from the date of receipt of the complaint.

After the expiration of ninety (90) days from this date if the employers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following independent procedure may be followed.

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

an arbitrator or arbitrator's agents. If any Port Labor Relations Committee shall fail to agree upon the imposition of a penalty, or the adequacy thereof, the matter shall then go before the Coast Labor Relations Committee, and if it cannot agree, the Coast Arbitrator for decision.

#### SECTION 11.

(f) Promptly on the execution of this agreement, the Coast Labor Relations Committee shall establish basic Coast standard dispatching and working rules as far as practicable; in the event that the Committee is unable to agree upon any of the matters set forth in this section, the matter shall be referred to the Coast Arbitrator for decision, at the request of either party. All local port dispatching, working and safety rules in effect at this time shall continue in effect until changed or superseded in accordance with the terms of this agreement.

#### SECTION 11.

(g) The employers shall provide safe gear and safe working conditions. A safety code for longshore work shall be negotiated by the parties and if they shall not agree, it shall be arbitrated only by mutual consent.

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

- (1) CANNED GOODS—
- |   |                        |
|---|------------------------|
| 24-2½ talls, 6-12's tall and 48-1 talls |                        |
| (including salmon)                      | 35 cases to sling load |
| or                                      |                        |
| when loads are built of                 |                        |
| 3 tiers of 12                           | 36 cases to sling load |
| 24-1 talls                              | 60 cases to sling load |
| 24-2's talls                            | 50 cases to sling load |
| 6-10's talls                            | 40 cases to sling load |
| Miscellaneous cans and jars             | Maximum 2100 lbs.      |
- (2) DRIED FRUITS AND RAISINS (Gross Weight)—
- |               |                        |
|---------------|------------------------|
| 22 to 31 lbs. | 72 cases to sling load |
| 32 to 39 lbs. | 60 cases to sling load |

- |               |                        |
|---------------|------------------------|
| 40 to 50 lbs. | 40 cases to sling load |
| 24-2 lbs.     | 35 cases to sling load |
| 48-16 oz.     | 40 cases to sling load |

#### (3) FRESH FRUITS—Standard Boxes—

- |                  |                        |
|------------------|------------------------|
| Oranges—Standard | 27 boxes to sling load |
| Oranges—Maximum  | 28 boxes to sling load |
| Apples and Pears | 40 boxes to sling load |

#### (4) MISCELLANEOUS PRODUCTS—

- |   |                          |
|---|--------------------------|
| Case Oil—2 5-gal. cans (Hand hauled to or from ship's tackle)   | 18 cases to sling load   |
| (Power hauled to or from ship's tackle)   | 24 cases to sling load   |
| Cocconut  | 12 cases to sling load   |
| Tea—Standard  | 12 cases to sling load   |
| Tea—Small   | 16 cases to sling load   |
| Copper (large)  | 5 slabs to sling load    |
| Copper (small)  | 6 slabs to sling load    |
| Copper (bars)   | 9 bars to sling load     |
| Cotton, under standard conditions   | 3 bales to sling load    |
| Rubber (1 tier on sling) maximum of   | 10 bales to sling load   |
| Gunnies, large  | 2 bales to sling load    |
| Gunnies, medium   | 3 bales to sling load    |
| Gunnies, small  | 4 bales to sling load    |
| Rags, large (above 700 lbs.)  | 2 bales to sling load    |
| Rags, medium (500 to 700 lbs.)  | 3 bales to sling load    |
| Rags, small (below 500 lbs.)  | 4 bales to sling load    |
| Sisal, large  | 3 bales to sling load    |
| Hemp, ordinary  | 5 bales to sling load    |
| Jute (400 lb. bales)  | 5 bales to sling load    |
| Pulp, bales weighing 350 lbs. or more   | 6 bales to sling load    |
| Pulp, bales weighing 349 lbs. or less   | 8 bales to sling load    |
| Steel drums, containing Asphalt, Oil, etc. weighing 500 lbs. or less  | 4 to the sling load      |
|   | (When using Chine Hooks) |
| Steel drums, containing Asphalt, Oil, etc. weighing 500 lbs. or less on board (capacity of board—1 tier) maximum of | 5 drums to sling load    |
| Barrels, wood, heavy, containing wine, lard, etc., maximum of   | 4 bbls. to sling load    |
|   | (When using Chine Hooks) |

- Barrels, wood, heavy, containing wine, lard, etc., (capacity of board 1 tier) on board—maximum of..... 4 bbls. to sling load
- Barrels, wood, containing Dry Milk, Sugar, etc. .... 6 bbls. to sling load
- (Present port practice or gear in handling drums of asphalt or barrels shall not be changed in order to increase the load.)
- Newsprint, rolls..... 2 rolls to sling load
- Newsprint, rolls..... 1 when wgt. 1800 lbs. or over
- (5) SACKS—
- |   |                         |
|---|-------------------------|
| Flour—140 lbs.....                                | 15 sacks to sling load  |
| Flour— 98 lbs.....                                | 20 sacks to sling load  |
| Flour— 49 lbs.....                                | 40 sacks to sling load  |
| Flour— 49 lbs. (in balloon sling).....            | 50 sacks to sling load  |
| Cement .....                                      | 22 sacks to sling load  |
| Wheat .....                                       | 15 sacks to sling load  |
| Barley .....                                      | 15 sacks to sling load  |
| Coffee—Power haul from and to ship's tackle ..... | 12 sacks to sling load  |
| Coffee—Hand haul from and to ship's tackle .....  | 8 sacks to sling load   |
| Other sacks—maximum .....                         | 2100 lbs. to sling load |
- (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 bulk head warehouse 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 tall.....    | 40 |
| 24-1 tall.....    | 60 |
| 24-2's tall.....  | 48 |
| 24-2½'s tall..... | 40 |
| 6-10's tall.....  | 50 |
| 6-12's tall.....  | 50 |

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

No Port Labor Relations Committee shall have power to add to or to alter in any respect any of the maximum loads herein provided for.

SECTION 12. Commencing on the date hereof and continuing during the life of this contract, the Coast Labor Relations Committee shall conduct investigations and a survey looking toward the restoration of reasonable efficiency (excluding comparisons prior to January 1, 1935) in the performance of longshore work and reasonable compliance with the provisions of this contract which the union agrees to provide and maintain during the life of this agreement.

On February 1, 1941, a wage review shall be conducted of the basic straight and overtime wage rates specified in Section 3 hereof, the Employers agreeing that if by that date reasonable rates of production and efficiency (excluding comparisons prior to January 1, 1935) have been restored and reasonable compliance with this contract has been provided by the Union, a wage increase in addition to the basic wage rate set forth in Section 3 amounting to 5c per hour straight time and 10c per hour overtime shall be granted.

Said date of February 1, 1941 for such wage review is conditioned upon the execution of this agreement on or before December 1, 1940, and if the execution thereof shall be delayed at the request of the Union, then the date of such wage review shall be correspondingly deferred.

It is further agreed that if the Employers shall refuse to grant such increase, the matter shall at the request of the Union be referred to the Coast Arbitrator who shall determine in conjunction with the efficiency then prevailing and reasonable compliance then provided, whether such increase shall be granted.

Semi-annually thereafter, the rates of pay and overtime rates prevailing shall, at the request of either party be reviewed, and if the parties cannot agree shall at the request of either party be determined by the Coast Arbitrator, and in all such wage reviews wage levels shall be considered in conjunction with the obligation of the Union to provide reasonable compliance with the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto through their representatives duly authorized have executed this agreement on the 20th day

of December, 1940, in the City and County of San Francisco, State of California.

**WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST**

Acting on behalf of:

WATERFRONT EMPLOYERS OF WASHINGTON  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SOUTHERN CALIFORNIA

by (Signed) W. J. BUSH  
(Signed) JOHN CUSHING  
(Signed) HUGH GALLAGHER  
(Signed) JOS. A. LUNNY  
(Signed) F. P. FOISIE  
(Signed) J. B. BRYAN  
(Signed) F. C. GREGORY  
(Signed) A. BOYD

**INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION DISTRICT No. 1**

by (Signed) H. R. BRIDGES  
(Signed) MATT MEEHAN

**SUPPLEMENTAL AGREEMENT**

THIS AGREEMENT MADE BY AND BETWEEN INTERNATIONAL LONGSHOREMEN'S & WAREHOUSEMEN'S UNION DISTRICT 1 and WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST ACTING ON BEHALF OF MEMBERS ENGAGED IN THE STEAM SCHOONER TRADE ON THE PACIFIC COAST:

**WITNESSETH:**

That the award of the National Longshoremen's Board of October 12, 1934, as amended by agreements between the parties thereto and as amended in the foregoing agreement, shall govern longshore work on steam schooners operated by members of the Waterfront Employers' Association of the Pacific Coast; provided, however, that members of crew of steam schooners may perform cargo work properly within the scope of their duties, that neither the Union nor the Employers shall be committed with reference to scope or nature of

the duties of longshoremen or members of the crews of steam schooners, but any dispute relating thereto shall be determined by the Coast Labor Relations Committee, created such agreement in accordance with the procedure set forth in section 9 thereof; and any decision of the Coast Labor Relations Committee, or, if the members thereof cannot agree, of the Coast Arbitrator, shall be final and binding. The provisions of said agreement do not apply to wages or working conditions of crews on steam schooners during such time as they are working cargo.

IN WITNESS WHEREOF, the parties hereto through their representatives duly authorized have executed this agreement on the 20th day of December, 1940, in the City and County of San Francisco, State of California.

**WATERFRONT EMPLOYERS' ASSOCIATION OF THE PACIFIC COAST**

By (Signed) F. P. FOISIE, President  
(Signed) A. BOYD, Secretary

Acting on behalf of:

WATERFRONT EMPLOYERS OF WASHINGTON  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SOUTHERN CALIFORNIA  
INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION DISTRICT No. 1

By (Signed) H. R. BRIDGES, President  
(Signed) MATT MEEHAN

THIS AGREEMENT by and between the INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, DISTRICT No. 1, hereinafter designated as the Union, and the WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST on behalf of the WATERFRONT EMPLOYERS OF WASHINGTON, WATERFRONT EMPLOYERS OF PORTLAND, WATERFRONT EMPLOYERS' ASSOCIATION OF SAN FRANCISCO AND WATERFRONT EMPLOYERS' ASSOCIATION OF SOUTHERN CALIFORNIA, hereinafter designated as the Employers:

**WITNESSETH:**

The parties hereto having made an agreement of even date herewith concerning longshore work at Pacific Coast ports (which agreement is referred to as the "longshore contract") do hereby renew that certain Supplementary Memorandum dated September 30, 1938, a copy of which is attached, for the full term of said longshore contract.

IN WITNESS WHEREOF, the undersigned have executed the foregoing agreement on this 20th day of December, 1940, in the City and County of San Francisco, State of California.

**WATERFRONT EMPLOYERS' ASSOCIATION OF THE PACIFIC COAST**

By (Signed) F. P. FOISIE, President  
(Signed) A. BOYD, Secretary

Acting on behalf of:

WATERFRONT EMPLOYERS OF WASHINGTON  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SOUTHERN CALIFORNIA  
INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION DISTRICT No. 1

By (Signed) H. R. BRIDGES, President  
(Signed) MATT MEEHAN

**SUPPLEMENTARY MEMORANDUM**

THIS AGREEMENT by and between the INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, DISTRICT No. 1, hereinafter designated as the Union, and the WATERFRONT EMPLOYERS ASSOCIATION OF THE PACIFIC COAST, on behalf of the WATERFRONT EMPLOYERS OF SEATTLE, WATERFRONT EMPLOYERS OF PORTLAND, WATERFRONT EMPLOYERS' ASSOCIATION OF SAN FRANCISCO, and WATERFRONT EMPLOYERS' ASSOCIATION OF SOUTHERN CALIFORNIA, hereinafter designated as the Employers:

19

**WITNESSETH:**

The I. L. & W. U. agrees not to assert its rights to preference of employment for I. L. & W. U. members in the ports of Tacoma, Anacortes, Port Angeles and Olympia until such time as it is satisfactorily established that a majority of the longshoremen on the registration lists in such ports as of this date are members of the I. L. & W. U.

The I. L. & W. U. shall not be held responsible for disciplining of longshoremen in these ports but reserves the right to intervene in case of any discrimination against any member of the I. L. & W. U. in order to protect his rights under the aforesaid contract. The provisions of this paragraph shall in no way abridge the powers of the Labor Relations Committee in said ports.

This memorandum shall in no way constitute a waiver of the rights of the I. L. & W. U., District No. 1 under the decision of the National Labor Relations Board dated June 21st, 1938, and it is clearly agreed that it is not the intent of the parties in any way to change or modify the collective bargaining unit as defined in above said decision, or in any way to affect the rights of the I. L. & W. U. with respect to representation and collective bargaining; on the contrary, the agreement above referred to covers all the longshore work in all of the areas defined by said decision of the N.L.R.B.

IN WITNESS WHEREOF, the undersigned have executed the foregoing agreement on this 30th day of September, 1938, in the City and County of San Francisco, State of California.

**WATERFRONT EMPLOYERS' ASSOCIATION OF THE PACIFIC COAST**

By A. E. ROTH, President

Acting on behalf of:

WATERFRONT EMPLOYERS OF SEATTLE  
WATERFRONT EMPLOYERS OF PORTLAND  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SAN FRANCISCO  
WATERFRONT EMPLOYERS' ASSOCIATION OF  
SOUTHERN CALIFORNIA  
INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION DISTRICT No. 1

By H. R. BRIDGES, President

By this memorandum the undersigned agree that they will enter into negotiations looking toward a coastwise agreement relative to

20



work performed by employees of member companies of the Waterfront Employers Association of the Pacific Coast in the indirect movement of cargo. The scope of such agreement shall be included in the negotiations.

If negotiations shall fail, the issues may be arbitrated if the parties consent.

All work covered thereby will be that performed by members of the International Longshoremen's and Warehousemen's Union, and preference of employment for the International Longshoremen's and Warehousemen's Union will be part of any agreement to be made.

**WATERFRONT EMPLOYERS' ASSOCIATION OF  
THE PACIFIC COAST**

By (Signed) F. P. FOISIE, President  
(Signed) A. BOYD, Secretary

**INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION DISTRICT No. 1**

By (Signed) H. R. BRIDGES, President  
(Signed) MATT MEEHAN

Dated: December 20th, 1940.

**WORKING RULES**

1—Six (6) hours shall constitute a day's work.

2—Thirty (30) hours shall constitute a week's work—averaged over a period of four (4) weeks. Limit of work shall be:

44 hours in any one week,  
12 hours in any one day with a two (2) hour  
leeway to finish job or ship.

On completion of a job of six (6) or more consecutive hours in any one period, men shall have a rest period of not less than eight (8) hours before resuming work or being dispatched to another job, provided that other eligible men are available.

3(a)—When men are dispatched from the Hiring Hall, and/or ordered to report to a certain dock at a specified time during straight time hours, their pay is to start after the expiration of two hours if no work is provided, and to continue until dismissed. Not less than two hours' pay will be allowed whether or not work starts or lasts two hours. This section does not apply to car work.

3(b)—When men are ordered to report for work, or are ordered

back to work, during overtime hours, they shall be paid from the hour so ordered and at which time they report, and their pay to continue until dismissed. In case there is no work or the work does not last two (2) hours, they shall receive two (2) hours' pay. When men resume, continue or start a new job between the hours of one (1) a.m. and five (5) a.m., they shall receive not less than four (4) hours' pay at the overtime rate.

3(c)—When vessels are to work approximately the full twenty-four hour day, the relief gangs are to start at six (6) p.m., whenever it is practical to do so.

3(d)—In case of a suspension of work for one hour or less, while the vessel is working, during straight time hours, no deduction shall be made for time lost; but men shall receive full pay for the first hour, and half pay thereafter until such time as work is resumed or men dismissed for the day. During overtime hours no deduction shall be made for such loss of time.

3(e)—When hatches are to be covered by the men they shall be allowed ten minutes before quitting time.

**4—Holidays:**

New Year's Day	Admission Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Armistice Day
Decoration Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Election Day

and any other legal holidays that may be proclaimed by State or National authorities.

**5—Meals:**

(a)—Meal hours shall be one hour between eleven (11) a.m. and one (1) p.m., and five (5) p.m. and seven (7) p.m., and eleven (11) p.m. and one (1) a.m., and six (6) a.m. and eight (8) a.m. Men may be required to work through a meal hour other than the noon meal hour to finish a job or ship without penalty applying, provided such time worked does not exceed five (5) consecutive hours without a meal. When men are required to work more than five (5) consecutive hours without an opportunity to eat, they shall be paid penalty time of \$1.50 per hour straight time and \$2.25 per hour overtime for all the time worked in excess of five (5) hours without a meal.

(b)—If employees are not allowed a full hour for meals at the

designated meal hours, employers agree to pay one hour at one and one-half the straight or overtime rate, as the case may be, for that portion of the meal hour worked.

(c)—When men are required to travel during meal hours, due to shifting of vessel at points other than along the San Francisco Waterfront, and the terminals are not in the immediate vicinity of each other, they shall be allowed one-half an hour straight time over the meal hour to reach the job, except when transportation is provided, in which event men shall start work on arrival at the job.

(d)—At all points where employers are required to furnish meals and such meals are not furnished the men, the sum of 75c will be allowed for each meal.

#### 6—Traveling Time:

(a)—Employees shall be paid traveling time when ordered to points outside the city and county of San Francisco and to vessels in the stream. On their arrival at the place where ordered their pay to continue during the regular working hours (first six hours worked between eight (8) a.m. and five (5) p.m.) until job is completed, except Oakland and/or Oakland Inner Harbor and Alameda, which shall be covered by rule 6(b); they shall then be furnished with the quickest means of transportation back to San Francisco. Employers to furnish transportation both ways.

(b) When men are ordered to report for work at points in Oakland, Oakland Inner Harbor or Alameda it shall be the option of the employer to furnish transportation or to order men without designating any specific method of transportation. When transportation by bus or launch is furnished by the employer, the men shall receive travel time from the time they leave San Francisco to the time they arrive at the job, with a minimum of one-half ( $\frac{1}{2}$ ) hour. When transportation is not furnished by the employer and men report for work at the time and place as ordered, each man shall receive \$1.10 in lieu of all travel and transportation expense (42c of which shall be for transportation).

(c) When men are working in Oakland, Oakland Inner Harbor or Alameda and are ordered to San Francisco to work for the same company the same day travel time, in addition to 6(b) shall be as follows:

(1) When traveling is in conjunction with a meal hour, men shall be allowed forty-five (45) minutes over and above the meal hour to reach the ship and the men shall lose no time.

(2) When traveling is not in conjunction with a meal hour, continuous travel time shall be paid until turned to in San Francisco, except during overtime hours traveling not in conjunction with a meal hour shall be paid at the overtime rate.

(d)—Longshoremen will be allowed one (1) hour traveling time returning from Richmond, Richmond Inner Harbor, Point Richmond and Redwood City; and one and one-half ( $1\frac{1}{2}$ ) hours traveling time returning from Point Orient, or Point San Pablo, and two (2) hours traveling time from all points above San Pablo, only when ordered to report in San Francisco to same company same day.

(e)—The day shall be considered to commence at twelve (12) midnight and to end at midnight.

(f)—All traveling time between eight (8) a.m. and five (5) p.m. shall be counted against the six-hour day if such time is incurred during the six-hour straight time period.

All traveling time shall be included in the 120-hour limit.

All traveling time shall be straight time at the basic rate.

(g)—When employees are ordered to points outside the City and County of San Francisco and to vessels in the stream employers shall pay for transportation both ways.

7(a)—Employers shall furnish men with suitable board and lodging when men are taken from San Francisco to Richmond and points above.

(b)—If men are worked to six (6) p.m. or later at Richmond or points above they shall be provided with a meal or paid meal money.

(c)—When men are taken to Richmond Inner or Outer Harbor, they shall furnish their own midday meal. All other meals at these points shall be furnished by the employer.

8—When employees are transported to work outside the City and County of San Francisco, employees are to remain with job until it is finished or men are discharged. If an employee quits the job before he is dismissed or the job is finished, except in case of sickness or injury, the cost of transportation back to San Francisco shall be deducted from such employee's earnings.

9—Crew may rig ship for handling cargo.

10—The Walking Boss shall not be subject to the working hour limitation of the award.

11—The employees must perform all work as ordered by the employer. Any grievance resulting from the manner in which the work is ordered to be performed shall be dealt with by the Labor Relations Committee.

12—The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required. If any man feels that he has been unjustly discharged, his grievance shall be dealt with by the Labor Relations Committee. In case of discharge without sufficient cause, the committee may order payment for lost time, or reinstatement with or without payment for lost time.

13—The employer shall be free, without interference or restraint from the International Longshoremen's and Warehousemen's Union, to introduce labor saving devices and to institute such methods of discharging and loading cargo as he considers best suited to the conduct of his business provided such methods of discharging and loading are not inimical to the safety or health of the employees.

14—For all purposes of safeguarding the safety and health of employees the provisions of the Pacific Coast Marine Safety Code shall apply.

15—The employers and employees shall each appoint a Labor Relations Committee of three members, which upon complaint lodged by either party with the other, shall immediately investigate the incident or condition complained of, and adjust same, but there shall be no stoppage of work.

Signed,

LABOR RELATIONS COMMITTEE.

#### DISPATCHING RULES

##### SAN FRANCISCO LONGSHORE DISPATCHING HALL DISPATCHING AND DISPATCHING HOURS

1. Men shall be ordered so they will be able to be dispatched during regular dispatching hours.
2. Dispatching Hours:
  - 6:30 a.m. to 8:30 a.m.
  - 11:00 a.m. to 12:30 p.m.
  - 4:00 p.m. to 6:00 p.m.
 Hall open from:
  - 6:00 a.m. until 6:00 p.m. Week Days.
  - 7:00 a.m. until 9:00 a.m. Sundays and Holidays.
3. All gangs going to work before 8:00 a.m., or ordered to travel before 7:15 a.m., must receive their orders before 3:00 p.m. the preceding day, including Sundays and Holidays.

25

4. Orders for gangs to turn to at 8:00 a.m. must be in with the dispatcher by 7:00 a.m. When a ship is in port, or its arrival is assured by 8:00 a.m., orders for gangs to turn to at 8:00 a.m. should be received at the Dispatching Hall the preceding evening.
5. Gangs or men to go to work between 8:30 a.m. and noon, must be ordered between 7:00 a.m. and 8:30 a.m.
6. Orders for gangs or men to turn to between 1:00 p.m. and 5:00 p.m. must be in with the dispatcher between 11:00 a.m. and 12:30 p.m.
7. Orders for gangs to turn to at 6:00 p.m., or later, must be in by 3:00 p.m.
8. Gangs and men must be ordered for a specific time and job.

#### ORGANIZATION OF GANGS AND EXTRA MEN'S LISTS

1. The registered men of the port will be divided into gangs and extra men.
2. Gangs will be divided into preferred gangs which will be assigned to companies, and extra gangs which will be available for dispatching to any company as needed.
3. Extra men will be listed according to their special qualifications, such as winch drivers, jitney drivers, etc., to assist in dispatching.
4. Extra gangs and extra men will be dispatched in rotation.
5. The work will be divided as evenly as practicable among all registered men.
6. PREFERRED GANGS:
  - (a) Each employer will furnish the committee with the number of gangs and the names of gang bosses which he wishes to have permanently assigned to him. This number will be limited to his ability to provide the average work over the four weeks' period. If such gangs prefer to work for the employer instead of working as extra gangs, they will be so assigned and will be available for extra work *only after all extra gangs are working or have received more than the average work of the port at that date.*
  - (b) Such preferred gangs may consist of any number of men which is most desirable for the regular operations, *but all members of such gang must be employed while the gang is working.* Members of a gang may be assigned to do other work, *providing that two or more gangs shall not be split to form an extra gang.*
  - (c) The employer will select his preferred gangs and furnish

26

the committee with the names and permanent numbers of such members. The names of such gang members will not be listed on the extra board.

(d) When an employer no longer wishes to employ a preferred gang, he shall notify the gang boss and the dispatcher and at the end of the job the gang will be returned to the extra gang list.

(e) When a preferred gang wishes to return to the extra gang list, it shall inform the employer and the dispatcher and at the end of the job the gang will be returned to the extra gang list.

(f) If a member of a preferred gang wishes to leave that gang, he will notify his gang boss and the Dispatcher and will be relieved as the job is completed and a replacement can be secured from the list of extra men.

(g) Any temporary replacements in a preferred gang, or any temporary additions thereto, shall be assigned by the Dispatcher from the extra men's list, and upon completion of the job shall be returned to the extra list. If such vacancy is to be of a considerable length of time, due to injury, illness or other causes, the employer may request the Dispatcher to assign an extra man to this vacancy pending the return of the regular member.

#### 7. EXTRA GANGS:

(a) Extra gangs will be formed under the direction of the committee and will consist of a standard number of 16 men:

- 1 Gang Boss
- 2 Deck Men
- 6 Hold Men
- 6 Dock Men
- 1 Jitney Driver

(b) Extra gangs will be listed upon the rotation board by their number, and shall be dispatched in rotation, excepting that if an extra gang shall have worked substantially more than the average of the extra gang list, the dispatcher may place it at the bottom of the list until such time as work is equalized.

(c) If an employer desires larger than a standard gang, he will so inform the dispatcher and the additional men shall be taken from the list of extra men.

(d) If an employer desires less than a standard extra gang he will order the desired number of men and the Dispatcher will dispatch such men from the extra men's list.

(e) If an extra gang shall refuse a job when called in rotation, it shall be placed at the bottom of the list, unless the gang gives the Dispatcher a valid reason for such refusal.

#### 8. EXTRA MEN:

(a) The extra men shall be placed on lists according to their special qualifications if they so desire:

- 1. Winchdrivers and Hatchtenders.
- 2. Jitney Drivers.
- 3. Hold and Dock Men.
- 4. Lumbermen.
- 5. Car Men.

(b) The men on these lists will be dispatched in rotation, excepting that if individuals have received more than the average amount of work of the extra men's list, they may be placed at the bottom of the list until such time as work has been equalized.

(c) If an individual called in turn refuses to accept a job, he shall automatically go to the bottom of the list, unless the man gives the Dispatcher a valid reason for such refusal.

9. In attempting to equalize the work of the port individuals or gangs that refuse work when called will not be entitled to have their hours equalized during that period at the expense of the gangs or individuals who have accepted such jobs.

10. Any employer may retain a "specialty gang" if sufficient "specialty" work can be supplied to enable such gang to work the average hours of the port.

#### GENERAL DISPATCHING RULES

1. No gang shall be preferred by more than one company.
2. Upon completion of a job or ship, all gang bosses shall turn in their gang reports to the Dispatcher (printed report cards).
3. Upon the completion of a job or ship, all gangs and/or men shall receive their orders for the next job from the Joint Dispatching Hall.
4. All gangs may call the Hall for orders by telephone if it is practicable to do so.
5. All replacements called to fill temporary vacancies in all gangs must finish the job or ship for which they are called, unless otherwise provided for.
6. When an extra gang is hired it shall not be replaced by any other gang, until the gang has had at least six hours' work.

### RULES FOR REGISTERED LONGSHOREMEN

1. Registered longshoremen are required to report at the Dispatching Hall upon notice from the Labor Relations Committee.
2. First Brass Check (permanent registered number) will be issued free. If lost, a charge of 50c for a duplicate check will be made.
3. Carry Brass Check at all times.
4. Report loss of Brass Check to the Dispatcher *at once*.
5. No interchange of Brass Checks allowed. Any infringement of this rule may mean temporary suspension from the registered list.
6. Men who do not report for work for a period of thirty days will have their names removed temporarily from the dispatching list. Men desiring a leave of absence must leave their *Brass Checks* with the Dispatcher. Men on sick or injured list must report to Dispatcher before they will be replaced on the dispatching list.

Approved by the  
Longshore Labor Relations Committee  
February 18, 1935.

### GENERAL RULES

Adopted by I. L. W. U. Membership

All replacements for men in East Bay must be made through the San Francisco Hiring Hall at all times when Hall is open.

Upon completion of job or ship the gang boss shall turn in his time sheet.

Steward and boss shall immediately notify the union office when an accident occurs, even though no one is hurt.

The boss is in charge of the gang and has the right to fire any man who deliberately violates working rules or the agreement.

All men dispatched to fill vacancies in gangs must finish job or ship unless other provisions are made.

All gang members except two (2) hook-on men may be ordered aboard ship to assist in the shifting of cargo when needed.

Dispatchers will dispatch lumber men same as other plug board men, with time dispatched on time sheet, the first two (2) men dispatched to be designated as dock men.

Various penalties are provided for in the agreement and through agreement in Labor Relations Committee governing conduct of men on the job. Intoxication calls for one (1) week off for first offense and increases with each conviction. For pilfering—first conviction, thirty (30) days off; second conviction, ninety (90) days off; and third conviction, six (6) months off.

When men are required to discharge sacked flaxseed in a hatch where loose seed averages six (6) inches or more in depth on top of cargo being worked a penalty of 10c per hour, straight time and overtime shall be paid.

REVISED TABLE OF LONGSHORE HOURLY WAGE RATES WHEN WORKING PENALTY HOURS  
AND PENALTY CARGO—PACIFIC COAST

PENALTY	PENALTY RATE				TOTAL WAGE				
	On Straight Time	On Overtime	On Straight Time	On Overtime	Working Through Noon Meal Hr.	Working Through Other Meal Hr. <sup>00</sup>	Working in Excess of 5 Hrs. S T	Working in Excess of 5 Hrs. When this is also O T	Working in Excess of 5 Hrs. When this is also any Meal Hr.
Commodities and Conditions of Work									
When working on Cargo which takes no penalty			\$1.10	\$1.65	\$1.65	\$2.475	\$1.65	\$2.475	\$2.475
For shovelling all commodities except on Commodities earning higher rate	20c	30c	\$1.30	\$1.95	\$1.95	\$2.775	\$1.85	\$2.775	\$2.775
To Boardmen stowing bulk grain	30c	30c	\$1.40	\$1.95	\$1.95	\$2.775	\$1.95	\$2.775	\$2.775
For handling bulk sulphur, soda ash and crude untreated potash	45c	45c	\$1.55	\$2.10	\$2.10	\$2.925	\$2.10	\$2.925	\$2.925
Untreated or offensive bones in bulk	80c	25c	\$1.90	\$1.90	\$1.90	\$2.725	\$2.45	\$2.725	\$2.725
For handling phosphate rock in bulk	30c	30c	\$1.40	\$1.95	\$1.95	\$2.775	\$1.95	\$2.775	\$2.775
When handling the following commodities in lots of 25 tons or more a penalty for both straight and overtime work in addition to the basic rate shall be 10c per hour	10c	10c	\$1.20	\$1.75	\$1.75	\$2.575	\$1.75	\$2.575	\$2.575
Alfalfa Meal									
Untreated or offensive bones in sacks									
Caustic Soda in drums									
Celite and decolite in sacks									
Coal in sacks									
Cement:									
(a) All discharging from ships.									
(b) Loading only when in bags with no inner containers, unless the cargo falls within the provision relating to damaged cargo									
Creosote, when not crated									
Creosoted Wood Products unless boxed or crated									
Following fertilizers in bags:									
Tankage, animal, fish, fishmeal, guano, blood meal and bone meal									
Glass, broken, in sacks									
Green hides									
Herring, in boxes and barrels									
Lime, in barrels and loose mesh sacks									
Lumber products loaded out of water, including that part of cribs only which has been submerged									
Meat scraps, in sacks									
Nitrates, crude, untreated, in sacks									
Ore, in sacks									
Phosphates, crude, untreated, in sacks									
Plaster, in sacks, without inner containers									
Refrigerated Cargo: Handling and stowing refrigerator space meats, fowl and other similar cargoes to be transported at temperatures of freezing or below in the boxes.									
Sacks: Loading only and to apply to the entire loading operation where table or chutes are used and the men are handling sacks weighing 120 lbs. or over on the basis of one man per sack									
Salt Blocks in sacks									
Scrap metal in bulk and bales excluding rails, plates, drums, car wheels and axles									
Soda Ash in bags									
When the following cargoes are leaking or sifting because of damage or faulty containers, a penalty of 10c per hour shall be paid:	10c	10c	\$1.20	\$1.75	\$1.75	\$2.575	\$1.75	\$2.575	\$2.575
Aniline Dyes									
Fish Oil, whale oil and oriental oils, in drums, barrels or cases									
Lamp Black									
Penalties to Certain Gang Members:									
To winch drivers, hatch tenders, siderunners, burton men, donkey drivers, stowing machine drivers and boom men only									
Handling lumber and logs out of water	20c	20c	\$1.30	\$1.85	\$1.85	\$2.675	\$1.85	\$2.675	\$2.675
Handling creosoted products out of water:									
Boom Men	30c	30c	\$1.40	\$1.95	\$1.95	\$2.775	\$1.95	\$2.775	\$2.775
Hold Men	20c	20c	\$1.30	\$1.85	\$1.85	\$2.675	\$1.85	\$2.675	\$2.675
To Hold Men only:									
All paper and pulp in packages weighing 300 lbs. or over per package, only when winging up, and when stowing in fore peaks, after peaks and special compartments other than reguatic cargo spaces. (This does not apply to rolls)	10c	10c	\$1.20	\$1.75	\$1.75	\$2.575	\$1.75	\$2.575	\$2.575

To Hold Men only:									
Head room: When there is less than 6 ft. of head room—									
(a) Loading cargo in hold on top of bulk grain.....									
(b) Covering logs or piling with lumber products.....									
10c	10c	\$1.20	\$1.75	\$1.75	\$2.575	\$1.75	\$2.575	\$2.575	
Penalties for Special Conditions of Work:									
Damaged Cargo: Cargo badly damaged by fire, collision, springing a leak or stranding, for that part of cargo only which is in a badly damaged or offensive condition...									
55c	00c	\$1.65	\$1.65	\$1.65	\$2.475	\$2.20	\$2.475	\$2.475	
Cargo damaged from causes other than those enumerated above, shall, if inspection warrants, pay the damaged cargo rate or such other rate as determined by the Port Labor Relations Committee for handling that part of the cargo only which is in a badly damaged or offensive condition. This provision shall apply only to individual consignments which are damaged and shall not empower any committee to add to or deduct from the penalty cargo rates herein specified.....									
Explosives: When working explosives as defined by current Western Classification Rules, all men working ship and barge to receive.....									
55c	00c	\$1.65	\$1.65	\$1.65	\$2.475	\$2.20	\$2.475	\$2.475	
Fire: When fire is burning or cargo smouldering in a hatch, the gang working the hatch to receive.....									
\$1.20	65c	\$2.30	\$2.30	\$2.30	\$3.125	\$2.85	\$3.125	\$3.125	

\* Except the Noon Meal hour on Sundays or Holidays which shall be the same rate as "Working Through other Meal Hours."

\*\* In San Francisco the following applies: When job or ship is finished by end of second meal hour, excluding noon meal hour, if not in excess of five (5) hours without meal, no penalty applies (Rule 5(a)).

### A note on the strike of 1946.

Anticipating an anti-labor labor drive, the ILWU played a leading role in forming the Committee for Maritime Unity (CMU) in 1946. The successor to the Maritime Federation and the Pacific, the CMU included the ILWU and maritime unions on both coasts.

When the CMU opened unprecedented national negotiations in Washington, D.C. on May 30, 1946, a national railroad strike had just been broken. President Truman had ordered the Army to take over the railroads and the workers were forced to abandon their strike under threat of being drafted into the Army. This new strikebreaking tactic worked so perfectly that Truman decided to use it against the maritime workers. He announced that in the event the CMU struck June 15, as scheduled, the Navy would man the ships and the Army would load them.

The CMU immediately called on its friends and allies in foreign countries to support the American workers in what promised to be a struggle between labor and the armed might of the government. Within hours the telegrams pledging support began to stream in from maritime unions all over the world: New Zealand, Australia, Hawaii, France, England, Poland, Japan, the Scandinavian countries, and others. In each instance the workers abroad warned that any ships loaded by the Army and manned by the Navy to break the CMU strike would be declared scab ships and tied up the instant they entered foreign ports.

President Truman and his advisors smashed the railroad strike, but they couldn't get the U.S. Army and Navy to handle ships in foreign ports. The admirals, the generals, and the President beat a hasty retreat. The CMU negotiating committee, with ILWU president Harry Bridges as spokesman, achieved a great victory for maritime workers all over the country as wages and benefits were improved, and the union hiring hall was again preserved.

*RIGHT: Picketers keep warm in Seattle during the 1946 strike led by the Committee for Maritime Unity.*





*Coast Longshore*  
**AGREEMENT**

*Between*

The International Longshoremen's and  
 Warehousemen's Union

*and*

Waterfront Employers Association of the  
 Pacific Coast

*On Behalf of Itself and on Behalf of:*

Waterfront Employers of Washington

Waterfront Employers of Portland

Waterfront Employers Association  
 of California

*On Behalf of Their Respective Members*

June 16, 1947 .

*Published by:*

THE INTERNATIONAL LONGSHOREMEN'S AND  
 WAREHOUSEMEN'S UNION

**AGREEMENT:**

THIS AGREEMENT, dated June 6, 1947, by and between the Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Portland, Waterfront Employers of Washington, hereinafter designated as the Employers, on behalf of their respective members, and the International Longshoremen's and Warehousemen's Union, hereinafter designated as the Union.

**WITNESSETH**

The award of the National Longshoremen's Board dated October 12, 1934, as amended by agreements of February 4, 1937, July 15, 1938, October 1, 1938, December 20, 1940, October 31, 1945, March 18, 1946, March 19, 1946, July 16, 1946 and November 17, 1946, as interpreted by arbitrators in awards rendered thereunder, is hereby extended and renewed in form so amended as to read in the manner hereafter set forth. Said amended agreement shall become effective on June 16, 1947, and shall remain in effect until June 15, 1948, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

SECTION 1. The provisions of this agreement shall apply to all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock, and the direct transfer of cargo from vessel to railroad car or barge, and vice versa, when such work is performed by Employees of the companies parties to this agreement.

It is agreed and understood that if the Employers, parties to this agreement, shall sub-contract work as defined herein, provisions shall be made for the observance of this agreement.

The following occupations shall be included under the scope of this agreement: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack turners, side runners, front men, jitney drivers, lift jitney drivers, and any other person doing longshore work as defined in this section.

SECTION 2. Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8 a.m. and 5 p.m. shall be designated as straight time, but there shall be no relief of gangs before 5 p.m. All work in excess of six hours between the hours of 8 a.m. and 5 p.m. and all work during meal time and between 5 p.m. and 8 a.m. on week days and from 5 p.m. on Friday to 8 a.m. on Monday, and all work on legal holidays, shall be designated as overtime. Meal time shall be any one hour between 11 a.m. and 1 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all time worked in excess of five hours without a meal hour. When men are ordered to report for work, or are ordered back to work, on Sundays or the holidays specified in Section 7(a), they shall receive a minimum of four (4) hours' pay whether or not work starts.

SECTION 3. (a) The basic rate of pay for longshore work shall not be less than one dollar and fifty-seven cents (\$1.57) per hour for straight time, nor less than two dollars and thirty-five and one-half cents (\$2.355) per hour for overtime. Wage rates specified in this paragraph shall be subject to review at the times and in the manner hereinafter set forth.

(b) In addition to the basic wages for longshore work as provided in Section 3(a) additional wages to be called penalties shall be paid for the types of cargo, conditions of cargoes, or working conditions specified below, and additional wages to be called skill differentials shall be paid for the types of work specified below.

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

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

The said penalty cargo rates and said differentials for skill shall be the only penalty cargo rates and differentials for skill payable and none of such differentials shall hereafter be subject to alteration or amendment except by agreement of the parties hereto. The penalty

3

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

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

## I

*Basic Straight-time Rate*

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

## II

*Overtime Rate*

1. All work in excess of 6 hours between 8 a.m. and 5 p.m.
2. All work between 5 p.m. and 8 a.m. on week days, and all work on Sundays, Saturdays and legal holidays except such work as is covered by meal hour provisions set forth in III.
3. Payable when working through the noon meal hour (except on Saturdays, Sundays and legal holidays).
4. All work in excess of five consecutive straight-time hours without an opportunity to eat.

## III

*Time and one-half the Overtime Rate*

1. Payable when working through other than noon meal hour.
2. Payable when working through noon meal hour on Saturdays, Sundays and legal holidays.
3. All work in excess of five consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.
4. All work in excess of five hours when also a meal hour.

### SKILLED GANG MEMBERS STRAIGHT-TIME RATES BY PORTS

*State of Washington (except Columbia River ports)*

	B	C	D
	10c	15c	20c
Burton man .....	\$1.67		
Donkey driver .....	1.67		
Winch driver .....	1.67		

4

Hatch tender .....	1.67		
Sack turner .....	1.67		
Side runner .....	1.67		
Boom man .....	1.67		
Blade trucker .....	1.67		\$1.77 (aboard ship)
Stowing machine driver.....	1.67		
Lift jitney driver .....	1.67		
<i>Portland, Oregon and Columbia River District Ports (1)—Southwestern Oregon Ports</i>			
Gang boss .....		\$1.72	\$1.77 (Coos Bay)
Burton man .....	\$1.67		
Winch driver .....	1.67		
Hatch tender .....	1.67		
Sack turner .....	1.67		
Side runner .....	1.67		
Boom man .....	1.67		
Stowing machine driver (includes donkey driver, bull winch driver) .....	1.67		
Lift jitney driver.....	1.67		
Crane chaser .....	1.67		

- (1) When an extra man is employed at the S. P. Siding Open Dock in Portland, Oregon, as a utility man (as defined in the Labor Relations Committee Minutes of March 13, 1945) he shall receive \$1.67 straight time.

*San Francisco*

Gang boss .....	\$1.67
Winch driver .....	1.67
Hatch tender .....	1.67

*Southern California*

Burton man .....	\$1.67
Winch driver .....	1.67
Hatch tender .....	1.67
Guy man .....	1.67

SECTION 4. The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union and the respective Employers' Associations. The hiring and dispatching of all longshoremen shall be done through one central hiring hall in each of the ports of Seattle, Portland, San Francisco and Los Angeles, with such branch halls as the Labor Relations Committee, provided for in Section 9, shall decide. A branch hiring hall shall be opened in the East Bay area of San Francisco harbor. All expense of the hiring halls shall be borne one-half by the International Longshoremen's and Warehousemen's Union and one-half by the Employers. Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's and Warehousemen's Union shall pay to the Labor Relations Committee toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the International Longshoremen's and Warehousemen's Union.

SECTION 5. The personnel for each hiring hall, with the exception of dispatchers, shall be determined and appointed by the Labor Relations Committee of the port. Dispatchers shall be selected by the Union through elections in which all candidates shall qualify according to standards prescribed and measured by the Labor Relations Committee of the port. If they fail to agree on the appropriate standards or on whether a candidate is qualified under the standards, the dispute shall be decided by the Impartial Chairman or, at his discretion, by a Port Arbitrator.

Dispatchers shall hold office for one year and neither the constitution nor any rule of the Union or any of its locals shall abridge the right of a dispatcher to hold office for one year or to run to succeed himself as often as he may choose.

Both the Employers and the Union shall be permitted to maintain a representative in each hiring hall at all times.

SECTION 6. Preference of employment shall be given to members of the Pacific Coast District International Longshoremen's and Warehousemen's Union whenever available. This section shall not deprive the Employers' members of the Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

SECTION 7. (a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, Statewide Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

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

SECTION 8. The hiring and dispatching of longshoremen in all ports covered by this award other than those mentioned in Section 4, and excepting Tacoma, shall be done as provided for the ports mentioned in Section 4; unless the Labor Relations Committee in any of such ports establishes other methods of hiring or dispatching.

SECTION 9. The parties shall immediately establish and maintain during the existence of this agreement a Coast Labor Relations Committee of seven (7) members, three (3) to be designated by the Union, three (3) to be designated by the Employers, and the seventh to be the Impartial Chairman who shall be designated in accordance with the provisions of this contract. There shall also be established and maintained throughout the existence of this agreement a Port Labor Relations Committee for each port affected by this agreement composed of three (3) representatives designated by the Employers Association of the port and three (3) representatives designated by the local Union. By mutual consent any Labor Relations Committee may change the number of representatives of the respective parties. Any Coast or Port Labor Relations Committee shall meet promptly at the request of either party.

The Coast Labor Relations Committee shall have power and jurisdiction to determine any question involving the interpretation of this agreement and to decide any dispute arising thereunder. In the event that the Employer and Union members of the Coast Labor Relations Committee fail to agree on any question involving the interpretation of this agreement, or any dispute arising thereunder, such question shall be determined by the Impartial Chairman who shall preside over the Coast Committee and cast a deciding vote in the event of a tie, or who shall, upon the request of either party, preside at a formal hearing in the capacity of an arbitrator.

The Coast Labor Relations Committee shall have power to set aside

any decision or other action of any Port Labor Relations Committee and subject to the effect of Section 11(f) shall have the power to establish uniform coast working and dispatching rules for any or all ports affected hereby and to interpret and apply the same.

The parties shall endeavor to agree upon an Impartial Chairman. If they cannot so agree, the Secretary of Labor or any other person authorized by the Secretary, shall at the request of either party, appoint an Impartial Chairman. Before making such appointment the Secretary of Labor shall be requested to confer with the parties. If the Impartial Chairman shall at any time be unable or refuse or fail to act or shall resign, the same procedure shall govern for the selection of his successor or substitute.

The Impartial Chairman shall select Port Agents, one for each of the four districts of Puget Sound, Columbia River, Northern California and Southern California. All expenses of the Impartial Chairman and of the Port Agents and their respective compensations or salaries shall be equally borne by the parties. Both the Impartial Chairman and the Port Agents shall at all times be available for the performance of their respective functions and duties under the provisions of this agreement.

In the event that any Port Labor Relations Committee shall fail to agree on any question before it, such question shall be immediately referred at the request of either party, to the Coast Labor Relations Committee for decision. In the event that the Employer and Union members of the Coast Labor Relations Committee fail to agree on any question involving the interpretation of this agreement, or any dispute arising hereunder, or upon any other question of mutual concern not covered by this contract and relating to the industry, such question shall be determined by the Impartial Chairman under the procedures hereinabove set forth.

The Impartial Chairman shall have power to hear and determine any complaint of either party concerning alleged violations of the provisions of this agreement and shall have power to finally and conclusively determine the same.

Disputes as to work stoppages properly before the Labor Relations Committee or the Impartial Chairman shall have precedence over all other disputes, without waiver of any rights of the Longshore Union or the Waterfront Employers Association under the grievance procedure of the contract.

All meetings of the Coast Labor Relations Committee and all arbitration proceedings before the Impartial Chairman shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing. All decisions of the Impartial Chairman shall be given in duplicate and shall be in writing signed by the Impartial Chairman and shall be delivered to the respective parties.

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

The Impartial Chairman, at the joint request of the parties in any specific case, shall appoint a Port Arbitrator to determine a dispute unresolved by the Port Labor Relations Committee, if in the judgment of the Impartial Chairman, the issue involved in such dispute is not one of coastwide significance.

Arbitration proceedings before any Port Arbitrator shall be conducted in the same manner as proceedings before the Impartial Chairman.

All decisions of the Impartial Chairman and of any Port Arbitrator shall be final and binding upon all parties.

SECTION 10. Subject to the control and directions of the Coast Labor Relations Committee, the duties of the Port Labor Relations Committee shall be:

(a) To maintain and operate the hiring hall;

(b) To have complete control of the registration lists of the regular Longshoremen of the Port including the power to make such additional registrations of the longshoremen as may be necessary; no longshoremen not on such a list shall be dispatched from the hiring hall or employed by any Employer while there is any man on the registered list qualified, ready and willing to do the work;

(c) To decide questions regarding rotation of gangs and extra men; revision of existing lists of extra men and of casuals; and the addition of new men to the industry when needed;

(d) To investigate and adjudicate all grievances and disputes relating to working agreements.

(e) To decide all grievances relating to discharges. The hearing and investigation of grievances relating to discharges shall be given preference over all other business before the Committee. In case

of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time;

(f) To decide any other question of mutual concern relating to the industry and not covered by this agreement.

SECTION 11. (a) Subject to the control and direction of the Coast Labor Relations Committee, the Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Standard gangs shall uniformly consist of ship gangs only; the constitution of ship gangs shall follow the port practice as provided in the War Labor Board order of August 18, 1945. All gangs larger than a standard gang and all longshoremen who are not members of regular gangs shall be dispatched only as ordered by the Employer. Subject to this provision and to the limitations of hours fixed in this agreement, the Employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the foregoing provisions, 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.

(b) The longshoremen shall perform work as ordered by the Employer in accordance with the provisions of this agreement. If a dispute arises concerning the manner in which work shall be carried on it shall continue in accordance with the orders of the Employer, except in those cases where the longshoremen in good faith believe that to do so is to immediately endanger the health and safety of the men.

The Impartial Chairman's instructions to Port Agents shall be those set forth in the document entitled "Instructions to Arbitrator's Agents" dated August 19, 1941, except as the same may be amended by mutual agreement or by the Impartial Chairman. Each of the Port Agents shall at all times function under and in accordance with the decisions and directions of the Impartial Chairman. The Port Agents shall be available to render prompt interim rulings at the request of either party on all minor disputes arising on the job.

(c) The Employer shall have the right to discharge any man for

incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this agreement, and upon the discharge of the longshoreman by an Employer, such longshoreman shall not be dispatched to such Employer until his case shall have been heard and disposed of before the Labor Relations Committee. If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 10.

(d) It is agreed that the Employers shall be free so far as they desire to do so to place into immediate use all labor saving devices and labor saving equipment; and the Employers shall at all times in the future be free, without interference from the Union or its members, to introduce such labor saving devices and to institute such methods of loading and discharging cargo as they consider to be the best conduct of their business, provided such methods of discharging and loading are not inimical to the safety or health of the Employees.

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

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

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

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

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

11

(e) All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their Employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. Any Employer may file with the Union a complaint against any member of the Union, and the Union shall act thereon and notify the Labor Relations Committee of its decision within ten (10) days from the date of receipt of the complaint.

After the expiration of ninety (90) days from this date, if the Employers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following independent procedure may be followed.

The Port Labor Relations Committee shall have the power and duty to impose penalties on longshoremen who will be found guilty of stoppages of work, refusal to work cargo in accordance with the provisions of this agreement, or shall leave the job before relief is provided, or who shall be found guilty of pilfering or broaching cargo, or be found guilty of drunkenness, or shall in any other manner violate the provisions of this agreement or any award or decision of an Impartial Chairman or Port Agents. If any Labor Relations Committee shall fail to agree upon the imposition of a penalty, or the adequacy thereof, the matter shall then go before the Coast Labor Relations Committee.

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

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

Maximum penalty, discretionary.

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

For Drunkenness and for Smoking in prohibited areas:

First offense: Suspension for 15 days.

Second offense: Suspension for 30 days.

Succeeding offenses: Minimum penalty, 60 days' suspension.

Maximum penalty, discretionary.

12

(f) All local port dispatching, working and safety rules in effect at this time shall continue in effect until changed or superseded by mutual consent.

(g) (1) The Employers shall provide safe gear and safe working conditions. The Union and the Employers agree to 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, except as modified by the parties.

(2) The Union and the Employers recognize that longshore employment is especially hazardous to life, limb, and health; that every possible effort should be made at all times by the Employers and Employees to eliminate or reduce to an absolute minimum the hazards involved; and that the attainment of this latter objective requires full and sincere cooperation between the parties to this Agreement and full cooperation with the Safety Commission.

(3) Pursuant to the principles set forth above, the Union and the Employers agree that there shall be created forthwith a Longshore Safety Commission, hereinafter called the Commission. The Commission shall investigate all the problems of health and safety in longshore employment under this Agreement (excepting the administration of safety rules); the present rules and practices pertaining thereto and the experience thereunder; and proposals for the improvement of such rules and practices. Nothing in this safety agreement shall be interpreted so as to restrict the scope of the Safety Commission's investigations and recommendations into all problems of health and safety.

(4) Mr. N. P. Feinsinger will submit as expeditiously as possible a list of names for consideration by the parties in selecting the members of the Longshore Safety Commission. Each of the parties shall have the right to reject any or all of such names. In the event the parties have not agreed on three (3) members from such list to constitute the Longshore Safety Commission within ten (10) days after such list is submitted to each of them by Mr. Feinsinger, the Impartial Chairman under the Longshore contract shall appoint any or all of the three (3) members of the Longshore Safety Commission not theretofore agreed upon by the parties.

(5) Immediately following its appointment the Commission shall meet with the parties in San Francisco to obtain their suggestions as to its procedure. The Commission shall then proceed to make

such investigations as it may deem necessary to accomplish the purposes of this Section. The Commission shall have authority to formulate rules for the conduct of its meetings and its investigations. All necessary fees and expenses of the Commission not otherwise provided for, shall be shared equally by the Union and the Employer.

(6) The Commission shall submit a written report and written recommendations, which shall be advisory only, to the parties within thirty (30) days following the commencement of its investigations, or such additional period as the Commission may find necessary for the proper performance of its duties.

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

- (1) CANNED GOODS—
- |                                       |                        |
|---------------------------------------|------------------------|
| 24-2½ tall, 6-12's tall and 48-1 tall |                        |
| (including salmon) .....              | 35 cases to sling load |
| when loads are built of               |                        |
| 3 tiers of 12.....                    | 36 cases to sling load |
| 24-1 tall .....                       | 60 cases to sling load |
| 24-2's tall .....                     | 50 cases to sling load |
| 6-10's tall .....                     | 40 cases to sling load |
| Miscellaneous cans and jars.....      | Maximum 2100 lbs.      |
- (2) DRIED FRUITS AND RAISINS (Gross Weight)—
- |                   |                        |
|-------------------|------------------------|
| 22 to 31 lbs..... | 72 cases to sling load |
| 32 to 39 lbs..... | 60 cases to sling load |
| 40 to 50 lbs..... | 40 cases to sling load |
| 24-2 lbs.....     | 35 cases to sling load |
| 48-16 oz.....     | 40 cases to sling load |
- (3) FRESH FRUITS—Standard Boxes—
- |                        |                        |
|------------------------|------------------------|
| Oranges—Standard ..... | 27 boxes to sling load |
| Oranges—Maximum .....  | 28 boxes to sling load |
| Apples and Pears.....  | 40 boxes to sling load |
- (4) MISCELLANEOUS PRODUCTS—
- |                                     |                        |
|-------------------------------------|------------------------|
| Case Oil—2.5 gal. cans (Hand Hauled |                        |
| to or from ship's tackle).....      | 18 cases to sling load |

## MISCELLANEOUS PRODUCTS (Continued)—

(Power hauled to or from ship's tackle) ..	24 cases to sling load
Cocconut .....	12 cases to sling load
Tea—Standard .....	12 cases to sling load
Tea—Small .....	16 cases to sling load
Copper (Large) .....	5 slabs to sling load
Copper (Small) .....	6 slabs to sling load
Copper (Bars) .....	9 bars to sling load
Cotton, under standard conditions.....	3 bales to sling load
Rubber (1 tier on sling) maximum of.....	10 bales to sling load
Gunnies, large .....	2 bales to sling load
Gunnies, medium .....	3 bales to sling load
Gunnies, small .....	4 bales to sling load
Rags, large (above 700 lbs.).....	2 bales to sling load
Rags, medium (500 to 700 lbs.).....	3 bales to sling load
Rags, small (below 500 lbs.).....	4 bales to sling load
Sisal, large .....	3 bales to sling load
Hemp, ordinary .....	5 bales to sling load
Jute (400 lb. bales).....	5 bales to sling load
Pulp, bales weighing 350 lbs. or more.....	6 bales to sling load
Pulp, bales weighing 349 lbs. or less.....	8 bales to sling load
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less.....	4 drums to sling load
(When using Chine Hooks)	
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less on board (capacity of board—1 tier) maximum of .....	5 drums to sling load
Barrels, wood, heavy, containing wine, lard, etc. (capacity of board—1 tier) on (When using Chine Hooks)	
Barrels, wood, heavy, containing wine, lard, etc. (capacity of board—1 tier) on board—maximum of .....	4 bbls. to sling load
Barrels, wood, containing Dry Milk, sugar, etc. ....	6 bbls. to sling load
(Present port practice or gear in handling drums of asphalt or barrels shall not be changed in order to increase the load.)	
Newsprint, rolls .....	2 rolls to sling load
Newsprint, rolls.....	1 when wgt. 1800 lbs. or over

15

## (5) SACKS—

Flour—140 lbs. ....	15 sacks to sling load
Flour— 98 lbs. ....	20 sacks to sling load
Flour— 49 lbs. ....	40 sacks to sling load
Flour— 49 lbs. (in balloon sling).....	50 sacks to sling load
Cement .....	22 sacks to sling load
Wheat .....	15 sacks to sling load
Barley .....	15 sacks to sling load
Coffee—Power haul from and to ship's tackle .....	12 sacks to sling load
Coffee—Hand haul from and to ship's tackle .....	8 sacks to sling load
Other sacks—Maximum .....	2100 lbs. to sling load

(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 bulk head 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

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

No Port Labor Relations Committee shall have power to add to or alter in any respect any of the maximum loads herein provided for.

(1) Whenever a gang member fails to report and does not give sufficient notice to the Union to permit the Union to obtain a replacement, he shall be required to pay a fine of \$25.00 to the Port Labor

16



Relations Committee. If the fine is not paid within 30 days from date of the offense, the Port Labor Relations Committee may strike the name of such gang member from the registration list.

In the event that the same man shall fail to report or to obtain replacement as provided above three times in any contract year, loss of registration shall be mandatory.

The Union may request the Port Labor Relations Committee to reconsider action taken pursuant to the above provision on a showing that failure to report or supply a replacement was due to causes entirely beyond the control of the gang member or the Union, but reconsideration may be requested only when there is a clear showing that no imputation of blame attached to the gang member.

SECTION 12. There shall be no discrimination by the Employers or by anyone employed by the Employers against any registered longshoreman and/or any member of the Union because of union membership and activities, race, creed, color, national origin, or religious or political beliefs.

SECTION 13. (a) Each member of the Waterfront Employers Association of the Pacific Coast agrees to pay a proportionate share of the vacation pay of each longshoreman working in any particular port, the amount of and the eligibility for such vacation to be fixed in accordance with paragraph (b) hereof, and the individual share of each member to be determined as follows:

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

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

(b) In any calendar year:

17

(I) All longshoremen who were registered for one year ending on December 31st of the previous calendar year, shall receive one week's vacation with pay equal to forty hours at the prevailing straight time rate provided also that such longshoremen have worked the qualifying number of hours in the previous calendar year.

(II) 1344 shall be the qualifying number of hours in the calendar year 1946 and succeeding years. 1500 shall be the qualifying number of hours for previous years.

(III) All longshoremen who were registered for two years ending on December 31st of the previous calendar year shall receive two weeks' vacation with pay equal to 80 hours at the prevailing straight time rate, provided also that such longshoremen have worked the qualifying number of hours in each of the two previous calendar years.

(IV) Any longshoreman who was registered in the industry prior to January 1, 1944, and whose work in the industry has been interrupted by service in the armed forces or merchant marine shall be entitled to two weeks' vacation with pay if he worked the qualifying number of hours in the industry in the previous calendar year.

(V) Any longshoreman who has earned a vacation in the year immediately preceding any given year in which he has not qualified for vacation because of failure to work the qualifying number of hours by reason of certified illness, accident, services to the Union as an official thereof, or service as an employee of the Labor Relations Committee, shall for the year following be entitled to a two weeks' vacation with pay if he performs the qualifying number of hours' work in that year.

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

(VII) If a longshoreman shall have worked during the preceding calendar year at more than one straight-time rate of pay, his vacation pay shall be calculated on the basic longshore rate of pay then prevailing unless during the second half of such year he shall have continuously worked at a higher rate, in which event the higher rate shall be used.

18

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

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

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

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

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

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

SECTION 14. In the event of an ultimately binding court decision holding that the present contractual overtime provisions are not in conformance with the overtime requirements of the Fair Labor Standards Act, then forthwith the agreement shall be subject to termination and renegotiation at the request of either party.

SECTION 15. On December 15, 1947, and semi-annually thereafter, the basic straight and overtime rates shall, at the request of

either party, be reviewed and, if the parties cannot agree shall, at the request of either party, be determined by the Impartial Chairman. The party desiring wage review shall give notice of such desire not less than thirty days prior to the date on which wage review is requested.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on June 6, 1947.

WATERFRONT EMPLOYERS ASSOCIATION OF THE  
PACIFIC COAST on behalf of

WATERFRONT EMPLOYERS OF WASHINGTON

WATERFRONT EMPLOYERS OF PORTLAND

WATERFRONT EMPLOYERS ASSOCIATION OF  
CALIFORNIA and their respective members:

(Signed) F. P. FOISIE

(Signed) HENRY W. CLARK

(Signed) J. A. ROBERTSON

INTERNATIONAL LONGSHOREMEN'S AND WARE-  
HOUSEMEN'S UNION

(Signed) HARRY BRIDGES

(Signed) MICHAEL JOHNSON

(Signed) COLE JACKMAN

TABLE OF L SHORE STRAIGHT TIME, OVERTIME AND PENALTY HOUR WAGE RATES  
FOR WORKING GENERAL AND PENALTY CARGOES,  
PACIFIC COAST

Penalty Commodities and Conditions of Work	Rates payable to Gang Members, including Dockmen, except as noted below.			Total wage rates made up by adding skill differential and penalty cargo rate to the basic straight-time rate; with overtime and penalty hour rates.* (See page 6, Columns B, C and D for list of skills.) *When employed.								
	A			B (10c)			C (15c)			D (20c)		
	I S.T.	II O.T.	III 1/2 x O.T.	I S.T.	II O.T.	III 1/2 x O.T.	I S.T.	II O.T.	III 1/2 x O.T.	I S.T.	II O.T.	III 1/2 x O.T.
When working on cargo which takes no penalty.....	1.57	2.355	3.5325	1.67	2.505	3.7575	1.72	2.58	3.87	1.77	2.655	3.9825
For shoveling all commodities ex- cept on commodities earning higher rate.....	1.77	2.655	3.9825	1.87	2.805	4.2075	1.92	2.88	4.32	1.97	2.955	4.4325
To Boardmen stowing bulk grain....	1.87	2.805	4.2075	1.87	2.805	4.2075	1.92	2.88	4.32	1.97	2.955	4.4325
For handling bulk sulphur, soda ash and crude untreated potash....	2.02	3.03	4.545	2.12	3.18	4.77	2.17	3.255	4.8825	2.22	3.33	4.995
Untreated or offensive bones in bulk For handling phosphate rock in bulk.....	2.37	3.555	5.3325	2.47	3.705	5.5575	2.52	3.78	5.67	2.57	3.855	5.7825
When handling following commod- ities in lots of 25 tons or more	1.67	2.505	3.7575	1.77	2.655	3.9825	1.82	2.73	4.095	1.87	2.805	4.2075
Alfalfa Meal.....												
Untreated or offensive bones in sacks.....												
Caustic soda in drums.....												
Celite and Decolite in sacks.....												
Coal in sacks.....												
Cement.....												
Sacks: Loading only and to apply to the entire loading operation where table or chutes are used and the men are handling sacks weighing 120 lbs. or over on the basis of one man per sack.												
Salt blocks in sacks.....												
Scrap metal in bulk and bales, excluding rails, plates, drums, carwheels, and axles.....												
Soda ash in bags.....												
Sulphur, dehydrated, in sacks....												
When the following cargoes are leaking or sifting because of dam- age or faulty containers.....	1.67	2.505	3.7575	1.77	2.655	3.9825	1.82	2.73	4.095	1.87	2.805	4.2075
Aniline dyes.....												
Fish oil, whale oil and oriental oils, in drums, barrels or cases.												
Lamp black.....												
To hold men and boom men only: Creosoted products out of water				1.77	2.655	3.9825	1.82	2.73	4.095	1.87	2.805	4.2075
Hold men:.....	1.77	2.655	3.9825									
				1.87*	2.805	4.2075						

\*and Side runner, only when used.



# WORKING AND DISPATCHING RULES

International Longshoremen's and  
Warehousemen's Union, Local 10  
Affiliated with the Congress of  
Industrial Organizations



(Adopted as amended 1947)

42

## GENERAL MEMBERSHIP

### Dispatching Rules

1. Any registered longshoreman not using the hiring hall for the purpose of obtaining a job under jurisdiction of the hiring hall shall, for the first offense, be given thirty (30) days off and put at the bottom of the registration list, and for the second offense, the cancellation of registration.
2. Any member of any non-paid committee who loses time serving on said committee, shall be allowed to make up the time. He may ask the dispatcher for the first available job within seven (7) days without plugging in.
3. When registered men from Local 10 work in other ports their time shall be recorded against San Francisco port time.
4. Any member who has lost time due to being cited before any committee and his case is dismissed, or he appears as a witness, shall be allowed to make up the time lost. The Dispatcher shall give him a job upon request within seven (7) days. The committee chairman shall issue a written statement to such effect, said statement shall be surrendered to dispatcher by member.
5. There shall be no gambling of any kind in the hiring hall at any time.
6. All lift drivers who have been qualified by the Navy at Port Chicago are to register with the Chief Dispatcher for the purpose of rotating and equalizing their time.
7. Traveling time of one (1) hour or more shall count against the port time.

1

8. Earnings shall be equalized by computing port time as follows: One (1) hour overtime shall be counted as one and one-half (1½) hours straight time.

### Working Rules

1. Any man who, upon request, refuses to show steward his credentials, shall be returned to the hall and cited for misconduct in failing to abide by regulations and decisions of the Union and be subject to a fine of five dollars (\$5.00). (Adopted May 17, 1943.)
2. All members stand instructed to turn to on time and not quit the job until the gang foreman tells them. Men are not to leave the dock during working hours, except for a valid reason.
3. Time to report for work:
  - (a) When transportation is provided gangs and men shall be at the bus fifteen (15) minutes prior to the time bus is scheduled to leave.
  - (b) Gang Foreman shall wear a button designating gang foreman and the gang number, in checking men in at the buses.
4. Gangs or men shall clean holds when ordered to do so.
5. Any member who turns to ahead of time, to start work for any purpose whatsoever, shall be fined:
  - 1st offense—5 days suspension of work.
  - 2nd offense—20 days suspension of work.
  - 3rd offense—Cancellation of registration.
6. Gangs or men who receive six (6) hours or less work for three (3) days consecutively may be replaced. They may work the following day.
7. All members desiring special work privileges shall appear before the Executive Board. Upon being granted said privileges they shall carry letter of authorization at all times.
8. Any member delinquent in dues shall not be allowed to work without permission from the Executive Board.
9. Delinquent members shall be fined one dollar (\$1.00) each day they are in arrears; to be collected at the time they come in to pay dues. (Adopted November 15, 1944.)
10. All members shall cooperate with union watchmen and shall not hold unnecessary conversation with non-union watchmen, except to convince them to join the union.
11. Men shall be knocked off if they do not answer citations. (Adopted March 6, 1939.)
12. Members shall not handle any cargo on or off any truck, auto, team or other vehicle which, in any instance, would do away with the hiring of a lumper, helper or teamster, except in the case of heavy lifts and/or frozen products.
13. Officials and Labor Relations Board members shall be instructed not to send men to Monterey unless six (6) hours traveling time is paid. (Adopted May 31, 1939.)
14. When a dispute arises on the job in relation to Section 11(b) of the Contract or the port practice of the ten (10) and twelve (12) hours work shift, the steward shall endeavor to contact an official. The official shall decide whether work shall continue.
15. Any member or gang who wilfully violates the ten (10) and twelve (12) hour rules of this port shall be cited before the Grievance Committee and if found guilty shall be

2

3

given one (1) week off, until such time as the Labor Relations Committee succeeds in establishing the eight (8) hour day shift and six (6) hour night shift, with two (2) hours leeway for shifting and sailing.

16. Gang to leave job as a unit. (Adopted December 12, 1938.)

17. Gangs and men shall stay on the job until foreman knocks them off.

18. In the event of the death of a member of a gang the entire gang should lay off and attend the funeral of the deceased member.

19. Any member who rushes buses at any time and uses windows or emergency door in place of regular entrance, shall be subject to the A-B-C penalties.

20. No man shall stay on board when a ship is shifting from one dock to another.

21. Union members of the Labor Relations Committee shall stand instructed to vote for cancellation of registration of any man found guilty of smoking in a forbidden area on an explosive job. (Adopted May 16, 1945.)

22. Any man found guilty of being under the influence of intoxicating liquor on an explosive job shall be penalized with a thirty (30) day lay-off and shall be forbidden to work explosives in the future. (Adopted May 16, 1945.)

23. When a man is sent home for being drunk when working in the East Bay or up country he will receive no travel time or fare and the man who replaces him will receive the travel time and fare for the day.

4

must appoint assistant to carry on when he is not present. (Adopted January 6, 1936.)

31. It is advisable to report pilfered cargo to Walking Boss.

32. The maximum sling load of lath is six (6) tiers high, consisting of a maximum of thirty (30) bundles. (Arbitrator's Award.)

(a) Standard lumber load not to exceed twenty-four by twenty-four (24x24) and winch drivers are instructed not to hoist loads that endanger the men.

33. Babassu nuts standard shall not exceed fourteen (14) sacks per sling load. (Arbitrator's award.)

#### **RULES FOR VISITORS**

1. Working visitors from other longshore locals shall not exceed one percent (1%) of the number of registered members of this port, unless exceptions are made by the membership to fit the needs of the port. They shall be book members only and have clearance from their local.

2. Visiting permits shall be limited to thirty (30) days and shall be extended by the Executive Board, for extenuating circumstances only. No visitor shall be allowed to return within a year unless conditions warrant so.

3. All visiting members shall have the same privileges of work opportunity as the regular membership and shall be subject to all conditions and rules governing the port. They shall pay one dollar (\$1.00) per month as their pro-rata share of the Hiring Hall expense.

4. Visiting members found guilty of chiseling or violating any port rules or policies concerning working conditions,

6

24. Boss and steward shall have authority to send a man back to hall who is drunk or in other ways breaks working rules. Boss and steward to sign charges and refer man to Grievance Committee. Boss and steward need not appear. (Adopted January 3, 1940.)

25. Penalty for drunks:

1st offense—7 days off.

2nd offense—14 days off.

3rd offense—30 days off. (Adopted March 12, 1941)

The above-Mentioned penalties regarding drunks shall be applicable to drunks actually working on jobs and others showing up drunk on jobs shall be penalized subject to conditions. (Adopted March 17, 1941.)

26. At East Bay Terminals the members of ILWU Warehouse Local 6 shall pile up or take down made up lift board loads, when they are to be piled or are piled more than one load high. When freight is to be high piled by passing up by hand it is the jurisdiction of Local 6 at such terminals.

27. When two or more gangs are short of men with no men available, members of the shortest gang are requested to fill up the other gangs so that they are able to turn to.

28. When a gang is transferred to another company the same day, they shall receive overtime after six (6) hours and shall lose no time in transferring from one company to the other.

29. Temporary stewards shall be elected on all jobs where no regular steward is present, such as: car jobs, swing men, swampers, lumber jobs, etc.

30. No gangs are to work without a steward and steward

5

safety or dispatching rules, shall have their permits picked up and not allowed to work in the port for two (2) years.

#### **GANGS AND GANG MEMBERS**

##### **Dispatching Rules**

1. All men steady in gangs shall turn in their plugs. Violators of this rule shall be fined five dollars (\$5.00).

2. All members in gangs are to cooperate with the Dispatcher at all times in accepting jobs. Failing to do this the entire gang shall be cited before the Executive Board and if found guilty the gang will be broken up and men penalized. If the Dispatcher fails to cite such gangs he, himself, shall be cited.

3. All men joining a regular gang shall stay in gang (30) days.

4. When a member of a gang leaves he shall plug in for two (2) weeks before joining a new gang.

5. Gangs shall choose new gang foremen from the regular or extra boss' list.

6. When a gang wishes to remove its gang foreman or any member of the gang, a vote must be held with the Business Agent present. (Adopted July 11, 1946.)

7. Whenever a gang is dispossessed of a gang foreman, the gang steward shall take charge temporarily and notify the Hiring Hall at once. The Dispatcher shall send an extra foreman for the ship or balance of job. Before the end of the job the steward shall obtain a list of regular and extra gang foremen from the Chief Dispatcher and an election for a new Gang Boss will be held. The steward then notifies the

7

Chief Dispatcher of the result of the election.

8. Members making up time on doctor's certificates shall first call at the office and pay for the sick credits that they received while sick.

9. Any gang members making up time due to injuries on the job shall count this compensation when computing time to be made up. They shall consult the Business Agent, who shall figure the amount of time to be made up.

10. Gang members may make up lost time. (Adopted December 7, 1938.)

11. No gang shall disband until after the ship or job is finished.

### **PLUG MEN** **Dispatching Rules**

1. No plug man shall be dispatched unless his plug is in the board at time of dispatch. (Adopted July 20, 1944.)

2. Plugs, after being pulled, are to be called twice in succession. Any man failing to answer to his number when his plug has been pulled and called shall have his plug retained by the Dispatcher until after the end of the similar dispatching period the following day. (Adopted May 1, 1946.)

3. Any man without a specific exemption who refuses a job when his plug is pulled shall have his plug retained by the Dispatcher until after the end of the similar dispatching period the following day. (Adopted March 25, 1942.)

4. No registered man working off the plug board shall be dispatched from standby unless his plug was in the board

8

tion of this rule shall be five dollars (\$5.00) or five (5) days suspension. Steward to be present with gang foreman when men check in. (Adopted January 23, 1946.)

15. Plug men are to stay with the gang working Friday and ordered back for Monday. (Adopted July 31, 1946.)

16. No plug man shall work over the weekly port hours, other than to finish job or ship for which a ten (10) hour leeway shall be allowed. No plug man shall use the ten (10) hour leeway more than two (2) weeks in succession or have more than ten (10) hours over the port time at the end of the period. Plug men shall not work more than ten (10) hours a week over the weekly port time to catch up to the port hours, unless there are no other men available. They shall plug in on make-up section of board.

17. When a plug man replaces himself it shall be for the rest of the ship or job.

18. Plug men shall not work ammunition more than the limit of days set by the Dispatcher.

### **DOCK MEN** **Working Rules**

1. Men shall change shifts under the hook every two (2) hours. (Swing men excluded.) (Adopted January 21, 1935.)

2. When there is more than one-half (1/2) hours work on board, all gang members (including jitney drivers but excluding two (2) hook-on men) may be ordered aboard ship to assist in the shifting of cargo when needed. (Arbitrator's Award.)

3. Four (4) men must work in each car when discharging or loading pig iron, etc. (Adopted February 3, 1936.)

10

and not called before the close of the regular night dispatch.

5. No one but the dispatchers shall pull plugs from plug board. Any man who does not obtain his plug from the Dispatcher shall be subject to the A-B-C penalties.

6. No man shall plug in while working.

(a) Consistent violators shall be deemed as chiselers on plug board and chiselers' penalty shall apply.

(b) There shall be no exception to this rule.

7. All men caught chiseling on the plug board shall be cited before the Grievance Committee and for the first offense the penalty shall be thirty (30) days off, the second offense shall mean a cancellation of registration.

8. There shall be no distinction between dock and hold men, other than in the exemption board section.

9. No man shall alter his dispatch slip.

10. Dispatch slips are not transferrable. Violation is thirty (30) days off.

11. Members desiring exemption card shall first appear before the Executive Board with a doctor's certificate showing why request is justified. Other than a union doctor's certificate shall be countersigned by the Union doctor.

12. When being dispatched the member must show his exemption card upon request of the Dispatcher.

13. Any member who accepts a job during afternoon dispatching hours and replaces himself after six (6) p.m. without turning to shall be cited to the Grievance Committee. (Adopted September 8, 1941.)

14. All dispatched men must first contact the steward in order to have their records checked for good standing. Viola-

9

4. When two (2) jitneys are used hauling to the hatch, there shall be two (2) extra men at the pile when building load.

5. When trailers are used in short gangs, there should be at least four (4) men on the dock.

### **HOLD MEN** **Working Rules**

1. Hold men may be ordered on to the dock to assist the dock men when needed. Four (4) men should be left in the hold.

2. As a general principle it is agreed that it is unnecessary to order hold men to assist dock men when the haul on the dock is short, but the decision as to the distribution of the men is the function of the employer.

(a) It is agreed that a short haul is when none of the cargo is actually trucked a greater distance than the width of the dock. (Arbitrator's Award.)

### **WINCH DRIVERS** **Working Rules**

1. If there is a question of safety in the use of extension handles, the Business Agents shall be called to render a decision.

2. Extension levers shall be used only as a safety measure provided for in the Safety Code Rule 425, and not to be used as a means of eliminating personnel or speeding up work.

3. When winches are driven single there shall be no less than (3) men on the job.

4. All visiting winch drivers shall be investigated by the Business Agent before being allowed to drive winches.

11

(Adopted November 29, 1939.)

5. Any man not conforming with Safety Rule 425 when rigging extension handles, shall be fined the A-B-C penalty.

6. Reaffirm our stand that no single winches shall be rigged to drive double. (Adopted April 30, 1942.)

7. No member shall break in driving winches until he has been in the industry three (3) years; one year of which shall be put in working as a hold man.

(a) He shall be approved by a Business Agent as to his qualifications before breaking in and again approved as to ability before working as a regular winch driver.

8. No man shall break in on winches without a bona fide winch driver assisting him.

9. Winch drivers are not to throw slings down the hold or dock at any time.

10. Winch drivers shall not read while tending hatch.

### JITNEY DRIVERS

#### Working Rules

1. When jitney driver is not required he shall work as a swing man or be given a job from the hall for the duration of time he cannot work with his gang. (Adopted January 12, 1942.)

2. When the jitney is not needed for more than one-half (½) hour, the jitney driver shall assist the dock men.

3. When pulling three (3) loads, jitney driver shall pull second load under hook after first load is hoisted.

4. Jitney driver shall leave jitneys where walking boss designates.

12

### REPLACEMENTS

#### Dispatching Rules

1. All members taking time off must first replace themselves through gang foreman. Get your gang foreman's phone number! (Adopted April 24, 1946.)

2. Men walking off the job or not waiting until replacement arrives are subject to A-B-C penalties.

3. All replacements for men in East Bay must be made through the San Francisco Hiring Hall at all times when Hall is open, until such time as Branch Hiring Hall in East Bay is established.

4. No man shall replace himself, leaving less than six (6) hours work for replacement, except for a valid reason. Constant repeaters shall be considered as chiselers and shall be cited before the Grievance Committee by Dispatcher. Gang foreman shall notify dispatcher that the replacement is for less than six (6) hours and shall also state that last day replacements are one day jobs.

5. No member shall work until the day after the date he has replaced himself for.

6. If any member replaces himself, the replacement shall be for the entire shift. (Adopted February 28, 1940.)

The A-B-C penalties shall apply to the above rules unless other provisions are listed.

### GANG STEWARDS

#### Working Rules

1. Steward and boss shall immediately notify the union office when accident occurs, even though no one is hurt.

14

5. Jitneys are not to exceed five (5) miles per hour on docks.

6. Two (2) trailers only will be used for hauling in the shed where the ship is berthed, regardless of length of haul. Three (3) trailers may be used to bulkheads, to adjoining sheds on the same pier and to adjacent piers. (Adopted July 30, 1937.)

7. At Howards Dock, when the hauling distance is beyond Section 2, post 270, or Section 3, post 326, or from Seawall Shed to Section 3, three (3) trailers is the port practice.

### SWING MEN

#### Working Rules

1. Swing men ordered by the Walking Boss for a ship can be shifted from one (1) hatch to another, but when ordered by gang foreman, swing men must work with the gang as a unit. (Adopted April 9, 1940.)

2. Swing men may be placed within the gang unit wherever the gang foreman needs them most.

### CAR MEN

#### Working Rules

1. Carmen shall not work more than seven (7) days at any one dock and shall be subject to the limitations of weekly and total port hours.

(a) Car work starts on Monday of each week and finishes on Saturday night. Men are not to be ordered back for Monday. (Adopted February 13, 1946.)

2. Carmen shall receive ten cents (10c) penalty for green hides.

13

2. All stewards of gangs shall check to see if members of their gangs have turned in their plugs to the hiring hall. (Adopted March 15, 1944.)

3. The steward shall represent the gang as its official spokesman in any dispute arising on the job.

(a) He shall report any unsafe working conditions to the Gang Foreman.

4. When a dispute arises on a job and no Business Agent is available, the gang steward shall hold a conference with other gang stewards. Their decision shall be arrived at in accordance with the contract and shall be binding upon the parties involved and the gangs or men shall continue to work.

### GANG FOREMEN

#### Dispatching Rules

1. All men desiring to be placed on the extra bosses' list or to be regular gang foreman shall be passed by the Executive Board.

2. Qualifications for gang boss:

(a) No member shall be considered for the regular boss list unless he has had five (5) years active service in the industry as a book member of this Local. (Adopted January 26, 1942.)

(b) Ability to discharge duties of Gang Boss.

(c) Sobriety and consistent cooperation with the Hiring Hall.

(d) Physical ability and age.

(e) Record for adhering strictly to the safety and working rules.

3. There shall be only two lists of gang foremen:

15



- (a) Regular gang foremen.
  - (b) Extra gang foremen, which shall consist of only those members who are handicapped through physical disability due to ill health, injury or age.
4. Men on the extra boss list shall be chosen in rotation from the plug board.
- (a) To replace a gang foreman during a temporary absence.
  - (b) To act as foreman of make-up gangs. (Adopted January 21, 1942.)
5. Any member on extra foremen list shall not plug in in any other section of the board.
- (a) No one but extra bosses can plug in on extra bosses section.
6. Extra gang foremen may replace a regular gang foreman for a specific time.
7. Gang bosses must accept orders that they are first dispatched to and the Chief Dispatcher shall stand further instructed that failure of gang boss to live up to this practice shall require that he hand his book in. (Adopted January 8, 1941.)
8. Gang Boss shall order men according to orders from Dispatcher. (Adopted February 20, 1946.)
9. Gang foremen shall order sufficient number of men immediately after receiving orders.
10. When a gang foreman places an order for a replacement, the order shall be for the specific job held by the man being replaced. (Adopted August 6, 1941.)
11. Gang Foremen shall order all men through the Hiring

16

to show cause why he should not lose his gang.

20. The Gang Foreman shall notify the Hiring Hall when his gang reaches the port time.

21. Upon completing a job all gangs shall contact the Chief Dispatcher for orders. Under no circumstances shall a gang or a Gang Boss make themselves not available for work. Violation of this rule will result in the immediate dismissal of the Gang Boss.

22. Gang Foremen shall turn in time sheets within twenty-four (24) hours upon completion of job; also at the end of the week. First offense, one (1) week off, second offense within six (6) months, boss to lose gang.

23. All foremen shall call the Hall before ordering outside men back on jobs, including men from sister locals.

24. Gang Foremen and Hiring Hall shall cite any gang member (including extra and swing men) who fails to show up and/or replace self. (Adopted September 8, 1941.)

25. When too many men are ordered by Gang Foremen and traveling time is involved, after gang foreman has tried to place extra men in other gangs and failed, gang foreman shall pay extra man travel time and two (2) hours base pay, if he so demands.

- 26. (a) Any gang boss leaving the industry for other than union business, shall lose his gang. He shall apply to Executive Board should he return and desire a gang.
- (b) When a gang foreman quits his gang for any reason other than ill health or injury, he shall not be allowed to have a steady gang for ninety (90) days.

27. All gang foremen shall have a telephone. Aid can be

18

Hall when it is open. Failing to do so he shall lose his gang. He shall not be given a gang for one (1) year. If the offense is again committed he shall be removed from the registration rolls.

12. When placing an order, Gang Boss shall inform dispatcher as to destination of bus, name of ship and pier.

13. When transportation is furnished the gang foreman or his representative shall see that his gang is full before leaving San Francisco.

14. Foreman shall turn dispatch slips on drunks back to the Hiring Hall, instead of giving them back to the drunk members. (Adopted January 22, 1941.)

15. Foremen are responsible with the duty not to allow dispatched men to work before the steward has okeyed the dispatched man's slip.

16. Gang foremen shall give the number of all men being replaced. No replacements will be accepted by the Dispatcher without the man's registration number.

17. Gang foreman shall notify Dispatcher when a replacement is for less than six (6) hours and shall also state that last day on job, replacements are one (1) day jobs.

18. Gang foremen shall make out a monthly report of men in gangs on regular form provided for that purpose and turn it in to the Chief Dispatcher by the fifth of each month.

19. When the number of men in a long gang of sixteen (16) men drops to seven (7) men or less, or a short gang drops to six (6) men or less, the Dispatcher, after allowing two (2) weeks for gang foreman to attempt to fill gang, shall at his discretion cite Gang Boss before the Executive Board

17

obtained from the Labor Relations Committee.

### Working Rules

1. The boss is in charge of the gang and has the right to fire, after consultation with steward, any man who deliberately violates working rules or the Agreement. (Adopted February 24, 1940.)

2. Gangs and men may transfer temporarily to another ship during the shift. When finishing a ship or job they may be transferred to another ship to finish the day.

3. Each foreman shall ascertain the correct number of men he has before turning to on a job. (Adopted January 22, 1941.)

4. Foreman to contact walking boss and notify him of his hours and the low gang to go in the large hatch.

5. Foremen and stewards are to report to office all sick members and any accidents on job.

6. Gang boss shall inspect visiting winch drivers' credentials before they are allowed to drive winches. He shall report any man without credentials to Business Agent.

7. Any gang boss who wilfully allows a drunk to work in his gang shall be given sixty (60) days on the plug board.

8. When gangs or men report for work and are fired before the expiration of two (2) hours the bosses are to make out time slips for two (2) hours and turn them in to the union office for consideration by the Labor Relations Committee.

9. The gang foreman shall report all lost time on jobs to the union office on forms provided by the union for this purpose.

19

10. Gang foremen shall dock any man who absents himself from his job without adequate reason, for the amount of time that the man is absent.

11. Gang foremen shall cite before the Grievance Committee any man who quits before the regular time.

12. Any union walking boss who makes his hours as a walking boss shall not work at gear work or any other work through this hiring hall or under the jurisdiction of this local. (Adopted May 14, 1941.)

13. When no relief is provided for hook-on men in short gangs, they shall take off fifteen (15) minutes each shift. The gang foremen shall not relieve the hook-on men at such periods.

14. When traveling and transportation is furnished, gangs or men shall turn to on arrival if so ordered and shall be paid at the rate prevailing.

### INSTRUCTIONS TO DISPATCHER

#### Dispatching Rules

1. The Labor Relations Committee shall set weekly port hours. The Chief Dispatcher or his assistant may raise the port hours to meet the needs of the port.

2. The Chief Dispatcher shall regulate dispatching of men and gangs to secure equal work opportunities and earnings for all registered longshoremen, within the policies adopted by the ILWU membership.

3. The gangs and men shall be rotated to the various companies as much as practicable by the Chief Dispatcher. (Adopted September 8, 1941.)

4. The Dispatcher shall arrange the gang orders in the

20

ter plug.

14. Replacement for one day and for short days shall be on green slip. Dispatcher shall call volunteers nearest to master plug.

15. One day replacements on green slips to be filled by calling for volunteers. (Adopted March 13, 1946.)

16. The Dispatcher shall keep a list of the registration numbers together with dates whenever a man is being replaced for less than six (6) hours. He shall check the list once a period for frequent repeaters who shall be considered as chiselers.

17. The Dispatcher shall dispatch extra time jobs on one-day green slips or those marked, "one day."

18. Dispatchers and gang bosses stand instructed that outside men work one day only on longshore jobs. (Adopted March 23, 1942.)

19. Dispatchers shall dispatch lumber men the same as other plug men, with time dispatched on dispatch slip. First two men to be dock men.

20. Chief Dispatcher shall not make up extra gangs until every effort has been made to contact one of the regular gangs.

21. A special section of the plug board shall be set aside for members of gangs who are behind in port hours and no man on extra time shall be dispatched while gang members, who are behind the port hours, are available.

22. Only book men from other locals shall be eligible for dispatch. (Adopted January 24, 1940.)

23. Dispatchers shall check up on new men in gang, from

22

sequence to be filled before the start of the dispatching period and in no case shall the sequence be changed to give a man a choice of jobs.

5. The Dispatcher, when giving the job order to gang foreman, shall give the name of ship and also destination of bus when furnished.

6. The Dispatcher shall not fill any jobs for six (6) a.m. dispatch the previous day, nor shall he fill any night orders prior to four (4) p.m.

7. The order of dispatching men shall be:

(a) Book plug men.

(b) Probationary men.

(c) Members of gangs making up time.

(d) Extra time.

(e) Other locals of ILWU.

8. The Dispatcher shall give no information as to length of time job will last.

9. Dispatchers shall fill in name of boss, ship and dock. (Adopted December 12, 1938.)

10. The Dispatchers shall be instructed to pull plugs every day including Sundays and holidays. (Adopted December 15, 1941.)

11. Dispatchers shall use their own discretion in giving a plug man another job after being dispatched to a short job. (Adopted October 23, 1940.)

12. Dispatching shall be on a voluntary basis between the end of the morning dispatch period to the beginning of the four (4) p.m. dispatch.

13. Volunteer jobs shall be given to man nearest the mas-

21

the gang foremen's monthly personnel report, to see that their plugs are turned in.

24. A list of gangs and bosses, stating number of vacancies in each gang, shall be posted in the window of the Hiring Hall. (Adopted March 30, 1942.)

25. The Chief Dispatcher shall place a duplicate list in the Hiring Hall window, showing the standing of all gangs. Violation shall mean citation before Executive Board. (Adopted February 26, 1941.)

26. The Dispatcher shall post a weekly dispatch list of men belonging to outside unions, the name of the union to which they belong and visiting number here. (Adopted January 10, 1938.)

27. The Chief Dispatcher shall not switch or replace gangs to build up excessive hours either on his own volition or at the request of the shipowners, except when a gang is fired. D-E-F penalty shall apply for violation. (Adopted September 8, 1941.)

28. The Chief or Assistant Dispatcher shall replace all gangs when they have their port time in. When no gangs are available he shall tell the gang foreman to work one more day and then call the hall.

29. When Dispatcher dispatches men from make-up time section he shall mark "make-up time" next to man's number on order sheet and dispatch slip.

30. The Chief Dispatcher shall be instructed to notify the dispatcher who is on phone duty to answer the phone at all times. Dispatchers are to state their names when answering phones.

23

31. In order to equalize job opportunities on ammunition, the Chief Dispatcher shall post the limit of days the plug men may work ammunition.

32. The sergeant-at-arms shall strictly attend to his duties; namely, to keep order in the Hall. He shall not handle plugs or interfere with dispatching. (Adopted December 15, 1941.)

33. No one except ILWU officials or authorized persons shall be permitted in the office section of the dispatching hall. (Adopted December 15, 1941.)

34. The Chief Dispatcher or assistants shall attend the membership, stewards and executive board meetings. (Adopted December 27, 1943.)

35. Dispatcher, with due consideration for the needs of the port, shall not have gangs standing by calling the hall from one day to another for orders.

36. Violation of replacement rule:

- (a) The Dispatcher shall list all registration numbers being replaced on dated list. The list shall be sent to the records office daily.
- (b) The Records Office shall mark an "R" on the man's record sheet for the day of replacement.
- (c) If the registration number of a replaced man appears on a time sheet for the day of replacement, the Records Office shall give the registration number to the Business Agent who shall cite the member to the Grievance Committee for violation of the replacement rule.

warehouseman.

5. Raise apron and remove platforms when ordered by the gang foreman.

6. Night gangs will set up portable night dock lights.

7. Land gear when job is finished.

8. Where an edge of cargo or a landing platform is exposed and therefore constitutes a danger of falling, the edge should be guarded by a life line.

9. To place rope slings on hook.

**DUTIES OF HOLD MEN:**

1. Trim gear and put on the saddles and/or extension levers on winches, in conformance with Safety Rule #425.

2. Remove hatch covers and strong backs.

3. Cargo lights will be set up by the sweepers.

**DUTIES OF GEAR MEN:**

1. Repair all gear and splice slings.

2. Place each set of gear abreast the hatch to be worked.

3. At no time will the gear man or walking boss go aboard to perform the duties of longshoreman, such as trim gear, remove the hatches, or rig the winches with saddles and/or extension levers.

**PENALTIES FOR VIOLATIONS OF DISPATCHING, WORKING AND SAFETY RULES, EXCEPT WHERE OTHERWISE PROVIDED FOR, SHALL BE:**

**For Members**

First Offense—A penalty.....	\$ 5.00
Second Offense—B penalty.....	10.00

37. D-E-F penalties shall apply for violation of above rules.

38. Gangs or men receiving less than six (6) hours when finishing a job, may be assigned to another job the same day.

39. Dispatchers shall fill orders for dock men from the exemption board, whenever possible.

**CROCKETT**

**Working Rules**

1. It is understood that the sweepers will continue to handle lines, for longshore pay, but shall not spot tables or handle gear.

2. As a safety precaution full water cans should be lowered into the hold on the hook.

3. Gang shortages shall be obtained through the Crockett Warehouse Union, ILWU Local 6. Crockett Warehousemen shall finish the ship on raw sugar only.

4. When the gangs complete discharging sugar at Crockett, they shall be released.

**DUTIES OF DOCK MEN:**

1. Hook-on gear and save-all to be sent aboard ship.

2. Set the tables and platform in place.

3. It is understood the first place of rest for raw sugar is the traveling belt or scales, except wet bags which are to be placed clear of the scales and table where they can be picked up by the warehousemen.

4. Torn bags are to be set out where they can be repaired by the sweeper before being placed on the scales by the

Third Offense—C penalty.....One week off

**For Officials**

First Offense—D penalty.....\$ 5.00

Second Offense—E penalty.....10.00

Third Offense—F penalty.....Trial Committee

The Grievance Committee shall recommend that any registered member who is guilty of violation of any one rule a fourth time, or a constant violator of union rules, shall have his registration cancelled.

**SAFETY RULES**

1. No longshoreman shall go aloft for any reason.

2. All freight cars to be moved will be pushed; no cars to be moved unless men, with blocks to throw under wheels, are alongside.

(a) No freight cars shall be towed under any circumstances. When cars cannot be pushed, use car moving bars.

3. When men are stowing cargo under the hook or close enough to jeopardize their safety, the winch driver shall not lower loads into the hold until the previous one is stowed.

4. When discharging cargo under the hook, the winch driver shall see that the men step in the clear before hoisting loads.

5. No man shall be required to work near exposed garbage.

6. No man shall ride hoisting gear at any time, except in case of injury or illness. Violators and winch drivers involved shall be subject to the A-B-C penalties.

7. No man shall go over the side of deck loads to rig or secure gear, unless there is ample space to stand.

8. Winch drivers shall not drive winches double when any part of the ship, such as stays, are too close to hatch coaming, as on Liberty #1 hatch, and jeopardize his safety.

9. When two gangs are rigging gear for the same hatch, only one boom shall be raised or lowered at a time. Warning shall be given all men to stand in the clear.

10. Water cans shall be hoisted on cargo hook and not lowered into hold on a line.

11. In conjunction with Safety Code Rule #504, foremen or winch drivers shall see that men keep their fingers in the clear from the end of strong backs when placing them in their sockets.

### GENERAL RULES

#### Rotation of Opportunity to Work Ammunition

1. Plug men desiring to work ammunition shall be given a work card by the Dispatcher with printed dates covering one hundred fifty-fifth (155) period to the one hundred fifty ninth (159) period. Such card will be renewed upon expiration.

2. Ammunition cards shall be issued by the Dispatcher between regular dispatch periods.

3. A vertical box with a glass face shall be so designed as to permit the Dispatcher to pull the card from the bottom. Said box to be kept within view from the front of dispatch window at all times.

4. Plug must be in board for all jobs including ammuni-

tion as per membership ruling.

5. When ammunition jobs are being pulled Dispatcher shall remove card from box, calling plug number. When plug man responds he shall tell Dispatcher position of plug in board, which shall be returned to him.

6. Cards not answered shall be checked at the end of the dispatch against the missed plug list. Any card number on said list shall be returned to top of box.

7. Cards also shall be checked against plugs remaining in board. Numbers found in board go back to top of box.

8. Remaining unanswered cards shall be placed in bottom of box for not more than three (3) consecutive dispatching days.

9. It shall be the responsibility of the gang foreman or walking boss to punch the respective date on card of men working ammunition under their jurisdiction.

10. Gang stewards shall examine ammunition cards of all plug men.

11. When plug man returns from job he shall return card to Dispatcher who shall place card in top of box.

## A Note on the strike of 1948.

Another test of longshore strength came in 1948 when the heavy players in the Waterfront Employers Association decided the time had come to pressure President Truman to use the new Taft-Hartley law to deprive the ILWU of all of its gains. An anti-labor Congress passed Taft-Hartley, also known as the Labor-Management Relations Act, over President Truman's veto in 1947. The act outlawed the hiring hall, preferential hiring for union members, secondary boycotts, and strikes over jurisdictional issues, knocking down many of the building blocks for union strength. It also eroded the right to strike by giving the NLRB power to issue injunctions against boycotts and strikes it deemed illegal, and allowing the President to impose an 80 day "cooling-off" period during strikes deemed harmful to the "national interest." In another inroad on workers' rights and liberties, the Act required elected union leaders to sign affidavits stating they were not Communists before they could hold office (a provision the ILWU later successfully challenged in court).

Armed with these federal statutes, the employers entered contract talks demanding that the ILWU give up the hiring hall on the grounds that it was "illegal." The union countered with a demand to continue the hall, as well as a series of contract changes, including higher wages, shorter hours, revised vacation rules and improved safety conditions.

The National Labor Relations Board (NLRB) decided to try out another part of the Taft-Hartley law for the first time, and force the workers to vote on the employers' "last offer."

The ILWU's Coast Longshore Caucus recommended that the rank and file boycott the NLRB poll to protest government restrictions on the union's bargaining power. The result of the vote, as certified by the NLRB after three days of attempted polling, was an unprecedented show of union strength and solidarity: of the 26,965 employees eligible to vote, each and every one heeded the union's call to boycott and not one ballot was cast.

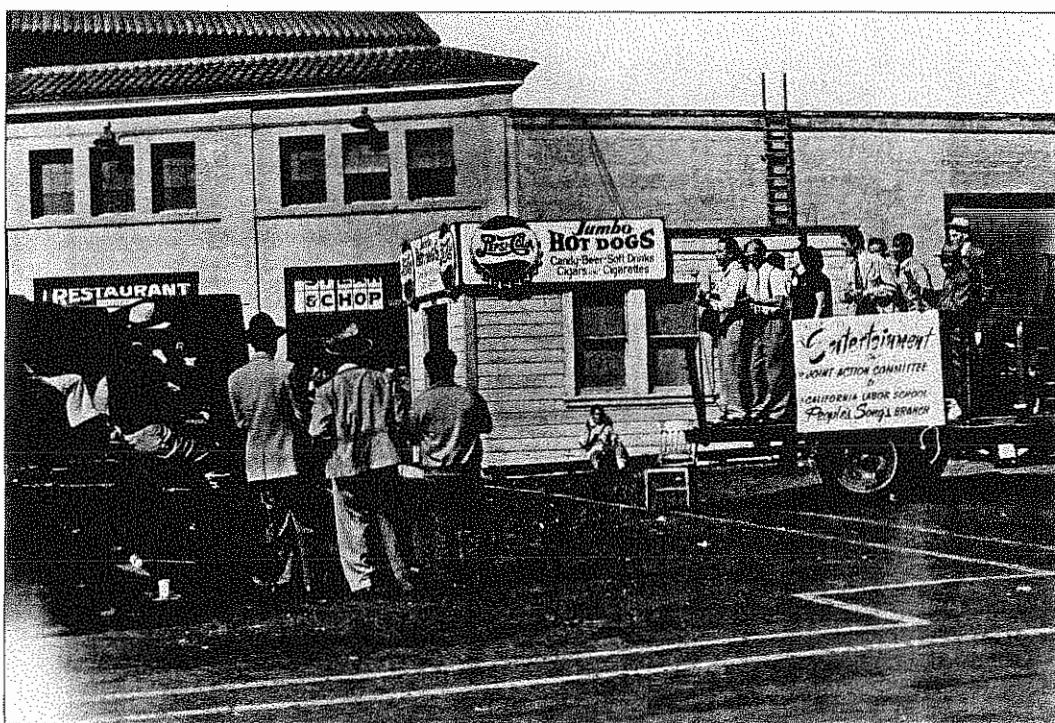
The employers withdrew all their previous offers and announced there was really but one issue in the strike: "Communist leadership." The union refused to be divided by this issue, and the strike began on September 2.

Then the break came. Leadership was changed, but not as demanded by the shipowners. The longshoremen stood by their leaders to a man – the shipowners changed theirs. They reorganized, called the union back to the bargaining table and announced, "Gentlemen, there is a new a look!"

And there was a "New Look." Gone were the union-busters and red-baiters on the employer side of the table, and after 95 days on the bricks one of the finest trade union agreements ever made was negotiated in the new atmosphere. The hiring hall continued as it was; wages were increased, union security was reaffirmed and improvement were made in the hours and vacation provisions. Neither Taft-Hartley nor the NLRB was any more successful than the federal government's threats to use the Army and Navy to break the union.



*ILWU members on maritime picket line in Portland during the 1948 strike.*



*Faculty and students at the California Labor School entertain pickets in San Francisco during the 1948 strike.*



### **A Dawning of New Technologies:**

**Container technology + information technology = the global economy.**

The next turning point in the history of the Longshore Division came in the late 1950s as the workers confronted technological change on the waterfront – the relentless introduction of machinery by the employers to increase productivity and profits. After several years of debates in coastwise caucuses, special conferences, and membership meetings, the rank and file ratified the historic – and controversial – Modernization and Mechanization Agreement of 1960 (M&M).

By 1959 the shipping industry was confronting difficult operational problems. Post-war construction costs skyrocketed the investment needed to build and maintain ships. The price of fuel, wharfage fees, and wages for seafaring personnel all moved up with the times.

The only way to offset these rising costs was to speed cargo handling and ship turnaround time. Speedier loading and discharge not only improves the ship's turnaround time, it also increases the number of trips the vessel can make each year. Increased earnings resulting from the introduction of new machinery and new methods of cargo handling could well enable the industry to remain profitable.

Meanwhile, the union concluded that new methods and machines would be introduced no matter how great members' resistance to change. As employers had the contractual right to make changes in operations, the best the union could hope for was to retain the old rules governing size of gangs, methods of cargo handling and related contract guarantees, as long as possible. New ideas for cargo handling, revolutionary ship design, the introduction of strapped loads, large-scale use of containers, and numerous other devices would sooner or later bypass the existing rules. Proposed legislation would also outlaw many of the guarantees and safeguards afforded by the old contract, leaving the workers with no new forms of security or protection in exchange.

Clearly the time had come to reexamine labor relations in the light of the mechanization and modernization of West Coast longshoring. The union and the employers decided they were better off tackling the issues as a whole, and agreed the following principles would shape the 1960 contract: the shipowners and stevedoring contractors were freed from restrictions on the introduction of labor-saving devices, relieved of the use of unnecessary workers, and assured of the elimination of work practices which impeded the efficient flow of cargo.

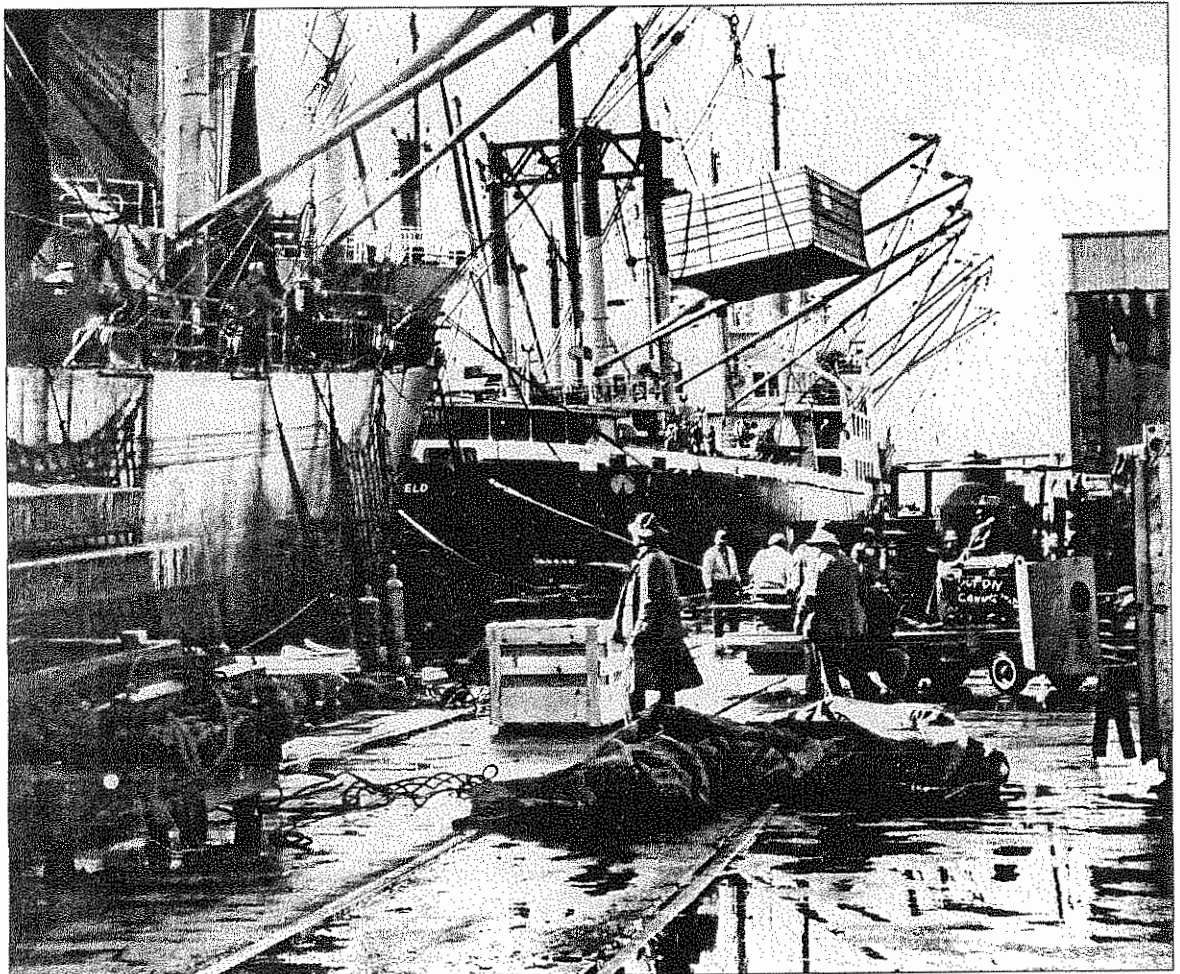
The union made these guarantees to industry in exchange for an unprecedented series of benefits for the workers, designed to protect them against the negative impact of machines on their daily work and job security. The agreement provided that:

The current workforce would not be laid off. If the unhindered introduction of new machinery and methods of work resulted in the loss of work opportunity so that the work force had to be reduced, it would shrink from the top, with an innovative voluntary early retirement program instead of layoffs. If employers later needed to cut the workforce further, they could invoke a compulsory retirement provision with a higher pension benefit.

Increased profits would be shared with the workers in the form of increased wages and benefits.

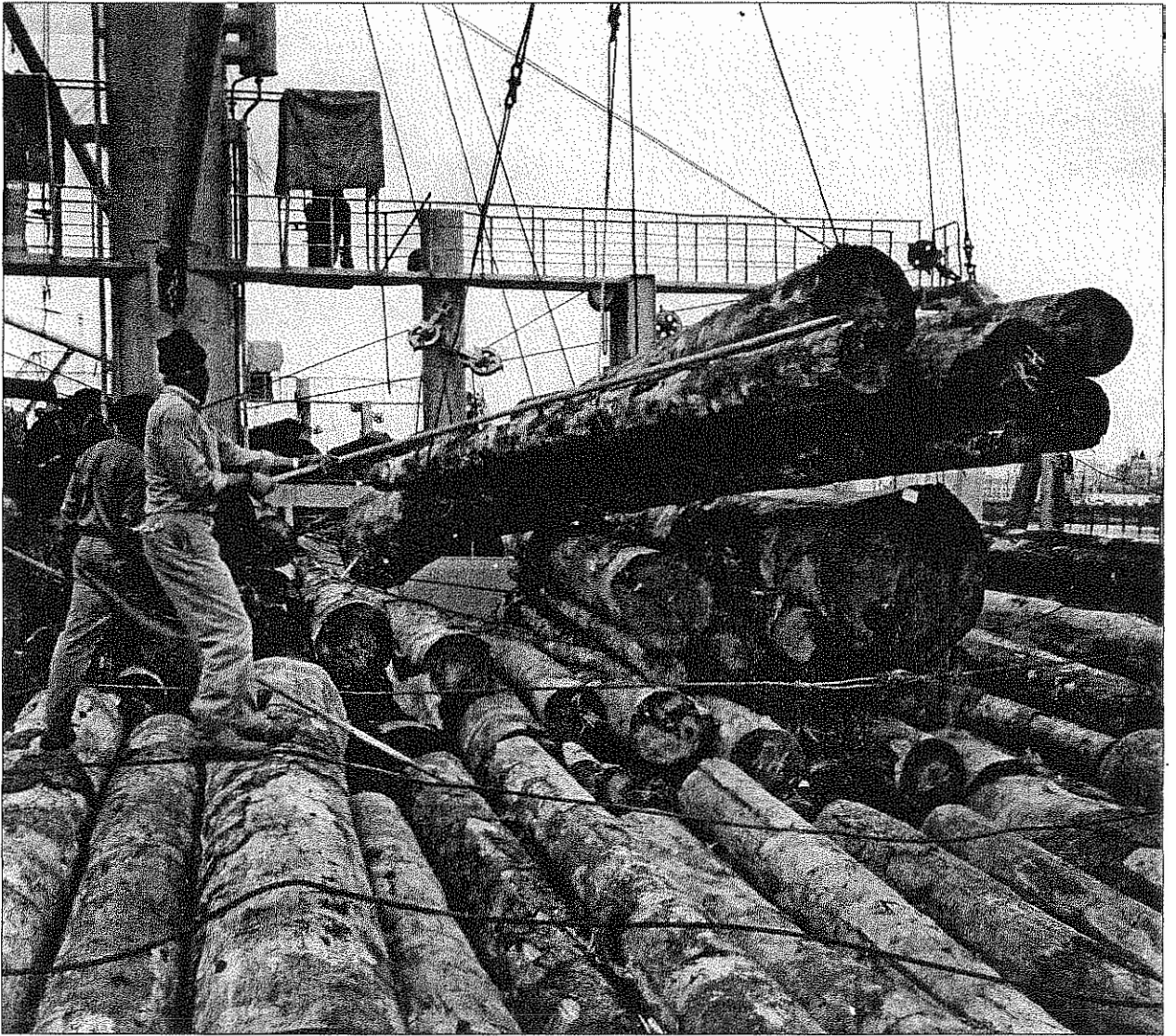
Machines and labor-saving devices would be introduced wherever possible to lighten the burden of hard and hazardous work.

During longshore bargaining in 1966, the principle of M&M were extended under union pressure to "preserve the present registered force of longshoremen as the basic work force in the industry, and to share with that work force a portion of the net labor cost savings to be effected by the introduction of mechanical innovations, removal of contractual restrictions, or any other means." Significantly, these innovations were to be implemented without causing a speedup for the individual worker, indiscriminate layoffs, or a violation of safety codes or rules.



*Break bulk operations, circa 1958.*

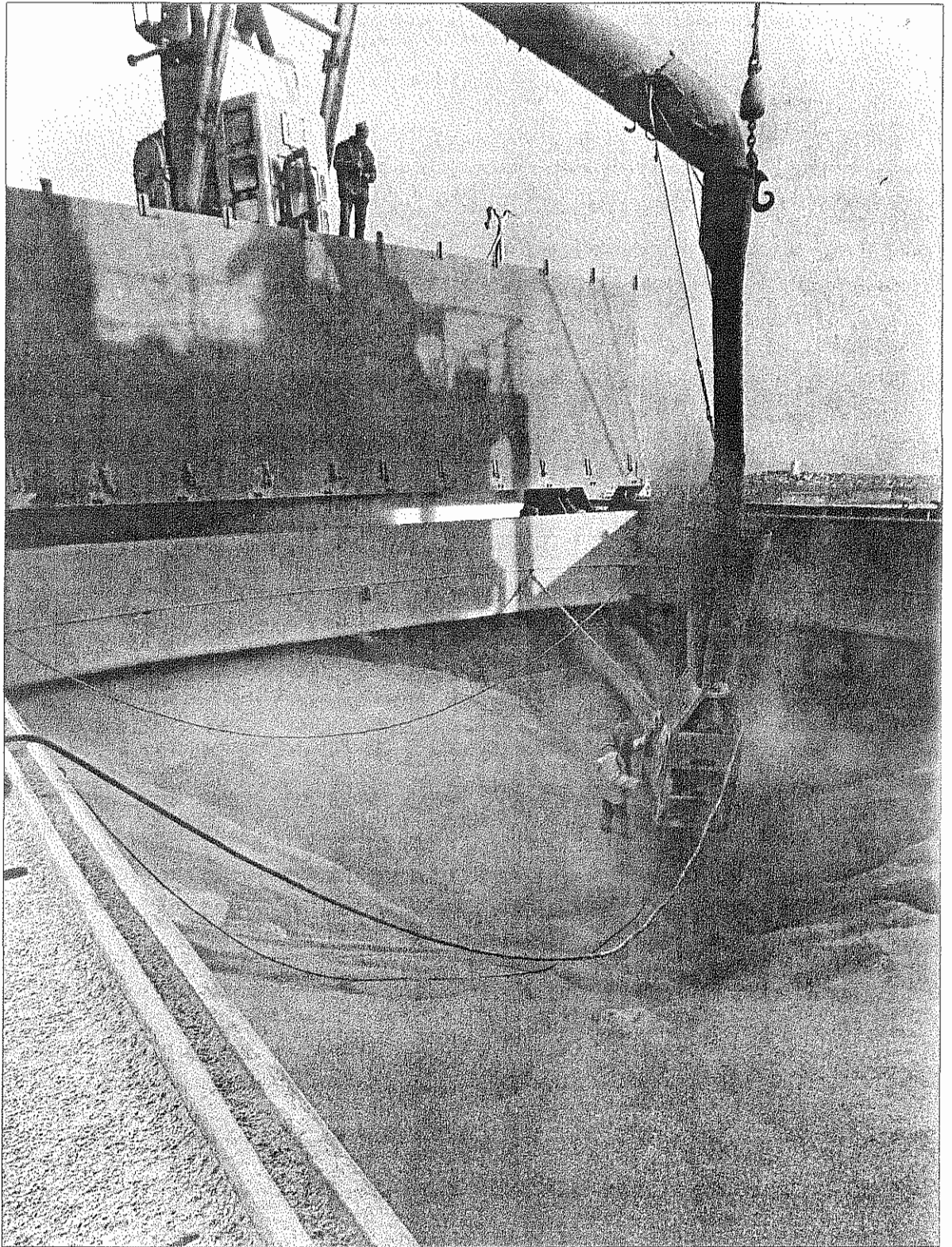




*Loading logs for export in Seattle, 1969.*

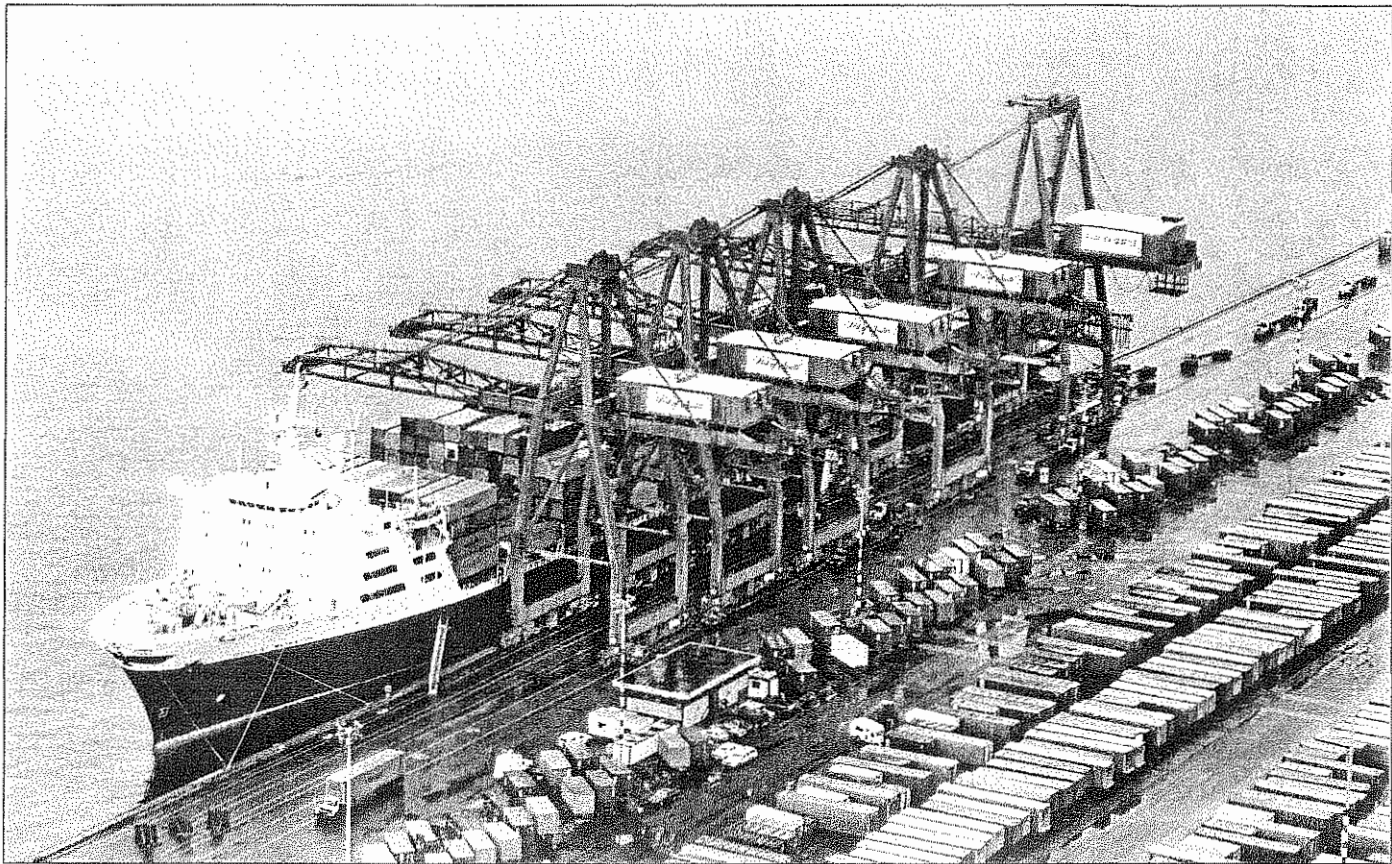


*Intermodal container operations in Portland, circa 1974.*



*Bulk loading grain in Vancouver, 1975.*





*Container operations in Seattle, 1984.*

THE ILWU STORY 17

... And thus, of course, too, it was the following document which -- as it will here, too -- led to the contract framework of the initial containerization of West Coast maritime cargoes: two five year agreements on "mechanization and modernization".

**MEMORANDUM OF AGREEMENT**  
**Between the International Longshoremen's & Warehousemen's Union and Pacific Maritime Association**  
**On Mechanization and Modernization**  
**October 18, 1960**

**A. PROVISIONS FOR EFFICIENT OPERATIONS**

1. (1) The Longshore and Clerk's Agreements and local agreements (exclusive of Walking Boss Agreements) shall be revised and amended in the manner set forth herein so as to eliminate restrictions in the contract and working rules, as well as in unwritten but existing Union unilateral restrictions and arbitration awards which interfere with the Employers' rights dealing with sling loads, first place of rest, multiple handling, gang sizes, and manning scales, so as to allow the Employers to:
  - a. Operate efficiently
  - b. Change methods of work
  - c. Utilize labor-saving devices
  - d. Direct the work through Employer representatives while explicitly observing the provisions and conditions of the Agreements protecting the safety and welfare of the employees and avoiding speed up. "Speed up" shall be understood to refer 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 work force, introduction of labor-saving devices, or removal of work restrictions.
2. (2) It is the intent of this document that the contract, working and dispatching rules shall not be construed so as to require the hiring of unneces-

sary men. The question of whether or not men are necessary shall be based on a determination of the number of men required to perform an operation in accordance with the provisions of paragraph A (1). Such determination shall take into account the contractual provisions for relief, the fact that during many operations all men will not be working at all times due to the cycle of the operation, but this shall not be construed to sanction such practices as *four-on four-off* or variations thereof.

3. The Employer may seek through the provisions of the contract machinery to change only those contract provisions, working and *dispatching rules* which are in conflict with the provisions and intent of this document. Where changes are agreed upon at the Coast Committee level they shall go into effect. Where changes remain in dispute they shall be resolved by the contract machinery.

**SLING LOAD LIMITS**

4. *The sling load agreement shall be amended to provide as follows:*
  1. The sling load agreement shall continue to apply to all loads built by longshoremen where conditions, number of men on the dock and in the ship, and the method of operation are the same as when the sling load agreement was negotiated.
  2. In the case of all other commodities or operations, where operations have changed or where new commodities or operations have developed, loads shall be as directed by the Employer, within safe and practical limits and without speed up of the individual. Any dispute arising with regard to such operations shall be settled through the grievance machinery with work continuing as ordered.
  3. An increase in the number of man-handling cargo or the use of machinery to move or stow cargo on the dock or on the ship shall be considered a change in operations which permits the handling of loads larger than previous standards.
  4. Loads built by other than longshoremen or loads built by longshoremen under 2 or 3 hereof shall be skimmed or not skimmed as ordered by the Employer.
  5. Nothing herein limits the Union's right to raise the issue of onerousness of work through the grievance machinery.

**PLACE OF REST AND MULTIPLE HANDLING**

10. (1) There will be no multiple handling.

11. (2) Longshore work shall include the following dock work between the first and last place of rest (unless waived by the Union, in writing):
  - (a) High piling or breaking down high piles
  - (b) Sorting
  - (c) Movement of cargo on the dock or in a terminal, or to another dock, terminal or warehouse
  - (d) The removing of all cargo from longshore boards
  - (e) The building of all loads on the dock.
12. The above work shall be performed when ordered by the Employer. Longshore work on the dock, as outlined in this section, is left to the option of the Employer. The fact that such Employer option is provided for herein, does not require the Employer to perform such work, but Employers are hereby prohibited by this language from allowing others than Longshoremen to perform the work.
13. (3) If jurisdictional difficulties arise in the application of the above, whatever jurisdictional agreements are reached shall not result in multiple handling.
14. Section 1 of the Longshore Agreement, "Definition of Longshore Work," Paragraph (a) shall be amended by inserting the following language as a new paragraph following the words "companies parties to this Agreement.":
15. "The words 'first place of rest' in the preceding paragraph shall not be interpreted so as to require multiple handling of cargo on either discharge or loading operations or movement of cargo on the dock or in a terminal, or to another dock, terminal or warehouse, i.e., no cargo delivered to a terminal for loading on a ship, car, or barge and no cargo arriving at a terminal by ship or barge and subsequently leaving a terminal shall require multiple handling by longshoremen except as required by the Employer.
16. "Cargo received on pallet, lift, or cargo boards, or as unitized or packaged loads, shall be considered as having fulfilled the 'first place of rest' requirement when unloaded from the carrier at a place designated by the Employer, and shall not be re-handled before moving to ship's tackle unless so directed by the Employer. Cargo received for shipment but neither palletized nor received as unitized or packaged loads and to be palletized before delivery to ship's tackle shall be palletized by longshoremen only,

- (unless waived by the Union, in writing). Cargo discharged from a vessel on pallet, lift, or cargo boards or as packaged or unitized loads shall be considered as having fulfilled the 'last place of rest' requirement, when it is dock stored just as it left the hatch. It may be removed by the consignee or his agent, without additional handling, unless de-palletizing is ordered or sorting is required by the Employer prior to such removal. After cargo has been placed on the dock after discharge from the vessel, any movement of the cargo to a railway car, any sorting on the dock, and any building of loads on pallet boards on the dock shall be done by longshoremen. This will permit the teamsters to load their trucks piece by piece from cargo boards after longshoremen have broken down piles and set loads to the tailgate, floor or loading platform.
17. "Longshoremen will load or discharge trucks only when directed to do so.
18. "High piling or breaking down high piles is longshore work. Outbound loads will be set down one lift high on the docks and then may be high piled only by longshoremen, if so required by the Employer. Inbound loads will be set down by longshoremen in lift loads suitable for placement on trucks."
- GANG SIZES AND MANNING**
19. Section 9 of the Pacific Coast Longshore Agreement, shall be amended to read as follows:
20. The minimum basic ship general break bulk cargo gangs shall consist of men as follows:
- A *gang boss* (in ports where such are used)
  - A *winch driver* (two on single winches)
  - A *hatch tender*
  - Two (2) *slings* or *front men*
  - Four (4) *holdmen* (including *siderunners*)
21. Except as hereinafter provided: (1) On loading operations the basic gang can be the minimum number of men for all operations when the loads are being landed in the vessel at their place of rest or being stowed thereafter by mechanical equipment.
22. (2) On discharge operations this basic gang can be the minimum number of men when the loads are being moved to the point of removal from the vessel by mechanical equipment or are ready for slinging without additional handwork except the placement of slings or similar devices.
23. When cargo is to be hand-handled, then two *swing men* shall be added to the basic gang for all discharge operations, and four swing men shall be added for all loading operations. *Exception:* When space and 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 providing it is to last for one hour or more.
24. When the cargo handling operation to be performed requires only a minimum basic gang, that gang may be used to rig, uncover and cover hatches without additional men, so as to avoid deadtime under the eight hour guarantee.
25. The flexibility to apply to such swing men as are called for herein (and to the second winch driver) shall be the same flexibility set forth in the August 10, 1959 Memorandum in connection with the 8-hour guarantee. Swing men, skilled or unskilled, and the 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 callbacks without favoritism. They may be released at the end of any shift when they are not needed to start the next shift.
26. The minimums set forth above can be supplemented in any numbers as ordered by the Employer, while needed, without precedent.
27. Other longshore work in connection with loading and discharging is to be performed as ordered.
28. The Employer shall be permitted to bring machinery and machine drivers into the hold and to swing out an equivalent number of hold men, provided four basic hold men are retained at all times.
29. If loads above contractual limits are to be moved manually, and additional men or machines are required to guarantee against onerous individual workload, and to maintain safety standards, they will be provided.
30. Manning for existing operations shall continue with the Employer having the right to ask for review of such manning through the contract machinery in the following situations:
31. 1. Where existing manning for general cargo operations, including packaged lumber and mixed operations of break bulk and unitized cargo, (other than hand-handled operations) exceed the minimum basic ship general break bulk cargo gang; provided, however, that such review shall not seek to reduce the manning below said minimum basic ship gang, and shall be based on a determination of necessary men as hereinabove defined.
32. 2. In the case of other existing operations, such review shall be based on a determination of necessary men as hereinabove defined, and shall not be limited by the minimum basic ship general break bulk cargo gang structure.
33. When new methods of operation are introduced the Employer 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 in effect, subject to final resolution through the contract machinery.
34. In existing operations, where changed methods have already been introduced which eliminate hand-handling of cargo on a piece-by-piece basis; or which eliminate hand-handling of units (as in cases of straight runs of unitized cargo, mechanically landed, lifted and stowed and vice versa); or which eliminate the need for hold men by removal of devices, (as in the case of shutes in scrap operation), the procedure of this paragraph shall apply.
35. Dock gang units shall continue while providing for flexibility in the use of dock gangs.
36. The same safeguards with respect to speed up, safety and welfare shall apply in the case of gang size and manning as in the case of sling loads.
37. If, during a shift, a change is made from a discharge to a loading operation, and the change requires additional men under the provisions of this section, if the Employer is unable to swing in men from ship or dock from his own employees, the hold men will work without additional men for a maximum of fifteen loads but not more than one hour.
- B. MODERNIZATION AND IMPROVEMENT FUND PROVISIONS**
38. In return for a revised Longshore and Clerks' Agreement incorporating the provisions set forth in Paragraphs A and C "PROVISIONS FOR EFFICIENT OPERATIONS," PMA will establish a jointly trustee Fund as hereinafter provided. The administration and application of these revisions

of the contract shall be subject to the grievance procedure at the Coast level.

39. 1. The Fund shall include the \$1.5 million accumulated prior to June 15, 1960, and will be supplemented by PMA contributions of \$5,000,000 per year for a period of five and one-half years. If at any time the maximum payments per year do not provide sufficient money to meet fully the guarantees and benefits, the guarantees and benefits shall be reduced proportionately.
40. 2. The Fund shall be segregated into two parts and used for the following purposes:
41. (a) For all present fully registered longshoremen and Clerks, minus attrition; a guarantee of payment for a specified number of hours of straight-time pay per week at the then current contract rate, computed on an annual basis. Such guarantee shall become operative only when hours fall below the agreed level due to reduced work opportunity resulting from changes as provided in Paragraph A hereof, but shall not apply to a drop in tonnage due to a decline in economic activity. Details of eligibility and administration to be negotiated.
42. (b) For all present fully registered longshoremen and Clerks, minus attrition; the types of benefits provided in Union Draft of 10/4/60 Paragraph (2) (b), Paragraphs (1) to (7) inclusive. The amounts of such benefits to be determined by the Union. (See Exhibit "A," attached.)
43. In regard to the benefit entitled "Mandatory Pensioning," PMA-ILWU shall have joint control over application of early mandatory retirement. If the parties disagree, differences will be subject to arbitration.

### C. GENERAL PROVISIONS

44. 1. The parties agree that they will abide by all terms and provisions of the collective bargaining agreements.
45. 2. The parties agree that should disputes arise under these agreements all men and gangs shall continue to work as directed by the Employer in accordance with the specific provisions of the Agreements and that such disputes shall be settled through the grievance machinery of the applicable contract. 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.
46. 3. The Union agrees that the provisions of Section 16 (f) relating to

"Penalties for Work Stoppages, Pilferage, Drunkenness and Other Offenses" shall be observed, and that in the event of disagreement as to the imposition of penalties under the "independent procedure" at the Joint Port Labor Relations Committee level, the issue shall be processed immediately through the grievance procedure, and to the Area Arbitrator, if necessary. The hearing and investigation of grievances relating to penalties shall be given precedence, on an equal basis with discharges, over all other business before the Joint Port or Joint Area Labor Relations Committees and before the Area Arbitrator.

47. The Union further agrees that the provisions of Section 7 (b) (3) relating to removal of Hiring Hall personnel for cause shall be observed, and that any charges brought under this subsection shall be processed through the grievance procedure immediately and shall be given precedence, on an equal basis with penalties and discharges, over all other business before the Joint Port and Joint Area Labor Relations Committees and before the Area Arbitrator.
48. 4. The parties agree the basic purposes of the Fund shall be specifically incorporated in the Trust Agreement and further that either party may on 60 days notice request a joint review of the basic purposes of the Fund no more than twice during the term of the Trust Agreement, and that the initial review may not be requested prior to a date 18 months subsequent to the effective date of the Trust Agreement. If the parties cannot reach agreement at these reviews, unresolved items or disputes may be referred to the Coast Arbitrator for decision at the request of either party.
49. 5. In connection with the Modernization and Improvement Fund PMA needs to be assured that the Employer contributions to the Fund will be currently deductible for income tax purposes.
50. The Union agrees to support PMA in obtaining such assurances from the proper government agencies. Failure to obtain resolution of these problems would require renegotiation of these issues.
51. 6. Any contract provisions, working rules, dispatching rules, unilateral rules or arbitrator awards in conflict with the provisions of this document shall be nullified, or changed to the extent necessary, in order that they shall not prevent the operation of this Memorandum of Agreement. Any disputes concerning the interpretation or

application of this Memorandum of Agreement shall be determined under Coast Labor Relations Committee procedures. The parties, by agreement, may refer proposed changes which are of local significance only, to the Local area for negotiation. In the interest of uniformity, any such matter negotiated at the Area level must be approved at the Coast level before being put in operation. Any matter referred to the Area level and not resolved within 30 days thereafter shall automatically return to the Coast level, and if not resolved there shall be presented to the Coast Arbitrator for decision.

52. 7. Wherever applicable the foregoing paragraphs shall apply equally to longshoremen and clerks. The provisions of 16 (f) and 7 (b) (3) of the Longshore Agreement shall be incorporated in the Pacific Coast Master Clerks' Agreement.
53. 8. In the event that the Union or any Local fails or refuses to follow a Coast LRC or Arbitrator's ruling interpreting or applying the provisions of this document, or in the event of a work stoppage in any port or ports in violation of the provisions of this document, payments into the Fund shall be abated during the period of such failure, refusal or stoppage in the manner and amount hereinafter provided, and the total Employer obligation shall be reduced by such amount.
54. The method of determining the amount of abatement shall be as follows:

The total Employer obligation on an annual basis is at the rate of \$13,650 per day. This shall be the maximum amount of abatement per day. Within this limit, the parties shall agree as to the amount to be abated on a daily basis in each instance of failure, refusal or stoppage, whether on a Coastwide, Area, or Port basis, and failing such agreement, the Coast Arbitrator shall make such determination.

### D. DURATION

55. This Agreement shall become effective upon ratification by both parties and shall run to July 1, 1966.

### EXHIBIT "A"

*Note: This language from the Union Proposal of October 4, 1960 sets forth the types of benefits contemplated under paragraph B 2 (b) of the October 18, 1960 Memorandum of Agreement. Specific wording will be incorporated in the Trust Agreement.*

2. (b) *Early Retirement, with Vesting, and Death Benefit:* For all present fully registered longshoremen and clerks, minus attrition; the types of benefits provided below. The amount of such benefits to be determined by the Union.

(1) A death benefit, after more than 5 and less than 15 years of pension credit service of \$220 monthly for 12 monthly payments, to be paid to his beneficiary.

(2) After 15 years of pension credit service, accumulation of a vested right to a sum equal to  $36 \times 220$ , and at age 65, with 25 years or more of service, the right shall be fully vested. If such a man dies or becomes disabled prior to reaching pension retirement, he shall receive, or his beneficiary, a proportionate amount, depending on years of service beyond 15, or the amount provided in (1) or (6) hereof,

whichever is greater but in case of death no more than \$5,000.

(3) Normal retirement to continue at age 65 with 25 years of service, and with payment of lump sum equivalent in whole or on a monthly basis as preferred by the pensioner.

(4) *Voluntary Retirement* can be chosen at age 62 or thereafter with 25 years of service at the rate of \$220 per month, and such early retirement will consume all or a part of a man's vested share of this Fund prior to his 65th birthday. Any residue of the individual share would be payable to the individual in a manner determined by him.

(5) *Mandatory pensioning* can be made obligatory at age 64, 63 or 62 with 24, 23, or 22 years of service and with the same

payments as in (4) above plus normal pension payments, if such mandatory retirement is mutually deemed necessary for the purpose of reducing the work force. Such mandatory requirement would of course follow mandatory retirement of men with 25 years of service and 65 years of age but not yet 68. The parties shall have joint control over application of early mandatory retirement. If the parties disagree, differences will be subject to arbitration.

(6) *For men who die after 15 years of pension credit service and prior to retirement*, beneficiaries shall receive \$5,000 in monthly payments of \$220.

(7) *For men who die while on normal or early pension* prior to the exhaustion of their vested interest herein, beneficiaries shall receive the residue in monthly payments of \$220 per month.



PACIFIC COAST  
LONGSHORE  
AGREEMENT

June 16, 1961 - July 1, 1966

INTERNATIONAL LONGSHOREMEN'S  
AND WAREHOUSEMEN'S UNION

*And*

PACIFIC MARITIME ASSOCIATION

---

Name.....

Port.....

Local No..... Reg. No.....

Social Security No.....





	Section	Page
SLING LOAD LIMITS . . . . .	14	55
Onerous workload . . . . .	14.4	60
Skimmed loads . . . . .	14.3	60
Standard maximums . . . . .	14.1	55
Standard maximums, other than . . . . .	14.2	59
STEAM SCHOONERS . . . . .	19	80
STRIKES, LOCKOUTS AND WORK STOP- PAGES, NO . . . . .	11	51
SUPPLEMENTS . . . . .		109
I. Coastwise Registration And Transfer (Refer to Sec. 8.32—p. 45)		109
II. Coast Provisions For Transfer Of Registration Between Longshore And Clerk Registered Lists . . . . . (Refer to Sec. 8.32—p. 45)		115
III. Agreed Procedure With Respect To Disputes On Health And Safety . . . . . (Refer to Sec. 11.4—p. 52)		119
TERM OF AGREEMENT AND REVIEW . . . . .	20	82
VACATIONS . . . . .	7	34
Administration . . . . .	7.4	40
Computation . . . . .	7.1	34
Procedure . . . . .	7.3	40
Qualifying hours and years . . . . .	7.2	37
WAGES . . . . .	6	28
Penalty cargo rates . . . . .	6.4	32
Personal effects . . . . .	6.6	33
Skill differentials . . . . .	6.3	30
Straight and overtime . . . . .	6.2	28
Subsistence . . . . .	6.5	33
Wage rates . . . . .	6.1	28
WAGE RATE SCHEDULE . . . . .		86
July 30, 1962 - June 17, 1963 . . . . .		86
June 17, 1963 - June 15, 1964 . . . . .		92
June 15, 1964 - June 14, 1965 . . . . .		98
PENALTY CARGO LIST . . . . .		104
WELFARE, PENSION, MECHANIZATION AND MODERNIZATION PLANS . . . . .	21	83

## PACIFIC COAST LONGSHORE AGREEMENT

THIS AGREEMENT, dated June 16, 1961 and amended June 22, 1962, 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 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 Pacific Coast Longshore Agreement 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 this Agreement shall be necessary to designate any successor organization holding property rights and all benefits of this Agreement, and if an election is necessary to determine a majority of both individual and combined locals in order to establish the possessors of all rights and benefits under this

**SECTION 1**                      **SCOPE OF THIS AGREEMENT AND ASSIGNMENT  
OF WORK TO LONGSHOREMEN**

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 AGREEMENT 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 Agreement and all labor involved therein is assigned to longshoremen with the exceptions and enlargements set forth in this Section 1.

1.11 This Agreement 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 Agreement 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 Agreement.

1.2 Dock work provisions.

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

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

2

**SECTION 1**                      **SCOPE OF THIS AGREEMENT AND ASSIGNMENT  
OF WORK TO LONGSHOREMEN**

- (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 Agreement 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.

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

1.24 Any standard maximum load of cargo, as defined in Section 14, 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.

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.

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.

3

## SECTION 1

SCOPE OF THIS AGREEMENT AND ASSIGNMENT  
OF WORK TO LONGSHOREMEN

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

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.

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.

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 interpretations that have been made and accepted are:

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.

## SECTION 1

SCOPE OF THIS AGREEMENT AND ASSIGNMENT  
OF WORK TO LONGSHOREMEN

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.

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.

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.

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

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 longshoremen 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 Agreement and the operation thereof is assigned to longshoremen and is covered by this Agreement, 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

## SECTION 1

SCOPE OF THIS AGREEMENT AND ASSIGNMENT  
OF WORK TO LONGSHOREMEN

be set up, modified or eliminated by joint agreement of the Association and the Union.

1.51 The individual employer shall not be deemed to be in violation of the terms of the Agreement 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.

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.

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.

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

## SECTION 1

SCOPE OF THIS AGREEMENT AND ASSIGNMENT  
OF WORK TO LONGSHOREMEN

and may do so on the following grounds only:

(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 Agreement 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

## SECTION 2

## STRAIGHT AND OVERTIME HOURS

may be continued at the option of the Association.

## 1.7 Definitions.

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

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.

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

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

## 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.

## SECTION 2

## STRAIGHT AND OVERTIME HOURS

2.2 Meal time shall be one (1) hour.

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.

2.22 The second meal period (supper) on the day shift shall be one (1) hour at 5:00 p.m. or 6:00 p.m. Men and gangs shall go to supper at these times when ordered to do so. In such cases the men shall be paid for or furnished one meal.

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

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.

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.

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

## SECTION 2

## STRAIGHT AND OVERTIME HOURS

(5) hours before their midshift meal and shall be sent to eat no later than 1:00 p.m. on the day shift.

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

2.3 Longshoremen are entitled to reasonable and necessary time off for relief. Relief periods shall be arranged by the employer so as to fall around the midpoint of the work period involved, having due regard for the continuity and nature of the work. 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.

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

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.

## SECTION 2

## STRAIGHT AND OVERTIME HOURS

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

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.

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.

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

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.

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.

2.443 Either alternative A or B — but not both — may be used at the option of the employer to sail any vessel:

2.4431 Alternative A.

(a) On the shift immediately preceding the final workshift, men may be required to work a



## SECTION 2

## STRAIGHT AND OVERTIME HOURS

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 hatches shall not be worked further before sailing.

(b) On the final shift the men may be required to work a maximum of ten (10) hours without a second meal or meal money.

## 2.4432 Alternative B.

(a) On the final day shift men may be sent to a second meal. If so, they will be guaranteed three (3) hours' work or pay following second meal and shall not be required to work more than a total of eleven (11) hours; or they may be worked straight through up to a maximum of ten (10) hours with pay for actual time worked.

(b) On the final night shift, there shall be no second meal and the men may be required to work a maximum of eleven (11) hours, without meal money.

2.4433 The employer may use either alternative A or B on a vessel but not both. Under either alternative the final shift may be all or less than the maximum hours provided herein. Under either alternative A or B, some gangs on a vessel may work the standard shift, some gangs work part of the extension and other gangs work the full extension.

2.444 A one-hour leeway shall be allowed 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

## SECTION 2

## STRAIGHT AND OVERTIME HOURS

(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 provided in 6.251.

2.445 The standard shift shall be extended to work a vessel in case of real emergency, such as fire, or a leaking vessel in danger of sinking, provided that all time worked in excess of eleven (11) hours shall be paid for at time and one-half of the then prevailing rate, and men thus employed shall go to eat when ordered to do so.

2.446 When no replacements are available to the employer in the area, men and gangs in their home port shall work a maximum of eleven (11) hours.

2.4461 Where men and gangs travel from home port to another port they shall not work longer than the maximum provided for in 2.442 and 2.443 above.

2.447 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.

2.448 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 provided the men are not sent to a meal.

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

## SECTION 3

## GUARANTEES

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 Agreement.

**SECTION 3  
GUARANTEES**

3.1 Eight-hour guarantee.

3.11 Applicability and method of payment.

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

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.

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

## SECTION 3

## GUARANTEES

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.

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

3.12 Exceptions to eight-hour guarantee.

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

3.1211 When men are neither turned to nor ordered to stand by (See 3.22);

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);

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);

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

3.1215 As provided in 3.4.

3.122 Where men have been ordered and fail to report to work at all or on time, thus delaying

## SECTION 3

## GUARANTEES

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.

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 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.

3.125 In those ports where a 4:00 p.m. or 5:00 p.m. stop is provided by rule for specific days, the guarantee on such days shall be from the starting time, which for payroll purposes can be no later than 9:00 a.m., to such 4:00 p.m. or 5:00 p.m. stop.

3.126 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.

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 for the purpose of

## SECTION 3

## GUARANTEES

working a full shift when such move is ordered by the Employers. Subject to the provisions hereunder the Employers have the right to shift men and gangs in order to fill out the work guarantee. Men and gangs shall shift as ordered.

3.131 To fill out his eight-hour work guarantee, a skill rated longshoreman may be shifted only to skill rated work suitable to his qualifications.

3.132 Employers may shift men in ship gangs to any other work including all dock and car work in order to fill out the work guarantee.

3.133 Dockmen shall not be shifted to work aboard ships to get the eight-hour guarantee but may be shifted to any work on docks, cars or barges.

3.1331 Dockmen will be released when there is no further work for them or on normal "knock off" day (as provided by local working rules) on a dock, whichever comes first.

3.1332 Dock gangs and/or men assigned to work against a ship will be released at the end of the shift when their work for that vessel is completed. After the ship sails, the employer may retain dockmen (against that ship) as required to handle that ship's cargo on the dock even though the ship gangs have been released.

3.1333 Dock gangs and/or men assigned to work on a dock will do any dock work. These men can be moved anywhere at any time on the dock and can be shifted temporarily to work against a ship or to another dock in order to fill out or fulfill their guarantee and then shifted back to their usual dock

## SECTION 3

## GUARANTEES

work. These men can also be shifted to work against a ship when the dock units assigned to a ship are not complete.

3.1334 Dock units and/or men who are assigned to work against a ship can be moved anywhere to work against the ship and may be shifted or transferred as follows:

3.13341 To any other dock work when there is no work against the ship at the beginning of the shift or during the course of the shift, to be returned to work against the ship when such work becomes available.

3.13342 To any other dock work to fill out the eight-hour guarantee.

3.13343 To another ship for a late start; or to another ship which is going to shift or sail; or in other situations to avoid other eight-hour guarantees.

3.13344 When the ship gang is working and the dockmen are not required. This clause will be interpreted to mean that men will not be transferred away for unreasonably short periods.

3.13345 If the ship gang is shifted to another vessel or to dock work.

3.13346 If the ship gang is working a high line operation or from a barge or other cargo handling that does not require any or all of the dockmen.

3.13347 When dockmen are shifted from the first ship and further work will take place on that ship, the men may be transferred to other

## SECTION 3

## GUARANTEES

work in accordance with 3.13341 to 3.13346 inclusive above, and unless peeled off shall be ordered back to the first ship either during the same shift or the next day. If there is no further work against the first ship, such men shall be released at the end of the shift.

3.13348 Dock units or dockmen do not have gear priority. Dock units or dockmen may be peeled off in the same manner as ship gangs and the remaining dock units or men may be used against all gears.

3.134 The employer shall order swingmen (ship or dockmen) when such men are necessary. These swingmen shall be ordered for the shift when it is reasonably anticipated that they will be used in the hold and may be used for any dock work and/or for hold work in any hatch.

3.135 Employers may shift men from shovel and freezer work to any other work including all dock and car work in order to fill out a shift. When so shifted, the penalty cargo rate shall not prevail. The employer may not shift men dispatched for general cargo to shovel or freezer work.

3.136 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.

3.1361 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

## SECTION 3

## GUARANTEES

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.

3.1362 Gangs ordered to work under 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.

3.137 The shifting of registered and limited registered men to fulfill the guarantee shall be carried out without bumping.

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

3.139 "Center line" and "imaginary bulkhead" and similar practices which result in arbitrary

## SECTION 3

## GUARANTEES

division of work among gangs shall be eliminated.

3.14 Rules and examples applicable to shifting men or gangs:

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 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.

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 fill out the eight-hour work guarantee, 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.

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

## SECTION 3

## GUARANTEES

equipment, a ship that fails to arrive as scheduled, etc.—to another job or ship in order to complete the eight-hour guarantee, and they will be ordered to return to their original job to finish it.

3.145 Shifting of men or gangs under 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.

3.15 Possible adjustments in small ports:

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.

3.2 Four-hour 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.

3.22 Men who are ordered, report for work and are neither turned to nor ordered to stand by shall receive the four-hour minimum, except where inability to turn to is a result of insufficient men to start the operation. Present port rules defining the number of men to start operations shall apply.

## SECTION 3

## GUARANTEES

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:

3.2211 Units not filled to minimum complement as provided in local working rules shall receive no pay unless they receive and accept an order to stand by awaiting additional men as needed to complete the minimum complement of men. Such standby shall, if accepted, be paid for and limited to one hour.

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.

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 Agreement.

3.222 When the required minimum number of men report and turn to as directed and work continues up to the midshift meal hour and there are men who as yet have not reported, then either the men or the employer can determine that work cannot

## SECTION 3

## GUARANTEES

continue thereafter. When work ceases under these 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 Agreement.

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.

3.24 When an operation of short duration requires extra longshoremen from the skilled classifications and such men are ordered and turned to, they shall have a four-hour minimum, and can be trans-

## SECTION 3

## GUARANTEES

ferred to comparable work on the original dock or ship to fill out the four-hour minimum.

3.25 When a gang quits during the course of the eight (8) hours of work or quits by refusal to work the extensions for shifting or sailing 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 ordered or accepted by the employer is to be paid for time worked, or the four-hour minimum, whichever is greater, on his initial shift.

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

3.28 A man who has received an eight-hour guarantee and has been dispatched from the hall to a new job shall receive an additional four-hour guarantee for the second job. Overtime is payable only after six (6) hours of straight time work on both jobs.

3.3 Three-hour guarantee.

3.31 When men are ordered back after supper they shall be paid a minimum of three (3) hours.

3.4 General provisions as to guarantees.

3.41 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

## SECTION 3

## GUARANTEES

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.

3.42 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.

3.43 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.

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

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

3.451 Guarantees applicable to longshore baggagemen, linesmen and gearmen called in on an emergency may be adopted or modified by unani-

## SECTION 4 SCHEDULED DAY OFF

## SECTION 5 HOLIDAYS

mous 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.

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

## SECTION 4

## SCHEDULED DAY OFF

4.1 Each registered longshoreman shall be entitled to one full day (24 hours) off each payroll week, as follows:

4.11 Insofar as possible, the work shall be arranged so that registered longshoremen shall have Sunday off for two months and a week day off each third month.

4.12 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.

## SECTION 5

## HOLIDAYS

5.1 The following holidays shall be recognized: 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



## SECTION 6

## WAGES

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.

## SECTION 6

## WAGES

## 6.1 Wage Rates.

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.

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.

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

## 6.21 Straight time rate.

6.211 First six (6) hours worked between 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 time rate.

## SECTION 6

## WAGES

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

6.222 All work between 5:00 p.m. and 8:00 a.m. on weekdays and all work on Saturdays, Sundays and Agreement holidays, except such work as requires a higher premium rate as provided below.

6.223 When working after 12:00 noon without release for meal — except on Saturdays, Sundays and Agreement holidays — and work continuing thereafter without an opportunity to eat.

6.23 Time and one-half the 1.5 overtime rate.

6.231 When working into the second hour of the meal period on the second shift without release for meal and work continuing thereafter without an opportunity to eat.

6.232 When working after 12:00 noon without release for meal — on Saturdays, Sundays and Agreement holidays — and work continuing thereafter without an opportunity to eat.

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

6.234 All work in excess of eleven (11) hours in any one shift.

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

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

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

## SECTION 6

## WAGES

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

## 6.3 Skill differentials.

6.31 In addition to the basic wages for 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 differentials shall be one and one-half times the straight time differential.

## 6.33 Skill Differentials By Areas

Skill	So. Cal.	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 <sup>3</sup>	.30	.30	.30	.30
Combination Lift Truck—				
Jitney Driver	.15	.15	.15	.15
Crane Chaser	—	—	.15	—
Crane Driver	.40	.40	.40	.40
Donkey Driver	—	—	.15	.15
Dragline Driver	.15	.15	.15	.15
Gang Boss	.40 <sup>1</sup>	.20	.20	—
			.25 <sup>2</sup>	

<sup>1</sup>Applies to Pt. Hueneme only.

<sup>2</sup>Coos Bay, Newport and Bandon .25; other Oregon ports .20.

<sup>3</sup>Two men shall be employed for each machine in continuous operation.

## SECTION 6

## WAGES

Skill	So. Cal.	No. Cal.	Ore.	Wash.
Guy Man	.15	—	—	—
Hatch Boss Tender <sup>4</sup>	—	—	—	.25
Hatch Tender	.15	.15	.15	.15
Lift Truck Operator	.15	.15	.15	.15
Payload Operator <sup>3</sup>	.15	.15	.15	.15
Ross Carrier Driver	.15	.15	.15	.15
Sack Turner	—	—	.15	.15
Side Runner	—	—	.15	.15
Stowing Machine Driver	—	—	.15	.15
Winch Driver	.15	.15	.15	.15

6.34 The rate of pay for Jitney Drivers shall be the basic longshore rate. When a Jitney Driver is dispatched to drive Jitney, he may be assigned to other work to fill out 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 job by a man working at less than the combination rate.

6.35 The parties or the Joint Coast Labor Relations Committee shall establish coastwise skill rates for operating cranes and other tools and, where ap-

<sup>3</sup>Two men shall be employed for each machine in continuous operation.

<sup>4</sup>Applies to Tacoma and Anacortes only.

## SECTION 6

## WAGES

propriate, for operating machinery not presently in use.<sup>1</sup>

#### 6.4 Penalty cargo rates.

6.41 In addition to the basic wages for long-shore 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 The parties will study the entire Penalty Cargo List with the intent of revising it to eliminate commodities where packaging or mode of handling has changed so as to remove the obnoxious features, and to add new commodities where there are obnoxious features justifying a penalty and to provide the penalties applicable to crane drivers. Any disagreement reached shall be resolved by the Coast Arbitrator.

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

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

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

<sup>1</sup>Supplement IV will attach hereto as adopted by the Joint Coast Labor Relations Committee.

## SECTION 6

## WAGES

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

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

#### 6.5 Subsistence.

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.

Men shall be reimbursed for damage (other than usual wear and tear) to personal effects 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 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 performing work and must be reported to company supervision on the job when it occurs.

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

6.64 The claim must be accompanied by prima

## SECTION 7

## VACATIONS

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 item will either be repaired or replaced in kind or reimbursed at its depreciated value.

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

6.67 Claims for lost or stolen items are not valid.

**SECTION 7  
VACATIONS**

7.1 Computation of vacations.

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.

7.111 One week's vacation with pay, 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, provided he shall have been paid for 1,344 hours or more in the previous payroll year;

7.12 Additional vacation.

7.121 One additional week's vacation with

## SECTION 7

## VACATIONS

pay if he shall have qualified under 7.112 and shall have been available for employment for ten (10) years or more under the ILWU-PMA Pacific Coast Longshore Agreement or its predecessors for employers bound by such Agreement and if

7.1211 In the four major ports of Seattle, Portland, San Francisco and Los Angeles, 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 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 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 the ILWU-PMA Pacific Coast Longshore Agreement or its predecessors for employers bound thereby.

7.13 Modifications applicable to basic vacation and additional vacation:

7.131 With respect to any port except Seattle, Portland, San Francisco and Los Angeles: 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 registered on December 31 in any port were paid for

## SECTION 7

## VACATIONS

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 registered 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 registered 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 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. However, 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.

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.

## SECTION 7

## VACATIONS

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.

7.2 Qualifying hours and years.

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

7.22 Qualifying hours shall be limited to hours paid for by individual employers or parties to this Agreement and to other hours as to which employers participating in the vacation plan in the port area make the required 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 credited with hours paid for as longshoremen, clerks, or

## SECTION 7

## VACATIONS

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 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-Long Beach Harbor area, San Francisco Bay, Portland Harbor, 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.

## SECTION 7

## VACATIONS

7.26 In computing years of service under 7.12:

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

7.262 Service in the Armed Forces of 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.

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

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.

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

## SECTION 7

## VACATIONS

amount thereof qualifies him for a vacation, his vacation shall be paid by the Employers and the Union on a pro rata basis.

### 7.3 Vacation procedure.

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.

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

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.

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.

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.

### 7.4 Administration.

## SECTION 7

## VACATIONS

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 vacation 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 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 liability for each eligible longshoreman's vacation pay shall be the proportion of the individual's pay that is equal to the proportion that the total number of longshore hours of work performed for that member in that port bears to the total number of longshore hours of work performed by all employers in that port participating in this vacation plan. It is the purpose of this 7.41 to provide for a several liability for each employer and to provide for a liability from every employer participating in the vacation plan in a port to every longshoreman in the port who is eligible for vacation pay under 7.1 hereof.

7.42 The Pacific Maritime Association shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area. Vacation checks will be available for distribution in the first week of May of the calendar year in which the vacations are paid.

7.43 Any public port or port commission may

## SECTION 8 HIRING, DISPATCHING, REGISTRATION AND PREFERENCE

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 participate in the vacation plan in accordance with the conditions thereon fixed by the Association.

**SECTION 8  
HIRING, DISPATCHING, REGISTRATION AND  
PREFERENCE**

8.1 Dispatching halls.

8.11 The hiring and dispatching of all longshoremen 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. All expense of the dispatching halls shall be borne one-half by the local union and one-half by the Employers.

8.12 Any longshoreman who is not a member of the Union shall be permitted to use the dispatch-

## SECTION 8 HIRING, DISPATCHING, REGISTRATION AND PREFERENCE

ing 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.

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 nonmember employers shall have no preference in the allocation of men, and shall be allocated men on the same basis as Association members.

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.

8.2 Dispatching hall personnel.

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.



## SECTION 8 HIRING, DISPATCHING, REGISTRATION AND PREFERENCE

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

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.

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.

### 8.3 Registration.

8.31 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 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 Joint Port Labor Relations Committee in accordance with this Agreement shall thereby acquire joint coastwide registration under the Pacific Coast Longshore Agreement and the Master Agreement for Clerks,

## SECTION 8 HIRING, DISPATCHING, REGISTRATION AND PREFERENCE

Checkers, and Related Classifications. The rights and obligations of coastwide registration in regard to transfers between ports, visiting, and leaves of absence are set forth in Supplement I to this Agreement. The rights and obligations of coastwide registration in regard to transfer of registered longshoremen to registered clerk status and vice versa are set forth in Supplement II to this Agreement.

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

8.34 Each registered longshoreman has the 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 de-registered.

### 8.4 Preference of employment.

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 Agreement 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

**SECTION 9****PROMOTIONS**

manner and for such times and places as it determines in its discretion.

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.

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.

8.44 Any longshoreman or dispatching 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.

**SECTION 9  
PROMOTIONS**

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

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 Agreement, 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

**SECTION 10****ORGANIZATION OF GANGS, GANG SIZES AND MANNING, AND METHODS OF DISPATCHING**

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.

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

9.31 Subject to the ultimate control of the 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.

**SECTION 10  
ORGANIZATION OF GANGS, GANG SIZES AND MANNING, AND METHODS OF DISPATCHING**

10.1 The Joint Port Labor Relations Committee 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 Agreement, gangs and men not assigned to gangs shall be so dispatched as to equalize their work opportunities as nearly as practicable, having regard to their qualifications for the work they are required to do. The

## SECTION 10

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

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.

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

10.2 The organized or make-up minimum 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)

A winch driver (two on single winches)

A hatch tender

Two (2) sling or front men

Four (4) holdmen (including any side runners used).

10.21 Except as hereinafter provided:

10.211 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 by the necessary driver(s).

10.212 On discharge operations, this basic gang can be used when the loads are being moved to the point of removal from the vessel by mechanical equipment plus driver(s) or are ready for slinging without additional work except the placement of slings or similar devices.

10.22 When the cargo handling operation to

## SECTION 10

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

be performed requires only a basic gang, that gang may be used to rig, uncover and cover hatches without additional men.

10.23 When cargo is to be hand-handled, then two swingmen shall be used with the basic gang for all discharge operations, and four swingmen shall be used for all loading operations. Exception: When space and 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.

10.24 Such swingmen 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 the second winch driver may be shifted as provided in 3.131. Swingmen, skilled or unskilled, and the second winch driver, shall not be added to the basic gang complement in order to have ship's time guaranteed. They shall have the eight-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.

10.25 Longshore work such as rigging, laying dunnage, etc. in connection with loading and discharging is to be performed as ordered.

10.26 The employer shall be permitted to bring machinery and machine drivers into the hold and to swing out an equivalent number of holdmen, provided four basic holdmen are retained at all times.

10.27 The minimums set forth can be supplied

## SECTION 10

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

mented in any numbers as ordered by the employer, while needed, without precedent.

10.28 If loads above contractual limits are to be moved manually, and additional men or machines are required to guarantee against onerous individual workload, and to maintain safety standards, they will be provided.

10.3 Manning for existing operations shall continue with the employer having the right to ask for review of such manning through the contract machinery in the following situations:

(a) Where existing manning for other general cargo operations, including packaged lumber and mixed operations of break bulk and unitized cargo, (other than hand-handled operations) exceed the basic gang; provided, however, that such review shall not seek to reduce the manning below said basic gang, and shall be based on a determination of necessary men as defined in 15.2.

(b) For remaining existing operations, such review shall be based on a determination of necessary men as defined in 15.2 and shall not be limited by the basic gang structure.

10.31 In existing operations, where changed methods have already been introduced which eliminate hand-handling of cargo on a piece by piece basis; or which eliminate hand-handling of units (as in cases of straight runs of unitized cargo, mechanically landed, lifted and stowed and vice versa); or which eliminate the need for holdmen by removal

## SECTION 11

## NO STRIKES, LOCKOUTS AND WORK STOPPAGES

of devices (as in the case of chutes in scrap operation), the procedure of 10.3(b) shall apply.

10.4 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 in effect, subject to final resolution through the Agreement grievance machinery.

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

10.6 If, during a shift, a change is made from 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.

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

## 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.

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

## SECTION 11

## NO STRIKES, LOCKOUTS AND WORK STOPPAGES

## 11.3 How work shall be carried on.

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.

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

## 11.4 Exceptions for health and safety.

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.

## 11.5 Picket lines.

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 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

## SECTION 12

## MEETINGS FOR REGISTERED LONGSHOREMEN

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 non-collusive 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.

## SECTION 12

## MEETINGS FOR REGISTERED LONGSHOREMEN

12.1 In addition to other qualifications specifically set forth in this Agreement, all registered longshoremen in order to remain qualified and eligible for dispatch through the dispatching hall must be familiar with all the provisions of this Agreement, including all working, dispatching and safety rules, and the requirements of conformance and performance under this Agreement.

12.2 To this end it shall be the duty of the Union

## SECTION 13

## NO DISCRIMINATION

to inform all registered Union longshoremen of their collective and individual responsibilities under this 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 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 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 connection 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.

## SECTION 14

## SLING LOAD LIMITS

SECTION 14  
SLING LOAD LIMITS

14.1 Where conditions, number of longshoremen on the dock and in the ship, and the method of operation are the same as in 1937, loads for commodities covered herein built by a longshoreman shall be of such size as the employer shall direct within the maximum limits herein specified, and no employer shall direct and longshoremen shall not be required to build loads covered by this 14.1 in excess of the following standard maximum sling loads:

Commodity	Sling Load
(1) - Canned Goods	
24 - 2½ talls, 6 - 12's tall and 48 - 1 talls (including salmon) .....	35 cases
When loads are built of 3 tiers of 12.....	36 cases
24 - 1 talls .....	60 cases
24 - 2's talls .....	50 cases
6 - 10's talls .....	40 cases
Miscellaneous cans 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

## SECTION 14

## SLING LOAD LIMITS

Commodity	Sling Load
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
Cocconut .....	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
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)	

## SECTION 14

## SLING LOAD LIMITS

Commodity	Sling Load
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less on board (capacity of board - 1 tier), maxi- mum 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 haul from and to ship's tackle .....	12 sacks
Coffee - Hand pulled from and to ship's tackle (bags weighing approximately 136 lbs.) .....	9 sacks

## SECTION 14

## SLING LOAD LIMITS

Commodity	Sling Load
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 bulk head 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

## SECTION 14

## SLING LOAD LIMITS

14.11 The packages described in the foregoing schedule of maximum load limits on loads covered by 14.1 are for the standard sizes by weight and measurement of 1937. If any commodities named are of a size as to weight and measurement different from that which is specified, the maximum load limit will be changed accordingly for any such commodity, by mutual agreement.

14.12 If cargo is being pre-palletized on the dock, the load limits herein specified do not govern.

14.13 It is agreed that the Employers will not use maximum-sized loads or minimal numbers of men as a subterfuge to establish unreasonable speed-ups; nor will the Union or its longshore local(s) resort to subterfuge to curtail production.

14.2 In the case of all commodities other than those listed in 14.1 or on operations not subject to the limitations of 14.1, where operations have changed or where new commodities or operations have developed, loads shall be built and handled as directed by the employer, within safe and practical limits and without speed up of the individual. Any dispute arising with regard to such an operation shall be settled through the grievance machinery with work continuing as ordered by the employer.

14.21 An increase in the number of longshoremen man-handling cargo or the use of machinery to move or stow cargo on the dock or on the ship shall be considered a change in operations that per-



## SECTION 15

## EFFICIENT OPERATIONS

mits the handling of loads larger than those specified in 14.1.

14.3 Loads shall be skimmed only as necessary to an operation and as ordered by the employer.

14.4 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.

**SECTION 15  
EFFICIENT OPERATIONS**

15.1 There shall be no interference by the 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 the Agreement protecting the safety and welfare of the employees. "Speed-up" 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.

## SECTION 16

## SAFETY

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 and the fact that during many operations all men will not be working at all times due to the cycle of the operation.

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.

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

**SECTION 16  
SAFETY**

16.1 Recognizing that prevention of accidents is

## SECTION 16

## SAFETY

mutually beneficial, the responsibility of the parties in respect thereto shall be as follows:

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

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

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.

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

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.

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

## SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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 consist 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.

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 Agreement, 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 desig-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

nated by the Union and three or more representatives designated by the Employers. Each side of the committee shall have equal vote.

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

17.121 To maintain and operate the dispatching hall.

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

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

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

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.

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.

17.13 There shall be a Joint Area Labor Relations Committee for each of the four port areas (Southern California, Northern California, Colum-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

bia 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 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.

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.

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.

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

17.2 Grievances arising on the job shall be processed in accordance with the procedure hereof begin-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

ning with 17.21. Other grievances as to which there are no specific provisions herein 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.

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 Employer.

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.

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.

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 re-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

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

17.26 The Joint Coast Labor Relations 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 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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

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.

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.

## 17.28 Miscellaneous provisions.

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.

17.282 If the local grievance machinery 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 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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

Port and Joint Area Labor Relations Committees and before the Area Arbitrator.

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

## 17.3 Business Agents.

17.31 To aid in prompt settlement of grievances and to observe Agreement performance, it is agreed that Business Agents as Union representatives 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 registered longshoreman or an applicant for registration or a casual longshoreman) claims that he has been discriminated against in violation 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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

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.

17.42 Either the Employers, the Union or the man involved may take an appeal from the decision of the Joint Port Labor Relations Committee. 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 the time limits allowed, the Joint Coast Labor Relations Committee shall either confirm or reverse or modify the decision of the Joint Port Labor Relations Committee without any further hearing, or order a further hearing and thereupon issue its decision on the basis of the entire record including that at both hearings.

17.43 An appeal from the decision of the Joint Coast Labor Relations Committee can be presented to the Coast Arbitrator (or by agreement of the Joint Coast Labor Relations Committee 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 deliv-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

ered 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 representative on the Joint Coast Labor Relations Committee if by either the Union or the Employer. 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 be carried on in accordance with the procedures generally applicable under this Agreement for arbitration before the Coast Arbitrator.

17.5 Arbitrators and awards.

17.51 The parties have an arbitrator for 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 appointed at the request of either party by Mr. E. D. Conklin.

17.52 Powers of arbitrators shall be limited strictly to the application and interpretation of the Agreement as written. The arbitrators shall have jurisdiction to decide any and all disputes arising under the Agreement including cases dealing with the resumption or continuation of work.

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

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

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.

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.

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

## 17.6 Informal hearings and interim rulings.

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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

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 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.

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 arbi-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

trator may temporarily delay a hearing to permit prompt bona fide efforts to settle the question in the Port or Area Joint Labor Relations Committee.

17.64 The use of the informal procedure 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 hall.

17.71 The employer shall have the right to return to the dispatching hall any man (or to send home any non-registered 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 dispatched 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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

returned to the dispatching hall or dealt with, his grievance shall be taken up as provided in 17.2 beginning with 17.23.

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.

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.

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

17.81 All longshoremen shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the



SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

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 offense, cancelled from registration. 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 thereafter 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 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.

17.821 Assault.

76

SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES

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

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

17.8213 In either case such conviction 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.

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

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

17.8223 Pilferage offenses committed prior to July 1, 1956 shall not be considered herein. The Joint Coast Labor Relations Committee shall review this date and is empowered to move it forward periodically.

17.823 Drunkenness or smoking in prohibited areas.

17.8231 First offense: suspension for 15 days.

17.8232 Second offense: suspension for 30 days.

17.8233 Succeeding offenses: Minimum

77

**SECTION 17 JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION  
OF AGREEMENT AND GRIEVANCE PROCEDURES**

penalty, 60 days' suspension; maximum penalty, discretionary.

17.824 Suspensions under the foregoing 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 assessed then the days off on suspension shall be discounted at the rate of five dollars (\$5.00) per day. Any man suspended under these provisions shall not be dispatched for work in any port covered by this Agreement until the suspension penalty has been served.

17.83 Any longshoremen having records of habitual drunkenness or whose conduct on the job or in the dispatching hall causes disruption 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 dispatched to operate or used to operate any hoisting or mechanical equipment or devices or to supervise the operation of such equipment.

17.84 In the event of disagreement at the 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.

**SECTION 18**

**GOOD FAITH GUARANTEE**

17.85 The rules and penalties provided hereinabove shall be applicable to fully registered 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 penalties 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 registered men or nonregistered men or to both groups that are provided in existing and future local joint working, dispatching, and registration 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 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 Agreement 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:

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

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.

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

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.

19.132 On each call of a steam schooner operating Class A: at any port the employer assigns the vessel's members of the deck department (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 or on by the sailors is permitted on Class A vessels. 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 working arrangement which depends on conditions of the tide rather than the hours of the day should define such practices by a local working rule or rules, and until they are placed in writing such past practices shall continue.

19.14 LSM-type vessels are Class A provided that longshoremen perform the following 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 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 A to Class B or from Class B to Class A on an hour by hour basis.

## SECTION 20

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

19.2 No arbitrator may consider or determine 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.

## SECTION 20

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

20.1 This Agreement shall remain in effect—unless terminated in accordance with other provisions in the Agreement or unless the termination date is extended by mutual agreement—until July 1, 1966, 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.

20.2 Any item in this Agreement except Mechanization and Modernization and Pensions shall be subject to review on June 15, 1965, at the request of either party. Mechanization and Modernization and Pensions are reviewable as provided in the respective Supplementary Agreements.

20.21 The party desiring review shall give

82

## SECTION 21

WELFARE, PENSION, MECHANIZATION AND  
MODERNIZATION PLANS

notice of the items to be reviewed not less than thirty (30) days prior to the review date. Negotiations shall take place during the first fifteen (15) days thereafter and any unresolved items shall be referred to the Coast Arbitrator, the award to be rendered by the review date. Any adjustment in the basic straight or overtime rates agreed to by the parties or an award rendered by the Coast Arbitrator shall become effective with the day shift on the Monday nearest the review date.

## SECTION 21

WELFARE, PENSION, MECHANIZATION AND  
MODERNIZATION PLANS

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

83

**SECTION 22  
MODIFICATION**

22.1 No provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

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.

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 the Pacific Coast Longshore Agreement at a time and in a manner to be agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement setting forth their agreement signed May 9, 1962 as modified on June 22, 1962.

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/ J. Paul St. Sure  
/s/ J. A. Robertson

/s/ Harry Bridges  
/s/ H. J. Bodine  
/s/ L. B. Thomas

**WAGE SCHEDULE 1962-1963\* 20¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.26	4.89	7.335	5.87	8.805
10¢ .....	3.36	5.04	7.56	6.02	9.03
20¢ .....	3.46	5.19	7.785	6.17	9.255
30¢ .....	3.56	5.34	8.01	6.32	9.48
45¢ .....	3.71	5.565	8.35	6.545	9.82
80¢ .....	4.06	6.09	9.135	7.07	10.605
85¢ .....	4.11	6.165	9.25	7.145	10.72
\$1.20 .....	4.46	6.69	10.035	7.67	11.505
Explosives .....	6.32	9.48	14.22	10.46	15.69

\* Effective 8:00 A.M. July 30, 1962 — 8:00 A.M. June 17, 1963

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1962-1963\* BASE RATE**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.06	4.59	6.885	5.51	8.265
10¢ .....	3.16	4.74	7.11	5.66	8.49
20¢ .....	3.26	4.89	7.335	5.81	8.715
30¢ .....	3.36	5.04	7.56	5.96	8.94
45¢ .....	3.51	5.265	7.90	6.185	9.28
80¢ .....	3.86	5.79	8.685	6.71	10.065
85¢ .....	3.91	5.865	8.80	6.785	10.18
\$1.20 .....	4.26	6.39	9.585	7.31	10.965
Explosives .....	6.12	9.18	13.77	10.10	15.15

\* Effective 8:00 A.M. July 30, 1962 — 8:00 A.M. June 17, 1963

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1962-1963\* 25¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.31	4.965	7.45	5.96	8.94
10¢ .....	3.41	5.115	7.67	6.11	9.165
20¢ .....	3.51	5.265	7.90	6.26	9.39
30¢ .....	3.61	5.415	8.12	6.41	9.615
45¢ .....	3.76	5.64	8.46	6.635	9.95
80¢ .....	4.11	6.165	9.25	7.16	10.74
85¢ .....	4.16	6.24	9.36	7.235	10.85
\$1.20 .....	4.51	6.765	10.15	7.76	11.64
Explosives .....	6.37	9.555	14.33	10.55	15.825

\* Effective 8:00 A.M. July 30, 1962 — 8:00 A.M. June 17, 1963

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1962-1963\* 15¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.21	4.815	7.22	5.78	8.67
10¢ .....	3.31	4.965	7.45	5.93	8.895
20¢ .....	3.41	5.115	7.67	6.08	9.12
30¢ .....	3.51	5.265	7.90	6.23	9.345
45¢ .....	3.66	5.49	8.235	6.455	9.68
80¢ .....	4.01	6.015	9.02	6.98	10.47
85¢ .....	4.06	6.09	9.135	7.055	10.58
\$1.20 .....	4.41	6.615	9.92	7.58	11.37
Explosives .....	6.27	9.405	14.11	10.37	15.555

\* Effective 8:00 A.M. July 30, 1962 — 8:00 A.M. June 17, 1963

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1963-1964\* BASE RATE**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.19	4.785	7.18	5.74	8.61
10¢ .....	3.29	4.935	7.40	5.89	8.835
20¢ .....	3.39	5.085	7.63	6.04	9.06
30¢ .....	3.49	5.235	7.85	6.19	9.285
45¢ .....	3.64	5.46	8.19	6.415	9.62
80¢ .....	3.99	5.985	8.98	6.94	10.41
85¢ .....	4.04	6.06	9.09	7.015	10.52
\$1.20 .....	4.39	6.585	9.88	7.54	11.31
Explosives .....	6.38	9.57	14.355	10.525	15.79

\* Effective 8:00 A.M. June 17, 1963 — 8:00 A.M. June 15, 1964

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1962-1963\* 30¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.36	5.04	7.56	6.05	9.075
10¢ .....	3.46	5.19	7.785	6.20	9.30
20¢ .....	3.56	5.34	8.01	6.35	9.525
30¢ .....	3.66	5.49	8.235	6.50	9.75
45¢ .....	3.81	5.715	8.57	6.725	10.09
80¢ .....	4.16	6.24	9.36	7.25	10.875
85¢ .....	4.21	6.315	9.47	7.325	10.99
\$1.20 .....	4.56	6.84	10.26	7.85	11.775
Explosives .....	6.42	9.63	14.445	10.64	15.96

\* Effective 8:00 A.M. July 30, 1962 — 8:00 A.M. June 17, 1963

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1963-1964\* 15¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.34	5.01	7.515	6.01	9.015
10¢ .....	3.44	5.16	7.74	6.16	9.24
20¢ .....	3.54	5.31	7.965	6.31	9.465
30¢ .....	3.64	5.46	8.19	6.46	9.69
45¢ .....	3.79	5.685	8.53	6.685	10.03
80¢ .....	4.14	6.21	9.315	7.21	10.815
85¢ .....	4.19	6.285	9.43	7.285	10.93
\$1.20 .....	4.54	6.81	10.215	7.81	11.715
Explosives .....	6.53	9.795	14.69	10.795	16.19

\* Effective 8:00 A.M. June 17, 1963 — 8:00 A.M. June 15, 1964

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1962-1963\* 40¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.46	5.19	7.785	6.23	9.345
10¢ .....	3.56	5.34	8.01	6.38	9.57
20¢ .....	3.66	5.49	8.235	6.53	9.795
30¢ .....	3.76	5.64	8.46	6.68	10.02
45¢ .....	3.91	5.865	8.80	6.905	10.36
80¢ .....	4.26	6.39	9.585	7.43	11.145
85¢ .....	4.31	6.465	9.70	7.505	11.26
\$1.20 .....	4.66	6.99	10.485	8.03	12.045
Explosives .....	6.52	9.78	14.67	10.82	16.23

\* Effective 8:00 A.M. July 30, 1962 — 8:00 A.M. June 17, 1963

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1963-1964\* 30¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.49	5.235	7.85	6.28	9.42
10¢ .....	3.59	5.385	8.08	6.43	9.645
20¢ .....	3.69	5.535	8.30	6.58	9.87
30¢ .....	3.79	5.685	8.53	6.73	10.095
45¢ .....	3.94	5.91	8.865	6.955	10.43
80¢ .....	4.29	6.435	9.65	7.48	11.22
85¢ .....	4.34	6.51	9.765	7.555	11.33
\$1.20 .....	4.69	7.035	10.55	8.08	12.12
Explosives .....	6.68	10.02	15.03	11.065	16.60

\* Effective 8:00 A.M. June 17, 1963 — 8:00 A.M. June 15, 1964

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1963-1964\* 20¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.39	5.085	7.63	6.10	9.15
10¢ .....	3.49	5.235	7.85	6.25	9.375
20¢ .....	3.59	5.385	8.08	6.40	9.60
30¢ .....	3.69	5.535	8.30	6.55	9.825
45¢ .....	3.84	5.76	8.64	6.775	10.16
80¢ .....	4.19	6.285	9.43	7.30	10.95
85¢ .....	4.24	6.36	9.54	7.375	11.06
\$1.20 .....	4.59	6.885	10.33	7.90	11.85
Explosives .....	6.58	9.87	14.805	10.885	16.33

\* Effective 8:00 A.M. June 17, 1963 — 8:00 A.M. June 15, 1964

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1963-1964\* 40¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.59	5.385	8.08	6.46	9.69
10¢ .....	3.69	5.535	8.30	6.61	9.915
20¢ .....	3.79	5.685	8.53	6.76	10.14
30¢ .....	3.89	5.835	8.75	6.91	10.365
45¢ .....	4.04	6.06	9.09	7.135	10.70
80¢ .....	4.39	6.585	9.88	7.66	11.49
85¢ .....	4.44	6.66	9.99	7.735	11.60
\$1.20 .....	4.79	7.185	10.78	8.26	12.39
Explosives .....	6.78	10.17	15.255	11.245	16.87

\* Effective 8:00 A.M. June 17, 1963 — 8:00 A.M. June 15, 1964

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1963-1964\* 25¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.44	5.16	7.74	6.19	9.285
10¢ .....	3.54	5.31	7.965	6.34	9.51
20¢ .....	3.64	5.46	8.19	6.49	9.735
30¢ .....	3.74	5.61	8.415	6.64	9.96
45¢ .....	3.89	5.835	8.75	6.865	10.30
80¢ .....	4.24	6.36	9.54	7.39	11.085
85¢ .....	4.29	6.435	9.65	7.465	11.20
\$1.20 .....	4.64	6.96	10.44	7.99	11.985
Explosives .....	6.63	9.945	14.92	10.975	16.46

\* Effective 8:00 A.M. June 17, 1963 — 8:00 A.M. June 15, 1964

\*\*Penalty Cargo List follows Wage Schedules



**WAGE SCHEDULE 1964-1965\* 20¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.52	5.28	7.92	6.335	9.50
10¢ .....	3.62	5.43	8.145	6.485	9.73
20¢ .....	3.72	5.58	8.37	6.635	9.95
30¢ .....	3.82	5.73	8.595	6.785	10.18
45¢ .....	3.97	5.955	8.93	7.01	10.515
80¢ .....	4.32	6.48	9.72	7.535	11.30
85¢ .....	4.37	6.555	9.83	7.61	11.415
\$1.20 .....	4.72	7.08	10.62	8.135	12.20
Explosives .....	6.84	10.26	15.39	11.315	16.97

\* Effective 8:00 A.M. June 15, 1964 — 8:00 A.M. June 14, 1965

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1964-1965\* BASE RATE**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.32	4.98	7.47	5.975	8.96
10¢ .....	3.42	5.13	7.695	6.125	9.19
20¢ .....	3.52	5.28	7.92	6.275	9.41
30¢ .....	3.62	5.43	8.145	6.425	9.64
45¢ .....	3.77	5.655	8.48	6.65	9.975
80¢ .....	4.12	6.18	9.27	7.175	10.76
85¢ .....	4.17	6.255	9.38	7.25	10.875
\$1.20 .....	4.52	6.78	10.17	7.775	11.66
Explosives .....	6.64	9.96	14.94	10.955	16.43

\* Effective 8:00 A.M. June 15, 1964 — 8:00 A.M. June 14, 1965

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1964-1965\* 25¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.57	5.355	8.03	6.425	9.64
10¢ .....	3.67	5.505	8.26	6.575	9.86
20¢ .....	3.77	5.655	8.48	6.725	10.09
30¢ .....	3.87	5.805	8.71	6.875	10.31
45¢ .....	4.02	6.03	9.045	7.10	10.65
80¢ .....	4.37	6.555	9.83	7.625	11.44
85¢ .....	4.42	6.63	9.945	7.70	11.55
\$1.20 .....	4.77	7.155	10.73	8.225	12.34
Explosives .....	6.89	10.335	15.50	11.405	17.11

\* Effective 8:00 A.M. June 15, 1964 — 8:00 A.M. June 14, 1965

\*\*Penalty Cargo List follows Wage Schedules

**WAGE SCHEDULE 1964-1965\* 15¢ SKILL**

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.47	5.205	7.81	6.245	9.37
10¢ .....	3.57	5.355	8.03	6.395	9.59
20¢ .....	3.67	5.505	8.26	6.545	9.82
30¢ .....	3.77	5.655	8.48	6.695	10.04
45¢ .....	3.92	5.88	8.82	6.92	10.38
80¢ .....	4.27	6.405	9.61	7.445	11.17
85¢ .....	4.32	6.48	9.72	7.52	11.28
\$1.20 .....	4.67	7.005	10.51	8.045	12.07
Explosives .....	6.79	10.185	15.28	11.225	16.84

\* Effective 8:00 A.M. June 15, 1964 — 8:00 A.M. June 14, 1965

\*\*Penalty Cargo List follows Wage Schedules

PENALTY CARGO LIST

PENALTY CARGO LIST

10¢ PENALTY

Following specified commodities in lots of 25 tons or more:

Alfalfa Meal.	ano, blood meal and bone meal.
Bones, untreated or offensive, in sacks.	Glass, broken, in sacks.
Borate (Razorite) when packed in cloth containers with no inner lining.	Green hides.
Calcine Coke.	Herring, in boxes and barrels.
Caustic Soda in drums.	Iron blisters, molded, from Europe.
Celite and Decalite in sacks.	Lime, in barrels and loose mesh sacks.
Coal in sacks.	Lime, dehydrated, in sacks.
Cement.	Lumber, logs and lumber products loaded out of water.
Creosote when not crated.	Lumber, chemically treated, uncrated.
Creosoted wood products unless boxed or crated.	Lumber, freshly painted and paint is wet.
Fertilizers, following, in bags:	Meat scraps, in sacks.
Tankage, animal, fish, fish-meal, gu-	Nitrate, crude, untreated in sacks.
	Ore, in sacks.

WAGE SCHEDULE 1964-1965\* 30¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.62	5.43	8.145	6.515	9.77
10¢ .....	3.72	5.58	8.37	6.665	10.00
20¢ .....	3.82	5.73	8.595	6.815	10.22
30¢ .....	3.92	5.88	8.82	6.965	10.45
45¢ .....	4.07	6.105	9.16	7.19	10.785
80¢ .....	4.42	6.63	9.945	7.715	11.57
85¢ .....	4.47	6.705	10.06	7.79	11.685
\$1.20 .....	4.82	7.23	10.845	8.315	12.47
Explosives .....	6.94	10.41	15.615	11.495	17.24

\* Effective 8:00 A.M. June 15, 1964 — 8:00 A.M. June 14, 1965

\*\*Penalty Cargo List follows Wage Schedules

10¢ PENALTY

PENALTY CARGO LIST

Phosphates, crude, untreated, in sacks (Not considered treated by the mere process of grinding).	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 talc.
Pig Iron, rough piled, when hand handled.	
Plaster, in sacks without inner containers.	
Refrigerated Cargo: Handling and stowing refrigerator space: meats, fowl and other similar cargoes to be transported at temperatures of freezing or below in boxes. (In lots of 25 tons or more, or if job lasts one hour or more, penalty to apply on all time worked on refrigerator cargo.)	Sacks: Loading only and to apply to the entire loading operation where table or chutes are used and the men are handling sacks weighing 120 pounds or over on the basis of one man per sack.
Rubber, Baled, Covered with Talc: To be paid to the gang actually handling this commodity including the deck men, front men, jitney driver and the	Salt blocks in sacks.
	Scrap metal in bulk and bales excluding rails, plates, drums, car wheels and axles.

WAGE SCHEDULE 1964-1965\* 40¢ SKILL

Penalty **	First and Second Shifts			Third Shift	
	ST	OT	1½ OT	0-5 Hrs	6th Hr
None .....	3.72	5.58	8.37	6.695	10.04
10¢ .....	3.82	5.73	8.595	6.845	10.27
20¢ .....	3.92	5.88	8.82	6.995	10.49
30¢ .....	4.02	6.03	9.045	7.145	10.72
45¢ .....	4.17	6.255	9.38	7.37	11.055
80¢ .....	4.52	6.78	10.17	7.895	11.84
85¢ .....	4.57	6.855	10.28	7.97	11.955
\$1.20 .....	4.92	7.38	11.07	8.495	12.74
Explosives .....	7.04	10.56	15.84	11.675	17.51

\* Effective 8:00 A.M. June 15, 1964 — 8:00 A.M. June 14, 1965

\*\*Penalty Cargo List follows Wage Schedules

PENALTY CARGO LIST

**\$1.20 PENALTY**

Working hatch when fire burning or cargo smoldering in hatch.

**EXPLOSIVES**

When working Class A explosives as defined by Interstate Commerce Commission regulation (Topping's Manual) 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.

PENALTY CARGO LIST

**10¢ PENALTY**

Soda ash in bags.

Sulphur, dehydrated, in sacks.

Cargoes leaking or sifting due to damage or faulty containers:

Cottonseed meal in sacks.

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

Aniline dyes.

Lamp Black.

Bichromate of soda in sacks.

Tapioca flour.

Working in cramped space:

106 Holdmen only—All paper and pulp in packages weighing 300 pounds or over 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 siderunners when used.

**20¢ PENALTY**

Shoveling—All commodities except those earning higher rate.

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

PENALTY CARGO LIST

**30¢ PENALTY**

Bulk Grain—Boardmen only.

Bulk Phosphate Rock.

**45¢ PENALTY**

Bulk: Sulphur, Soda Ash, and Crude untreated Potash.

**80¢ PENALTY**

Bulk Bones, untreated or offensive.

**85¢ PENALTY**

Damaged cargo:

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

Committee for handling that part of the cargo only which is in a badly damaged or offensive condition. This provision shall apply only to individual consignments which are damaged and shall not empower any committee to add to or detract from penalty cargo rates herein specified.

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

SUPPLEMENT I 1. TRANSFERS OF LONGSHOREMEN BETWEEN PORTS

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

## SUPPLEMENT I 1. TRANSFERS OF LONGSHOREMEN BETWEEN PORTS

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

## SUPPLEMENT I 2. VISITING REGULATIONS FOR THE HOME PORT

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.

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

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.

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

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**

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. The exception to this is: "Longshoremen shall not be required to work when in good faith they believe that to do so is to immediately endanger health and safety."

1.2 In the October 18, 1960 Memorandum of Agreement, paragraph 45 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."

1.3 It is clearly understood that when the Union invokes Section 11.4 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.

1.4 Rule 206 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.

1.5 Within this framework, however, the man or men



have the right to raise a question in good faith through their steward who will place the grievance procedure in motion.

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

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

2.1 Not being satisfied with the instructions as to how work shall proceed, the men must ask their steward to request the safety matter be brought to the attention of the foreman or walking boss in immediate charge of the operation.

2.2 The men shall remain on the job during the shift until a decision has been reached as to how work shall proceed. 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. If necessary, the Business Agent shall be called. The Joint Coast Labor Relations Committee agrees that 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.

2.3 If it is determined that an unsafe condition exists which can be corrected, the men shall work as directed to correct such condition. If it is agreed 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 time of standby.

2.4 If agreement cannot be reached in Step 2, an immediate Joint Port Labor Relations Committee meeting shall be called on the job.

2.5 If agreement cannot be reached in Step 4, the Area Arbitrator shall be called to the job for an immediate ruling as to how work shall proceed.

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

2.7 Where the Arbitrator decides the employers were correct, the men shall not be paid for standby time. Where the Arbitrator decides the men were correct, the men shall be paid for standby time.

2.8 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.

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

3. Should the Arbitrator rule that the issue was raised as a gimmick, the employers may process the matter through grievance procedures for appropriate penalties.

4. It is to be carefully noted that the contract machinery is the same in all disputes but it is only on health and safety that a standby may be justified. The purpose is to protect both parties on legitimate issues of health and safety.

**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.

**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

## ADDENDUM

## SWINGMEN

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.

## SWINGMEN

CLRC No. 28, December 27, 1961 and  
Item XXI June 22, 1962 Memorandum  
of Agreement

The Coast Committee reviewed the discussions in the negotiations in 1960. Language proposed by the Union con-

## ADDENDUM

## 6 HOLDMEN VS. 8 ON LOADOUT

cerning preferential assignment of dock work to men either old or disabled was not included in the final settlement, but in principle the Employers agreed with the Union on this matter.

The Coast Committee agrees in general with its previous ruling contained in CLRC Meeting No. 3, February 17, 1960, that swingmen will not be ordered for the purpose of making up a dock unit as such. They shall not be ordered in advance of the shift that it is reasonably anticipated that they will be required to work in the hold. Conversely, this does not mean that swingmen cannot be used on the dock. In other words, the employer should use good judgment in the amount of dock work involved, and employ dockmen for that purpose.

## 6 HOLDMEN VS. 8 ON LOADOUT

CLRC No. 4-A, March 27, 1961 (Item 1)  
Seattle Dispute — 6 Holdmen vs. 8 On  
Loadout, and June 22, 1962 Memorandum  
of Agreement (Item VII)

The Committee discussed this matter in light of the negotiations of October 18, 1960 Memorandum of Agreement, the "Questions and Answers", and the "Interpretive Document"; also in light of the Meehan Award of March 15, 1961. The Employers contended that during negotiations, an exception had been granted that would not require the Employers to add men when they had used fewer than 8 holdmen on a loadout operation. The Union members contended that they did not agree to a general exception, only to the American Mail Line operation in Seattle and a bulk operation in Tacoma.

Following considerable discussion the parties agreed that:

The basic hold gang for break bulk loadout general cargo is 4 holdmen plus 4 swingmen, as provided in the 10/18/60 Memorandum.

However, in Washington ports where local rules provide for 6 holdmen and where 6 men have been used on

certain operations consistently for loadout operation, an exception will be recognized when and as these facts are established. If there is disagreement as to the facts, the factual issues shall be submitted promptly to local arbitration.

It is presently recognized that American Mail Line is within the exception described as to certain of their operations, and that other operators shall be entitled to establish, on such factual basis, exceptions for their operations.

The arbitration award dated March 15, 1961, relating to the *SS Vigan* shall be deemed to be consistent with this statement, or shall be modified to be made so.

The Committee rules that the Employers shall analyze their records to August 10, 1959, to provide data for the test of consistency.

The exceptions recognized in the Washington Area for Alaska Steamship Company, American Mail Line, Blue Star Line and Matson Navigation Company that provide for the continued use of six (6) men in the hold on a hand-handled general break bulk cargo loading operation shall not apply at such times as loads above the contractual limits are being handled.

#### 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.

#### FRONT MEN

CLRC No. 4, February 22, 1961 (Item 2)  
Classification of Front Men (Slingmen)

Union members referred to CLRC Meeting No. 5, March 31, 1960, in regard to the above subject. In those Minutes it was agreed that front men (slingmen) could be sent aboard ship if local rules so provided. Front men (slingmen) could not refuse to go aboard the ship on the basis that they were dockmen. The Committee agreed that the problem arises where no local rules exist. It was agreed that front men (slingmen) may be shifted aboard ship if there is no local rule to the contrary. However, front men (slingmen) who are not physically able to perform the work aboard ship shall not be requested to shift to do such work.

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

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.

CLRC No. 4, January 30, 1962 (Item 4)  
Hook-on Men Working Aboard Ship  
S.F. Area LRC Referral August 8, 1961

The Coast Committee agreed that San Francisco Local Working Rules Nos. 14 and 19 both refer to dockmen—meaning hook-on men, slingmen, or front men. All are part of the ship gang make-up and the matter of their shifting to work aboard the ship is covered completely in CLRC Minutes No. 4, Item 2, February 22, 1961.

## 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.

## 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.

## ADDENDUM

## BAD WEATHER

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.

## ADDENDUM

## IN LIEU OF TIME

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.

## 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.

## ADDENDUM

## MEAL HOUR

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.

## 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.

## ADDENDUM

## NO DISCRIMINATION

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.



ADDENDUM

ONEROUSNESS

## ONEROUSNESS

CLRC No. 3, February 21, 1961

The Committee convened for the purpose of discussing the method of handling complaints of onerousness under the October 18, 1960 Memorandum of Agreement.

The Union members stated they had instructed the longshoremen to work as directed and file complaints, but insisted that there be some method of resolution of the complaints through the grievance procedure.

Following discussion, agreement was reached on the following procedure:

"Nothing in the October 18 Agreement limits the Union's right to raise the question of onerousness of work or individual speedup through the grievance machinery. However, this does not mean that changes in operations, or manning to remove unnecessary men, or the handling of larger loads, in and of themselves, automatically present questions of onerousness of work or individual speedup. When in good faith, a factual question of onerousness of work or individual speedup does arise, prompt use of the grievance machinery is required.

"It is understood and agreed that in cases where a Local Officer alleges an onerous workload or individual speedup, the matter shall be first reported to an International Officer or Coast Committeeman of the ILWU, and if he requests Area PMA, immediate LRC will be held on the job. If agreement is not reached, the Area Arbitrator will be called. His decision will be directed to the manner in which work will continue on the specific operation. His decision shall not be considered a precedent nor final. All such decisions shall be referred to and reviewed by the parties in CLRC for final resolution.

"This procedure shall not apply on operations where the ILWU and PMA have agreed to changed operations or reduced manning under Items 30 to 34 of the October 18, 1960 Document. If claims of onerousness are presented in such cases, they shall be referred to the CLRC."

It was agreed that the above is an interim procedure

136

ADDENDUM

ONEROUSNESS

subject to review within 30 days. The parties recognized that it could place a burden upon the arbitrators and staffs. The parties further agreed that they hoped it would not be necessary to hold LRC or arbitration on the night shift since they were entering into this interim arrangement on a good faith basis.

CLRC No. 7, May 4, 1961 (Item 2, Page 2)  
Provisions for Relief

Similarly, nothing in the October 18, 1960 Memorandum of Agreement limits the Union's right to raise the question of onerousness of work or individual speedup through the grievance machinery. However, this does not mean that when a man is directed to take his own relief, without a man being assigned to relieve him, this automatically presents a question of onerousness of work or individual speedup for the men remaining on the job, regardless of the basic gang structure involved. When, in good faith, a factual question of onerousness of work or individual speedup arises in connection with the men remaining on the job, prompt use of the grievance procedure is required.

It is understood and agreed that in cases where a Local Officer alleges an onerous workload or individual speedup, the matter shall be first reported to an International Officer or Coast Committeeman of the ILWU, and if he requests Area PMA, immediate LRC will be held on the job. If agreement is not reached, the Area Arbitrator will be called. His decision will be directed to the manner in which work will continue on the specific operation. His decision shall not be considered a precedent nor final. All such decisions shall be referred to and reviewed by the parties in CLRC for final resolution.

The Committee agreed to adopt the above as an interim procedure subject to review after 30 days. The parties recognized that it could place a burden upon the arbitrators and staffs. The parties further agreed that they hoped it would not be necessary to hold LRC or arbitration on the night shift, since they were entering into this interim arrangement on a good faith basis.

137

## ADDENDUM

## PICKET LINE LANGUAGE

If it is determined that a situation involving onerousness of work or individual speedup exists, the employer, at his option, shall direct unit relief or furnish an additional man or men to provide necessary relief to correct the situation.

CLRC No. 22, October 24, 1961 (Item 2, Page 8)  
Relief Problem

CLRC No. 7, May 4, 1961, provided a means to correct an onerous situation in the event relief as directed by an employer created such a situation. However, men must work as directed before they can claim that the situation is in fact onerous.

## 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 longshoremens to get paid for observing picket lines, but on the other hand, did not want longshoremens 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 follow-

## ADDENDUM

## PICKET LINE LANGUAGE

ing 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.

**PACIFIC COAST  
LONGSHORE  
CONTRACT  
DOCUMENT**

July 1, 1966 - July 1, 1971

Between

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

*And*

**PACIFIC MARITIME ASSOCIATION**

Name.....

Port.....

Local No..... Reg. No.....

Social Security No.....



**INDEX**

	Section	Page
ADDENDUM . . . . .		145
Addition of Machines Where Economically Feasible and Practical . . . . .		145
Bad Weather . . . . .		145
Continuous Operation . . . . .		149
Dock Work Preference . . . . .		149
Gear Priority . . . . .		150
Holdmen Capable of Driving Lifts — Skilled Holdmen . . . . .		151
In Lieu of Time . . . . .		153
Jobs of Short Duration . . . . .		156
Meal Hour . . . . .		157
No Discrimination . . . . .		159
Onerousness . . . . .		159
Packaged Lumber Operation Under T-7 Picket Line Language . . . . .		159
Steady Skilled Men . . . . .		161
T-Letter Mannings . . . . .		165
Third Shift Minimum . . . . .		165
ADMINISTRATION OF AGREEMENT . . . . .	17.0	70
APPENDIX I . . . . .		167
Standard Maximum Sling Loads . . . . .		167
APPENDIX II-A . . . . .		171
Memorandum of Understanding Between ILWU and IBT . . . . .		171
APPENDIX II-B . . . . .		175
St. Sure Clarification Letter . . . . .		175
APPENDIX II-C . . . . .		179
ILWU Negotiating Committee State- ment With Reference to Manning Scales . . . . .		179
CONTRACT PROPERTY RIGHTS . . . . .		1
DISCRIMINATION, NO . . . . .	13.0	63
DISPATCHING, REGISTRATION AND PREFERENCE . . . . .		8.0 45
Dispatching halls . . . . .		8.1 45

	Section	Page
Dispatching hall personnel . . . . .	8.2	47
Furnishing of gangs and supporting men . . . . .	8.5	50
Preference of employment . . . . .	8.4	49
Registration . . . . .	8.3	47
<b>EFFICIENT OPERATIONS . . . . .</b>	<b>15.0</b>	<b>66</b>
Disputes to Joint CLRC . . . . .	15.5	68
Economic feasibility . . . . .	15.4	68
Employers' rights . . . . .	15.1	66
Rules changes . . . . .	15.3	67
Unnecessary men . . . . .	15.2	67
<b>GOOD FAITH GUARANTEE . . . . .</b>	<b>18.0</b>	<b>87</b>
<b>GRIEVANCE PROCEDURES . . . . .</b>	<b>17.0</b>	<b>70</b>
Arbitrators and awards . . . . .	17.5	79
Business agents . . . . .	17.3	76
Discipline by return to dispatching hall . . . . .	17.7	82
Discrimination complaints . . . . .	17.4	76
Grievances, on the job . . . . .	17.2	72
Informal hearings and interim rulings . . . . .	17.6	80
Joint Labor Relations Committees . . . . .	17.1	70
Penalties for work stoppages, assault, pilferage, drunkenness, and other offenses . . . . .	17.8	83
<b>GUARANTEES . . . . .</b>	<b>3.0</b>	<b>15</b>
Eight-hour guarantee . . . . .	3.1	15
Four-hour minimum . . . . .	3.2	23
General provisions . . . . .	3.3	27
<b>HOLIDAYS . . . . .</b>	<b>5.0</b>	<b>28</b>
<b>HOURS: STRAIGHT AND OVERTIME . . . . .</b>	<b>2.0</b>	<b>10</b>
Basic workday . . . . .	2.1	10
Meal time . . . . .	2.2	10
Relief periods . . . . .	2.3	11
Three shifts availability . . . . .	2.5	15
Workshifts . . . . .	2.4	12
<b>JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES . . . . .</b>	<b>17.0</b>	<b>70</b>
<b>MEETINGS FOR REGISTERED LONGSHOREMEN . . . . .</b>	<b>12.0</b>	<b>62</b>

	Section	Page
<b>MODIFICATION OF AGREEMENT . . . . .</b>	<b>22.0</b>	<b>91</b>
<b>ONEROUS WORKLOAD . . . . .</b>	<b>14.0</b>	<b>64</b>
Onerous procedure . . . . .	14.2	64
Operations not subject to onerous procedure . . . . .	14.3	65
Options under onerous procedure . . . . .	14.4	65
Sling loads . . . . .	14.1	64
<b>ORGANIZATION OF GANGS, GANG SIZES AND MANNING, AND METHODS OF DISPATCHING . . . . .</b>	<b>10.0</b>	<b>53</b>
Basic ship gang, general cargo . . . . .	10.2	54
Change from discharge to loading . . . . .	10.8	59
Change of operation . . . . .	10.4	58
Dock gang units . . . . .	10.7	59
Existing operations manning . . . . .	10.3	56
Methods of dispatching . . . . .	10.1	53
New methods of operation . . . . .	10.5	59
Safeguards . . . . .	10.9	60
Working as directed . . . . .	10.6	59
<b>PENALTY CARGO LIST . . . . .</b>		<b>112</b>
<b>PROMOTIONS . . . . .</b>	<b>9.0</b>	<b>51</b>
Experienced and trained men to be made available . . . . .	9.3	51
Promotions committee . . . . .	9.2	51
Promotion from the ranks . . . . .	9.1	51
Training men in skills . . . . .	9.4	52
<b>SAFETY . . . . .</b>	<b>16.0</b>	<b>68</b>
<b>SCHEDULED DAY OFF . . . . .</b>	<b>4.0</b>	<b>28</b>
<b>SCOPE OF THIS CONTRACT DOCUMENT AND ASSIGNMENT OF WORK . . . . .</b>	<b>1.0</b>	<b>2</b>
Coverage, movement of cargo . . . . .	1.1	2
Definitions . . . . .	1.7	9
Dock work provisions . . . . .	1.2	2
Employer coverage . . . . .	1.8	10
Exceptions . . . . .	1.3	4
Existing practices, other workers . . . . .	1.9	10
	1.6	9

	Section	Page
Machinery and equipment . . . . .	1.5	6
Waivers of work . . . . .	1.4	4
STEAM SCHOONERS . . . . .	19.0	88
STRIKES, LOCKOUTS AND WORK STOPPAGES, NO . . . . .	11.0	60
SUPPLEMENTS . . . . .		121
I. Coastwise Registration and Transfer . . . . .		121
II. Coast Provisions for Transfer of Registration Between Longshore and Clerk Registration Lists . . . . .		127
III. Agreed Procedure With Respect to Disputes On Health and Safety and Onerousness . . . . .		131
IV. Crane Supplement . . . . .		137
TERM OF AGREEMENT AND REVIEW . . . . .	20.0	90
VACATIONS . . . . .	7.0	36
Administration . . . . .	7.4	43
Computation . . . . .	7.1	36
Procedure . . . . .	7.3	42
Qualifying hours and years . . . . .	7.2	39
WAGES . . . . .	6.0	29
Penalty cargo rates . . . . .	6.4	34
Personal effects . . . . .	6.6	35
Skill differentials . . . . .	6.3	31
Straight and overtime . . . . .	6.2	30
Subsistence . . . . .	6.5	35
Wage rates . . . . .	6.1	29
WAGE RATE SCHEDULES . . . . .		94
May 15, 1967 - June 28, 1969 . . . . .		94
June 28, 1969 - June 27, 1970 . . . . .		100
June 27, 1970 - July 1, 1971 . . . . .		106
PENALTY CARGO LIST . . . . .		112
WELFARE, PENSION, MECHANIZATION AND MODERNIZATION PLANS . . . . .	21.0	91
PACIFIC COAST LONGSHORE BARGE AND STEAMSCHOONER TRADE AGREEMENT . . . . .		(page i in back of book)

## 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-

SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND ASSIGNMENT OF WORK TO LONGSHOREMEN

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,

SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND ASSIGNMENT OF WORK TO LONGSHOREMEN

- (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

## SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND  
ASSIGNMENT OF WORK TO LONGSHOREMEN

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

## SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND  
ASSIGNMENT OF WORK TO LONGSHOREMEN

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-

## SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND  
ASSIGNMENT OF WORK TO LONGSHOREMEN

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.

6

## SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND  
ASSIGNMENT OF WORK TO LONGSHOREMEN

(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

7



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. 25  
(See Addendum, In Lieu Of Time.)

#### 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) the men may be required to work a maximum of ten (10) hours without a second meal or meal money to sail a vessel. 52

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

**2.445** A one-hour leeway shall be allowed 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 provided in 6.251. 54

**2.446** The standard shift shall be extended to work a vessel in case of real emergency, such as fire, or a leaking vessel in danger of sinking, provided that all time worked in excess 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 ordered to do so. 55

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

**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

## SECTION 3

## GUARANTEES

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

## SECTION 3

## GUARANTEES

**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: 108

**3.2231** Such men or units of men refusing to continue work shall be paid on the basis of time worked. 109

**3.2232** Related men or units of men shall be shifted to other work, or shall be released with a four-hour minimum. 110

**3.2233** Such a refusal to continue work shall not be considered a violation of this Contract Document. 111

**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. 112

(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 119  
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.

**3.32** When men are late in reporting at the 120  
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.

**3.33** When men are not sent to eat before 121  
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.

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

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

<b>6.2</b> Straight and overtime rates shall be paid according to the following schedule:	133
<b>6.21</b> Straight time rate.	134
<b>6.211</b> First six (6) hours worked between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.	135
<b>6.22</b> Overtime rate of 1.5 times the straight time rate.	136
<b>6.221</b> All work in excess of six (6) hours between 8:00 a.m. and 5:00 p.m.	137
<b>6.222</b> All work between 5:00 p.m. and 8:00 a.m. on weekdays and all work on Saturdays, Sundays and Agreement holidays, except such work as requires a higher premium rate as provided below.	138
<b>6.223</b> When working after 12:00 noon 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 Saturdays, Sundays and Agreement holidays — and work continuing thereafter without an opportunity to eat.	139
<b>6.23</b> Time and one-half the 1.5 overtime rate.	140
<b>6.231</b> When working into the second 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.	141

<b>6.232</b> When working after 12:00 noon 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, Sundays and Agreement holidays — and work continuing thereafter without an opportunity to eat.	142
<b>6.233</b> Work in excess of five (5) consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.	143
<b>6.234</b> All work in excess of ten (10) hours in any one shift.	144
<b>6.24</b> Overtime premium rate of 1.8 times the straight time rate.	145
<b>6.241</b> The first five (5) hours of work during overtime hours when the man's work begins at 2:30 a.m. or 3:00 a.m.	146
<b>6.25</b> Time and one-half the 1.8 overtime premium rate.	147
<b>6.251</b> Work in excess of five (5) hours when the man's work begins at 2:30 a.m. or 3:00 a.m.	148
<b>6.3</b> Skill differentials.	149
<b>6.31</b> In addition to the basic wages for longshore work, additional wages to be called skill differentials shall be paid for the types of work specified below.	150
<b>6.32</b> During overtime hours, the skill differentials shall be one and one-half times the straight time differential.	151
<b>6.33</b> Skill Differentials By Areas.	152

Skill	So. Cal.	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 <sup>3</sup> .....	.30	.30	.30	.30
Combination Lift Truck — Jitney Driver .....	.15	.15	.15	.15
*Crane Chaser .....	—	—	.15	—
Crane Driver .....	.40	.40	.40	.40
Donkey Driver .....	—	—	.15	.15
Dragline Driver .....	.15	.15	.15	.15
Gang Boss .....	.40 <sup>1</sup>	.20	.20	—
			.25 <sup>2</sup>	
Guy Man .....	.15	—	—	—
Hatch Boss Tender <sup>4</sup> .....	—	—	—	.25
Hatch Tender .....	.15	.15	.15	.15
*Holdmen (2 in gang) <sup>5</sup> .....	.15	.15	.15	.15
Lift Truck Operator <sup>6</sup> .....	.15	.15	.15	.15
Payloader Operator <sup>3</sup> .....	.15	.15	.15	.15
Ross Carrier Driver .....	.15	.15	.15	.15
*Sack Turner .....	—	—	.15	.15
*Side Runner .....	—	—	.15	.15
Stowing Machine Driver .....	—	—	.15	.15
Winch Driver .....	.15	.15	.15	.15

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

<sup>1</sup>Applies to Pt. Hueneme only.

<sup>2</sup>Coos Bay, Newport and Bandon .25; other Oregon ports .20.

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

<sup>4</sup>Applies to Tacoma, Anacortes and Port Angeles only.

<sup>5</sup>See Section 10.2.

<sup>6</sup>See Section 10.32(e).

SECTION 6

WAGES

SECTION 6

WAGES

**6.34** The rate of pay for Jitney Drivers shall be the basic longshore rate. When a Jitney Driver is dispatched to drive Jitney, he may be assigned to other work to fill out 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. 153

**6.35** The parties or the Joint Coast Labor 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. 154

**6.4 Penalty cargo rates.** 155

**6.41** In addition to the basic wages for 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. 156

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

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

**6.44** During overtime hours, including 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. 159

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

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

**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 effects 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. 163

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

**6.62** Any damage must be a direct result of 165

## SECTION 7

## VACATIONS

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

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

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

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

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

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

### 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, provided he has been paid for at least 800 hours

## SECTION 7

## VACATIONS

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

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

**7.12** Additional vacation. 175

**7.121** One additional week's vacation 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 176

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

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

**7.122** One additional week's vacation 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 Document or its predecessors for employers bound thereby. 179

**7.13** Modifications applicable to basic vacation and additional vacation: 180

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

ges: 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 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 registered 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 registered 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 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.

**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.

**7.14** Each week's vacation pay shall be 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.

**7.2** Qualifying hours and years.

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

**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-



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 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. 192

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

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

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 employment 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. 196

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

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 performed for that member in that port bears to the total number of longshore hours of work performed by all employers in that port participating in this vacation plan. It is the purpose of this 7.41 to provide for a several liability for each employer and to provide for a liability from every employer participating in the vacation plan in a port to every longshoreman in the port who is eligible for vacation pay under 7.1 hereof.

**7.42** The Pacific Maritime Association 212  
shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area. 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

trol 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 232  
two paid or salaried jobs shall be deregistered unless he gives up the nonlongshore job.

**8.4** Preference of employment. 233

**8.41** First preference of employment and 234  
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.

**8.42** Dispatching of men and gangs shall 235  
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.

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

**8.44** Any longshoreman or dispatching 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. 237

**8.5** Furnishing of gangs and supporting men. 238

**8.51** Each dispatching hall shall furnish on 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. 239

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

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

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

**8.55** Limited registered men and casuals 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. 243

**8.56** Arrangements for employment of casuals shall be made by the Joint Labor Relations Committee of the port. 244

**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 oper-  
ators without limit as to numbers or length of  
time in steady employment. They shall be en-  
titled to the Contract guarantees as provided  
in Section 3. The employer shall be entitled to  
assign and shift such steady men to all equip-  
ment 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 dispatch-  
ing for the port. Gangs and men shall be dis-  
patched only as ordered by the employer. The  
Employers shall have the right to have dis-  
patched to them, when available, the gangs in  
their opinion best qualified to do their work.  
Subject to the provisions of this Contract Docu-  
ment, 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 p.m. to file orders or cancel orders for gangs for the second and third shifts. 255

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

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 in the same manner as T-7. This excludes the reference to "topping off." 265

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

**10.32** Manning for robot operation as it now applies. 266

(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 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.

**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.

**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.

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

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 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. 286

**12.3** Each longshore local shall have the 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. 287

**12.4** Any registered longshoreman refusing 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. 288

#### SECTION 13

##### NO DISCRIMINATION

**13.1** There shall be no discrimination in connection with any action subject to the terms of 289

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 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

66

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.

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.

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.

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

67

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 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.

**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:

16.11 The Union and the Employers will abide by the rules set forth in the existing Pacific Coast Marine Safety Code which shall be

applicable in all ports covered by the Agreement.

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

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.

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

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.

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

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-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES,  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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

70

SECTION 17 JOINT LABOR RELATIONS COMMITTEES,  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

**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

71



SECTION 17 JOINT LABOR RELATIONS COMMITTEES.  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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-

SECTION 17 JOINT LABOR RELATIONS COMMITTEES.  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES,  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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 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. 333

**17.261** Any decision of a Joint Port or 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. 334

SECTION 17 JOINT LABOR RELATIONS COMMITTEES,  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

**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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES,  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

**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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES,  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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 exclu-  
sive remedy for any such discrimination.

**17.41** Such remedy shall be begun by the 346  
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 evi-  
dence and argument.

**17.411** With respect to any claim of vio- 347  
lation of Section 13, the Joint Port Labor Rela-  
tions Committee shall extend the time for filing  
of such claim beyond the time established in  
Section 17.41 whenever such extension is neces-  
sary because the period of limitation otherwise  
applicable is determined to be unlawful or be-  
cause in the judgment of the Committee in the  
exercise of its sound discretion, such an ex-  
tension is otherwise necessary to prevent in-  
equity 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.

**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 Re-  
lations Committee no later than seven (7) days  
after issuance of the decision of the Joint Coast  
Labor Relations Committee from which an ap-  
peal 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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES.  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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

**17.64** The use of the informal procedure 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 hall.

**17.71** The employer shall have the right 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 dispatched 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.

SECTION 17 JOINT LABOR RELATIONS COMMITTEES.  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

**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.

**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.

**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.

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

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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES.  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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 thereafter 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. 372

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

SECTION 17 JOINT LABOR RELATIONS COMMITTEES.  
ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

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 shall not be dependent upon the existence of a prior court decision, nor shall the determination of guilt await a court decision. 377

**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 par- 390  
ties 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:

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

**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.

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

**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.

**19.132** On each call of a steam schooner operating Class A: at any port the employer assigns the vessel's members of the deck department (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 or on by the sailors is permitted on Class A vessels. 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 working arrangement which depends on conditions of the tide rather than the hours of the day should define such practices by a local working rule or rules, and until they are placed in writing such past practices shall continue.

**19.14** LSM-type vessels are Class A provided that longshoremen perform the following 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

## SECTION 20

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

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 A to Class B or from Class B to Class A on an hour by hour basis. 401

**19.2** No arbitrator may consider or determine 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. 402

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

## SECTION 20

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

**20.1** This Agreement shall remain in effect — unless terminated in accordance with other provisions in the Agreement or unless the termination date is extended by mutual agreement — until July 1, 1971, and shall be deemed renewed thereafter from year to year unless either party 404

SECTION 21  
SECTION 22WELFARE, PENSION, M&M PLANS  
MODIFICATION

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 the subjects of Welfare, Pensions and on Mechanization and Modernization\* for longshoremen 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. 405

## SECTION 22

## MODIFICATION

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

\*(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.

**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.

**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.

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

Penalty **	WAGE SCHEDULE 1967-1969*			BASE RATE	
	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None .....	3.88	5.82	8.73	6.985	10.475
15¢ .....	4.03	6.045	9.07	7.21	10.815
20¢ .....	4.08	6.12	9.18	7.285	10.925
25¢ .....	4.13	6.195	9.29	7.36	11.04
30¢ .....	4.18	6.27	9.405	7.435	11.15
35¢ .....	4.23	6.345	9.52	7.51	11.265
50¢ .....	4.38	6.57	9.855	7.735	11.60
85¢ .....	4.73	7.095	10.64	8.26	12.39
\$1.20 .....	5.08	7.62	11.43	8.785	13.175
\$3.88 Explosives .....	7.76	11.64	17.46	12.805	19.205

\*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*			15¢ SKILL	
	First and Second Shifts			Third Shift	
	ST	OT	1.5 OT	0-5 Hrs.	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.

Penalty **	WAGE SCHEDULE 1967-1969*			20¢ SKILL	
	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
96 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.

Penalty **	WAGE SCHEDULE 1967-1969*			25¢ SKILL	
	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
97 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.

WAGE SCHEDULE 1967-1969*				40¢ 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
\$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.

	WAGE SCHEDULE 1969-1970*			BASE RATE		
	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	
\$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.

Penalty **	WAGE SCHEDULE 1969-1970*			20¢ 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
\$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	
	ST	OT	1.5 OT	0-5 Hrs.	6th Hr.
None .....	4.33	6.495	9.74	7.795	11.69
15¢ .....	4.48	6.72	10.08	8.02	12.03
20¢ .....	4.53	6.795	10.19	8.095	12.14
25¢ .....	4.58	6.87	10.305	8.17	12.255
30¢ .....	4.63	6.945	10.42	8.245	12.365
35¢ .....	4.68	7.02	10.53	8.32	12.48
50¢ .....	4.83	7.245	10.87	8.545	12.815
85¢ .....	5.18	7.77	11.655	9.07	13.605
\$1.20 .....	5.53	8.295	12.44	9.595	14.39
\$4.08 Explosives .....	8.41	12.615	18.92	13.915	20.87

\*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*				40¢ 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
\$4.08 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.

Penalty **	WAGE SCHEDULE 1970-1971*			15¢ SKILL	
	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.

Penalty **	WAGE SCHEDULE 1970-1971*			20¢ SKILL	
	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.

Penalty **	WAGE SCHEDULE 1970-1971*			25¢ SKILL	
	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).

112

## 15¢ PENALTY — AUTOMATIC

Pig iron, rough piled, when hand 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.

113

**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.
114 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.
Calcium nitrate in bags.	Feather meal in bags.
Carborundum grits in bags.	Fertilizers in bags, namely, tankage, animal, fish, fish meal, guano, blood meal and bone meal.
Caustic soda in drums.	Fish, brined, in tierces or barrels.
Celite and Decalite in bags.	

**15¢ PENALTY — CONDITIONAL**

Fish oil, whale oil and Oriental oils in drums, barrels or cases.	(not considered treated by mere process of grinding).
Gilsonite in bags.	Plaster in bags.
Iron oxide in bags.	Soda ash in bags.
Lampblack, soot and carbon in bags.	Soy sauce in drums, barrels, etc.
Lime in fibre drums.	Talc in bags.
Lime, dehydrated, in bags.	Tapioca flour in bags.
115 Nitrate, crude, untreated in bags.	Tallow in drums.
Ore in bags (excludes commodities such as rutile sand, zircon sand).	Urea in bags.
Paint pigment in bags.	Vermiculite in bags.
Phosphates, crude, untreated in bags	Whiting 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	

**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 side-runners when used.

**25¢ PENALTY**

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

116 Shoveling — 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**

117

**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.

118 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.

119

**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.)

120

**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

121

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 longshoremens 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 gearmen) 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 gearmen) 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.

SUPPLEMENT IV

CRANE SUPPLEMENT

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

144

ADDENDUM

ADDITION OF MACHINES WHERE ECONOMICALLY  
FEASIBLE AND PRACTICAL  
BAD WEATHER

### 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

145

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 longshore 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.

## ADDENDUM

## MEAL HOUR

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.

## ADDENDUM

NO DISCRIMINATION  
ONEROUSNESS  
PACKAGED LUMBER OPERATION UNDER T-7  
PICKET LINE LANGUAGE**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 longshoremen 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
Cocanut .....	12 cases
Tea - Standard .....	12 cases
Tea - Small .....	16 cases
Copper Slabs (large).....	5 slabs
Copper Slaps (small).....	6 slabs
Copper (bars).....	9 bars
Copper (Ingots), Approximately 43 lbs. Per Ingot.....	48 ingots
Cotton, under standard conditions.....	3 bales



## APPENDIX I

## STANDARD MAXIMUM SLING LOADS

<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

## APPENDIX I

## STANDARD MAXIMUM SLING LOADS

<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

Section 1A WORKING CONDITIONS  
Section 2 WAGES  
Section 3 VACATIONS

### 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 receive .....straight time and .....overtime per hour in lieu thereof.

PACIFIC COAST LONGSHORE  
BARGE AND STEAMSCHOONER  
TRADE AGREEMENT

Section 4 WELFARE FUND  
Section 5 PENSIONS  
Section 6 MECHANIZATION AND  
MODERNIZATION

#### 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 employees 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 longshoremen 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 arbitrator<sup>1</sup> 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's<sup>1</sup> 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.

<sup>1</sup>ILWU-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 unlashings, 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)

CONTAINER FREIGHT STATION  
SUPPLEMENT

to the

PACIFIC COAST LONGSHORE  
AND CLERKS' AGREEMENT

July 1, 1966-July 1, 1971

Between

INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION

and

PACIFIC MARITIME ASSOCIATION

**MILLS**

Name.....

Port.....

Local No..... Reg. No.....

Social Security No.....



100

**CONTENTS**

	<i>Page</i>
Section 1	
Scope of Work . . . . .	1
Section 2	
Straight and Overtime Hours . . . . .	10
Section 3	
Guarantees . . . . .	13
Section 4	
Wages . . . . .	15
Section 5	
Vacations . . . . .	19
Section 6	
Dispatching, Registration and Preference . . . . .	19
Section 7	
Employee Status, Seniority and Discharge . . . . .	22
Section 8	
Layoff . . . . .	24
Section 9	
Grievance Procedure . . . . .	25
Section 10	
General . . . . .	27
Section 11	
Term of Supplement . . . . .	27
Section 12	
Health, Welfare, Pensions and M&M . . . . .	28
CFS Supplement Interpretations . . . . .	31



## SECTION I

### SCOPE OF WORK

1.1 The stuffing and unstuffing of containers in a Container Freight Station (hereinafter referred to as a CFS) is work covered by this Supplement.

1.11 Any member of PMA may carry on work covered by this Contract Supplement by doing it at any CFS operated hereunder or by otherwise doing it under the Agreement.

1.12 A CFS covered by this Contract Supplement is a permanent facility on a dock or in a dock area that either is especially built only for stuffing and unstuffing and storing containers, or is an especially constructed shed or a place set aside to stuff and unstuff and store containers that is distinct from the dock itself and from a container yard.

1.121 A container yard is an area where containers are warehoused or are held awaiting loading aboard ships, or are held after being unloaded from ships, or are held ready to be hauled away to a factory or a warehouse or other place not a CFS, or are held on the way to or from a CFS.

1.13 A CFS shall be established by the employer subject to mutual agreement of the Joint Area Survey Teams or as provided in 9.12 of

this Supplement. Selection of the Joint Area Survey Team shall be left to the local parties with the understanding that regardless of the number of people, each side has an equal number of votes.

1.14 A CFS must be a permanent installation.

1.2 CFS employees and CFS work are described in this Section 1.2:

1.21 A CFS must have a basic complement of steady men, which shall be obtained as provided in 6.1 through 6.112.

1.22 CFS Utilitymen. Employees covered by this Contract Supplement shall perform all types of work at the CFS as directed by the employer, which shall include but not be limited to handling cargo, driving forklift and other mechanical handling and lifting equipment, stock-piling, palletizing and depalletizing, loading and unloading railcars, stuffing and unstuffing containers, moving containers in the CFS, shifting and assembling cargo, bagging, all other cargo-handling activities, and cleaning up in and around the CFS.

1.23 CFS Clerks. The physical checking of cargo received at, delivered from, or within the CFS area, including the customary spotting, sorting, tallying and tagging of cargo in the container freight station area, shall be performed by CFS Clerks.

1.231 If only one clerk is employed, he shall be a "working supervisory clerk" who shall perform the work described in 1.23 above.

1.232 If two or more clerks are employed, one clerk shall be the "working supervisory clerk." In this case, when two or more clerks are employed, the "working supervisory clerk" shall direct the activities of other CFS clerks, and may also be required to perform CFS clerk's work if such work does not prohibit supervision of the activities of other CFS clerks.

1.233 Clerks shall shift assignments as directed within the CFS area.

1.234 An employer shall not place an excessive or unreasonable amount of work on any employee. It is understood and agreed that this CFS Supplement does not cover work in a CFS office. The local supplements to the Pacific Coast Clerks' Contract Document shall not apply to CFS operations. Direction of clerk supervisors will be by management personnel.

1.24 CFS employees — steady or extra labor — shall be utilized only in the CFS as designated. They shall not at any time be transferred to longshore work outside the CFS under the terms of any of the Agreements.

1.25 If an employer operates more than one CFS in an area he may use the steady and extra labor employees of one CFS to temporarily sup-

plement the steady workforce of another CFS, in which case he shall arrange suitable transportation for such employees.

1.26 No CFS employer shall hire or use extra CFS labor for any reason other than to supplement the basic workforce.

1.3 Longshoremen employed under the Pacific Coast Longshore Contract Document may be directed to place cargo or containers coming from a vessel at any point on the CFS premises, and to pick up cargo or containers from any place on the CFS premises for delivery to a dock.

1.31 If containers are placed upon or taken off of trucks, trailers, chassis or railcars at a CFS, the work shall be done by longshoremen or CFS employees. Longshoremen and CFS employees shall perform this work as directed by the employer.

1.32 Where devanned cargo has come to rest on the container freight station facility, individuals other than those employed at the container freight station under this supplemental agreement may load such cargo without sorting to their equipment for shipment from the container freight station.

1.33 When cargo arrives at the container freight station and is under the control of the trucking company, forwarders or drayage firms, the handling of such cargo from their equipment to the point of rest on the container

freight station may be done by the non-container freight station employees.

1.4 All machinery, equipment and other tools now or hereafter used in a CFS shall be operated by CFS utilitymen when used in an operation covered by this Contract Supplement and the operation thereof is assigned to CFS utilitymen and is covered by this Contract Supplement, provided that exceptions thereto — as to individual classes of workers who are not CFS utilitymen 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.

(a) Exceptions described and procedures provided for resolving disputes as set forth in Section 1.5 of the Agreement and subordinate subsections shall be construed in connection with the agreement of the employers to provide skill training for CFS utilitymen so as to minimize the grounds for exceptions listed in Subsection 1.54 of the Agreement. When trained, skilled CFS utilitymen certified as capable of performing work now assigned by the Pacific Maritime Association member company to non-CFS utilitymen are available, such utilitymen will be assigned to such work, provided no union jurisdictional work stoppages are caused, and provided that such trained, skilled CFS utilitymen 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 of the Agreement, 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 CFS utilitymen will be eliminated.

X 1.5 Transition Period. It is the intent and purpose of this Contract Supplement to have all container work brought to CFS on the dock or in areas adjacent to the dock on or before June 30, 1971 by removing the option under the Pacific Coast Longshore Contract Document to have this type of work done elsewhere, except where (1) there is mutual agreement to perform such work elsewhere, (2) some other employer or the federal government has a legally enforceable right against the involved PMA member to require that it be continued to be done elsewhere, or (3) where exceptions listed below are applicable.

X 1.51 Exceptions. Where there are existing contracts between ILWU locals and PMA companies, or between PMA companies and other unions, or between non-PMA companies and other unions, or between non-PMA companies and ILWU locals, the transition period will end no earlier than the expiration dates of such other contracts plus the additional necessary time to build, lease, or provide for a new facility or expansion of present facilities if such is required. Transition periods may be agreed to for any length of time up to and including June 30, 1971. It is agreed that status quo as to jurisdiction and conditions of work under those existing aforementioned arrangements will continue at least until the expiration date of those agreements. It is understood that no PMA member company shall renew, extend or execute new subcontracts for CFS work.

1.52 Fact Finding Team(s). Immediately following signing of this Contract Supplement the parties shall appoint a Joint Fact Finding Team(s) composed of equal representation. Its (their) function will be to develop factual data as to status of container operations in any port it is requested to visit by a writing to the Joint Coast Labor Relations Committee. It (they) shall have the specific assignment of developing information and submitting recommendations to the parties as to orderly transitions on a port-by-port, company-by-company basis.

1.53 Containerized Cargoes, Foreign Trade:

1.531 The parties agree that inbound containers to a consignee and delivered by steamship company without checking of contents can move straight through to the consignee.

1.532 The Employers agree that containers utilized by a steamship company for its own convenience will be unstuffed by men working under this Contract Supplement or under the Pacific Coast Longshore Contract Document.

1.533 The parties agree that outbound shippers' loads may go direct to the vessel.

X 1.534 The Employers agree that outbound cargo not shippers' loads will be stuffed or containerized by men working under this Contract Supplement or under the Pacific Coast Longshore Contract Document, except that for a period of six (6) months following the date this Contract Supplement is placed in effect, PMA member companies will be permitted to accept full containers from consolidators and put them aboard ship. The Employers will keep a daily log of such shipments during the six-month period and at the end of the period review with the Union the volume of cargo so handled. If it is determined that the practice involves a minimal number of containers, the Employers will be permitted to continue. Or if it is established that the volume is appreciable, the parties will review this item only and endeavor to reach agreement as to its disposition.

#### 1.54 Containerized Cargoes, Domestic Trade:

1.541 Shippers' loads, both inbound and outbound, will move as directed by the employer.

1.542 The store door or door-to-door method of stuffing and unstuffing containers now in effect with domestic carriers shall be permitted to continue and such containers will move to or from vessels as directed by the employer.

1.543 Handling of consolidators' or freight-forwarders' loads shall be the same as under the foreign trade provisions, and subject to the same time period, reporting and review.

1.6 It is further understood that a non-PMA company operating a CFS facility may join PMA and become covered by this Contract Supplement upon meeting the usual terms and conditions established by PMA as being applicable to obtaining such membership.

1.7 Any questions arising as to the application or interpretation of Section 1.72 of the PCLA or Section 1.12 of this supplement as they apply to covered work in the dock areas shall be subject to review by the Joint Coast Labor Relations Committee and shall be referred, if necessary, to the Coast Arbitrator for final resolution.

## SECTION 2

# STRAIGHT AND OVERTIME HOURS

2.1 The basic, normal or regular workday and workweek of CFS employees shall be eight (8) hours 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 for the day shift. All work on Agreement holidays is overtime work.

2.2 Meal time shall be one (1) hour.

2.21 The established noon meal period shall be 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.

2.22 The midshift meal hour on the second shift shall be either the fourth or fifth hour after the starting time. The two meal hours constitute the established meal period.

2.23 CFS employees shall go to meals as directed by the employer and shall return to complete their shift.

2.231 Men are not required to work over six (6) hours without an opportunity to eat on any of the shifts herein provided.

2.3 CFS employees 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.

2.31 CFS employees shall take their relief as directed 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.

2.4 The standard workshift shall be eight (8) hours in any 24-hour period.

2.41 Extended time may be worked to finish cars, trucks and containers, either inbound or outbound, when such work is required to meet efficient operational needs. There shall be no gimmicking of this provision.

2.411 When working extended time, CFS employees shall be paid at the overtime rate for the first hour, and at the rate of time and one-half the overtime rate for the second hour. In no case shall a CFS employee be allowed to work more than two hours under this provision.

2.5 CFS employees shall be available to the employers for three (3) shifts. The employer shall determine the number of shifts to be worked and the number of CFS employees used on each shift. CFS employees will report at the shift starting time designated by the employer in accord with the Contract Supplement. Steady employees may, at their option only, accept a change of shifts.

2.51 A designated second shift is one to which steady men are assigned, that starts between 5:00 p.m. and 7:00 p.m., and that is set up and operates for a period of no less than one full week. A designated second shift may be put into operation at any time. The pay of any steady man who has completed his probationary period can be stopped only at the end of the straight time payroll week.

2.52 A designated third shift is one to which steady men are assigned, that starts at 1:00 a.m. and runs to 8:00 a.m., and that is set up and operates for a period of no less than one full week. A designated third shift may be put into operation at any time. The pay of any steady man who has completed his probationary period can be stopped only at the end of the straight time payroll week.

2.53 The employer may operate on the second or third shift without having a designated second shift or a designated third shift.

2.531 Extra employees hired for work on a second shift where there is no designated second shift shall be paid time and one-half the basic straight time rate.

2.532 Extra employees hired for work on a third shift from 1:00 a.m. to 8:00 a.m. where there is no designated third shift shall be paid for eight (8) hours at time and one-half the basic straight time rate.

## SECTION 3 GUARANTEES

### 3.1 Steady men.

3.11 During his probationary period, any steady CFS employee called and reporting for duty and turned to is guaranteed a minimum of eight (8) hours' pay at the regular hourly rate. If no work is available he shall receive four (4) hours' pay at the regular rate.

3.12 Any steady employee who has completed his probationary period and is called and reports for work at his designated starting time on Monday shall be guaranteed forty (40) hours' work or pay at the regular rate, subject to 3.13 and 3.14.

3.13 A steady employee absent due to illness or injury or with permission of the employer shall be paid for hours worked during that payroll period. A steady employee who is absent without bona fide reason shall be paid for hours worked during that payroll period and shall be subject to disciplinary action.

3.14 During any week in which a holiday falls on Monday through Friday, the weekly guarantee of forty (40) hours is reduced to thirty-two (32) hours.

### 3.2 Extra labor.

3.21 Any Class A or Class B registered employee dispatched and reporting for CFS extra labor duty and turned to is guaranteed a minimum of eight (8) hours' pay at the regular hourly rate. If no work is available, they shall receive four (4) hours' pay at the regular hourly rate.

3.22 All nonregistered men dispatched and reporting for extra CFS labor duty shall receive a minimum of four (4) hours' pay and/or time worked. If such an employee is called back for the following day, the guarantee shall be eight (8) hours for the initial day and for every day turned to from that day on until released.

3.3 Acts of God: The provisions of this Section shall not apply in the event work is not available or possible due to fire, flood, earthquake, power failure or other acts of God, or as a result of ILWU unilateral action or because of work stoppages by other unions.

3.31 There shall be no guarantee for any CFS employee who is released for cause or who quits or who refuses to shift as provided under 1.25, or who is turned to and works less than his guaranteed time by reason of illness or injury. Such CFS employees shall be paid only for their actual working time.

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

## SECTION 4 WAGES

4.1 The basic, normal or regular straight time wage rates for CFS employees provided for herein shall be as follows:

4.11 CFS utilitymen and CFS clerks: \$4.30. Effective 8:00 a.m. January 12, 1970 the rate shall be \$4.50 and that rate shall remain unchanged through June 30, 1971.

4.12 Working supervisory CFS clerk: \$4.73. Effective 8:00 a.m. January 12, 1970 the rate shall be \$4.95 and that rate shall remain unchanged through June 30, 1971.

4.2 Straight and overtime rates shall be paid according to the following:

4.21 The straight time day shift shall be from 8:00 a.m. to 5:00 p.m.

4.22 The overtime rate.



4.221 The overtime rate of 1.5 times the straight time rate shall apply to all hours worked in excess of eight (8) hours on the day shift.

4.222 The overtime rate shall apply to all other work between 5:00 p.m. and 8:00 a.m. and all hours worked on Saturdays, Sundays and holidays, as listed in Section 5 of the Pacific Coast Longshore Agreement except as provided in 4.3, 4.31, 2.531, 2.532, and 2.411.

4.23 There shall be no pyramiding of overtime.

4.24 No travel time or travel allowances shall be paid.

4.3 Shift differential: For work of any CFS employee on a designated second shift there shall be a shift differential of 33 $\frac{1}{3}$ % above the rate for the applicable category set out in 4.11 and 4.12. The overtime rate on the designated second shift shall be one and one-half times the second shift hourly rate which includes the 33 $\frac{1}{3}$ % shift differential.

4.31 For work on a designated third shift the employee shall be paid eight (8) hours for the seven hours worked and such pay shall be at one and one-half times the straight time wage set out in 4.11 and 4.12. Employees shall be allowed time to eat.

4.4 Penalty cargoes.

4.41 CFS Utilitymen.

4.411 In addition to the basic wage for CFS 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 (Penalty Cargo List) of the PCLCD.

4.412 Paragraph 6.42 of the PCLCD is not applicable. Penalty Cargo rates where applicable shall be limited to those CFS Utilitymen specifically assigned to the operation for which a penalty rate is paid.

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

4.414 Paragraph 6.44 of the PCLCD is not applicable.

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

4.416 Paragraph 6.46 of the PCLCD is not applicable. Where penalties apply they shall be added to the basic rate. Where shift differentials or overtime rates apply the basic rate plus the penalty rate shall be augmented by the percentage applied to the base rate to produce the shift differential rate or the overtime rate.

4.42 CFS Clerks.

4.421 In addition to the basic wages for CFS 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 (Penalty Cargo List) of the PCCCD.

4.422 Section 6.42 of the PCCCD is not applicable. Penalty Cargo rates where applicable shall be limited to those clerks specifically assigned to the operation for which a penalty rate is paid.

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

4.424 Paragraph 6.44 of the PCCCD is not applicable.

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

4.426 Paragraph 6.46 of the PCCCD is not applicable. Where penalties apply they shall be added to the basic rate. Where shift differentials or overtime rates apply the basic rate plus the penalty rate shall be augmented by the percentage applied to the base rate to produce the shift differential rate or the overtime rate.

4.427 Paragraphs 6.47, 6.471 and 6.472 of the PCCCD are not applicable.

## SECTION 5 VACATIONS

5.1 Steady CFS employees shall be paid vacations in accordance with the terms and conditions of the Pacific Coast Longshore Contract Document except that in all circumstances each week's vacation pay shall be forty (40) times the applicable straight time rate.

5.2 In conformity with 7.23 of the PCLCD hours worked by registered men shall be interchangeable with hours worked under the Pacific Coast Longshore and Clerks' Agreement. Vacation pay shall be in accordance with the terms of that Contract Document or supplement under which more than half of the total hours for the year were worked.

## SECTION 6 DISPATCHING, REGISTRATION AND PREFERENCE

6.1 Steady men:

6.11 Each CFS under this Contract Supplement shall be furnished a basic complement of men to work on a steady basis, in the number determined by the employer to meet the anticipated regular employment needs.

6.111 Orders placed at the joint ILWU-PMA dispatching halls for employees to work on a steady basis as part of the basic complement of men for a CFS shall be placed at the hall at least five (5) calendar days before dispatch and these orders shall be posted immediately. Registered men desiring dispatch to such jobs may notify the dispatcher of such desire during the time the jobs are posted. Registered men shall be dispatched from the ILWU-PMA dispatching halls to such jobs, subject to first preference to Class A registered men and second preference to Class B registered men.

6.112 If the local dispatching hall fails to provide the number of registered men requested by the employer on a steady basis, then such individual employer shall be free to employ other workmen of his own choosing. Workmen so hired shall be entitled to steady employment under the terms and conditions of the Contract Supplement.

6.2 Extra CFS labor to supplement the steady workforce: It is recognized by the parties that the workload in a CFS may vary, calling for the employment of men over and above the basic

steady complement. When such additional men are required they shall be identified as extra CFS labor.

6.21 Orders for extra CFS labor shall be placed by the employer at the ILWU-PMA dispatching hall no later than the day before such men are required. Extra labor shall be dispatched as per local joint dispatching rules except that such men can be given their dispatch prior to the day they are to report.

6.22 If sufficient men are not available through the dispatching hall, the employer shall be free to employ extra CFS labor from other sources of his own choosing.

6.23 Extra CFS labor may be continued on the payroll at a CFS but not after the end of the weekly payroll period.

6.3 Union Security. Membership in the Union on or after the thirtieth (30th) day following the beginning of steady employment under this Contract Supplement shall be required as a condition of employment of steady CFS employees who have completed their probationary period, provided that membership in the Union shall be subject to the approval of the Union, and provided further that membership shall not be terminated for reasons other than failure to tender periodic dues and initiation fees uniformly required as a condition of retaining membership, and provided further that no

steady employee can be denied his job because he is denied Union membership.

## SECTION 7 EMPLOYEE STATUS, SENIORITY AND DISCHARGE

### 7.1 Probationary period.

7.11 Individuals employed as steady men shall be considered as on probation during the first thirty (30) calendar days of their employment. Any such individual who came from the registered workforce, and who does not prove satisfactory to the employer at any time during the probationary period may be returned to the dispatching hall at the employer's discretion.

7.12 Individuals hired as steady men from a source other than the ILWU-PMA dispatching halls shall also serve a thirty-day probationary period during which time they may be terminated at the employer's discretion.

### 7.2 Seniority.

7.21 When an employee hired for the basic steady complement of men has passed his probationary period he becomes a permanent employee. His seniority shall date from the date he was originally hired. He may be terminated from such status only under the seniority or discharge provisions of this Contract Supplement and the Agreement.

7.22 Seniority shall be lost by an employee who fails to return to work within 72 hours after having been notified that his job is again available unless he is prevented from returning to work by a bona fide illness or injury, or because he is on scheduled vacation or approved leave of absence under the Pacific Coast Longshore and Clerks' Agreement, or is working in a job under the Agreement and cannot replace himself.

7.23 Seniority shall also be lost if a man is laid off for a continuous period of sixty (60) days.

7.24 Seniority shall also be lost by discharge of the employee from the CFS for cause or by an employee's failure to report to work when directed to do so by the employer without obtaining leave of absence approved by the company and the Union.

7.241 A registered Class A or B longshoreman or clerk who loses his seniority under the

preceding paragraph shall be returned to the dispatching hall and shall be subject to discipline under the Longshore and Clerks' Agreement for the incidents giving rise to his return to the hall. The employment records of the registered longshoremen and clerks under this Supplement shall be part of their records under the Agreement.

7.25 Nothing in this Supplement shall prevent the discharge of a steady or an extra employee who is not a registered Class A or Class B longshoreman or clerk. If there is disagreement between the parties as to the propriety of the discharge, the employee shall have access to the grievance procedure, provided such complaint is filed promptly with the employer within two (2) working days after he has been notified of his discharge.

## SECTION 8 LAYOFF

8.1 Should the work opportunity at a CFS be reduced to such a degree as to necessitate a reduction in the basic complement of men, the last steady man employed shall be the first laid

off. If he was a registered Class A or B longshoreman or clerk he shall be returned to the joint dispatching hall.

8.2 Should steady man work opportunity increase, laid-off employees with seniority shall be offered the first opportunity to return to the CFS as steady men in the reverse order of lay-off. Men so returning who had previously gained seniority shall not have to serve an additional probationary period, and their previous seniority shall count in regard to future layoffs.

8.21 Notice of return to work shall be given to the laid off employee by certified mail, return receipt requested, directed to the last address on record with the company who laid him off. A carbon copy of such notice shall be sent to the ILWU-PMA dispatching hall.

## SECTION 9 GRIEVANCE PROCEDURE

9.1 Section 17 of the Agreement applies to this Contract Supplement and is supplemented by the following:

9.11 Any disagreements as to the facts involved in the application of the rules set out in 1.14, 1.24, 1.25, 1.26, 6.21 and 6.23 shall be carried

on through the grievance-arbitration procedure of Section 17 of the Agreement, except that decisions reached at the local level by joint agreement or by the Area Arbitrator shall be final and binding.

9.12 If mutual agreement by the Joint Area Survey Team acting under 1.13 is not reached because this machinery becomes stalled or fails to work or for other reason, the issue may be carried further on written request of the local party on either side. The request may immediately be referred to the Area Arbitrator as a mediator. However, if there is no mutual agreement for mediation or if there is not agreement through mediation, the issue may be submitted by either party to the Area Arbitrator who shall decide the issue. There shall be no further steps in the grievance-arbitration procedure as to the decision on the facts as to any issue hereunder. Should there be any failure to participate in any step of the foregoing machinery or should the foregoing machinery become stalled or fail to work, the matter shall automatically move to the next step which may include ex parte arbitration. Any arbitration proceeding hereunder shall be given preference over all other issues, including those referred to in 17.283 of the Agreement.

9.13 The Area Arbitrator shall clearly state the reasons for his determination, which shall be final and binding as to the specific set of circumstances submitted in that specific case

by the employer. However, should an Area Arbitrator's decision deny the employer the right to establish that proposed CFS, such decision shall not preclude that employer from presenting future proposals for operation of a CFS.

## SECTION 10 GENERAL

The provisions of Sections 11, 12, 13, 14, 15, 16 and 18 of the Pacific Coast Longshore Contract Document 1966-1971 are applicable parts of this Contract Supplement. Other provisions can be reviewed, and their application or effect specified by mutual agreement.

## SECTION 11 TERM OF CONTRACT SUPPLEMENT

The term of this Contract Supplement shall be the same as the Pacific Coast Longshore and Clerks' Agreement.

SECTION 12

**HEALTH AND WELFARE  
AND PENSIONS AND M & M**

12.1 Employers shall contribute to the welfare and the pension funds as provided under the Pacific Coast Longshore and Clerks' Agreement.

12.2 Any CFS employee eligible for ILWU-PMA welfare benefits because of his longshore or clerk registration and work on the day before his first day of employment under the terms and conditions of this Contract Supplement shall continue to be eligible for benefits.

12.21 Registered men working as CFS employees shall enter, remain in, and be removed from the group of registered longshoremen and clerks eligible for welfare benefits under the terms generally applicable, except that hours of work as a CFS employee shall be considered as hours of work as a longshoreman or clerk in determining eligibility questions.

12.3 Any CFS employee, including any such employee not already having such eligibility under the Pacific Coast Longshore and Clerks' Agreement, shall be eligible for welfare benefits on the first day of the month after first completing three (3) months of continuous service, without layoff, under the terms and conditions of this Contract Supplement.

12.31 Eligibility of a steady CFS employee for welfare benefits on the basis of 12.3 shall terminate at the end of the month in which he is laid off as a steady CFS employee.

12.32 A steady CFS employee who has become eligible under 12.3 and lost eligibility under 12.31 shall, within the period that he retains seniority under 7.2 again become eligible for welfare benefits on the first day of the month following his return from layoff unless he has again been laid off during the month in which he was called back.

12.4 Time worked under this Contract Supplement by any CFS employee shall count as time worked as a longshoreman or clerk under the ILWU-PMA Pension Plan.

12.5 No registered Class A longshoreman or clerk who has had such service as to be eligible for M & M Fund benefits between date of this Contract Supplement and June 30, 1971, shall be deprived of his M & M benefits by accepting steady employment under the terms and conditions of this Contract Supplement.

12.6 Registered Class A longshoremen or clerks who accept work under this Contract Supplement and require additional service credit to qualify for M & M benefits during the period between the date of this Contract Supplement and June 30, 1971 inclusive, shall be given credit for hours worked under this Contract Supplement to the extent required so as to make them eligible for M & M benefits.

IN WITNESS WHEREOF, the parties hereto have signed this Supplement effective as of January 5, 1970.

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 and clerks' locals in California, Oregon and Washington and all employees performing work under the scope, terms and conditions of this Supplement.

s/ B. H. Goodenough  
s/ J. A. Robertson

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

## CFS SUPPLEMENT INTERPRETATIONS

Following negotiation and signing of the CFS Supplement, the parties met to clarify certain items that might not be clear to those called upon to interpret the document. The parties agreed to the following:

- ITEM 1. There could be a conflict in the language of 2.411 and 4.221. The parties agree that 2.411 is controlling for the second extended hour.
- ITEM 2. If an employer elects to operate three designated shifts, the first shift must be from 8:00 A.M. to 5:00 P.M.; the second shift from 5:00 P.M. to 2:00 A.M., and the third shift shall start at 1:00 A.M., thus permitting a one (1) hour overlap on second shift, and run to 8:00 A.M. Where only a first and second shifts are designated, the second shift starting time may be at any designated starting time between 5:00 P.M. and 7:00 P.M. (See 2.5, 2.51 and 2.52).
- ITEM 3. When a third shift is worked, the seven (7) hour period shall be considered as a single work period for relief period purposes (2.3).



ITEM 4. The third shift has no designated meal period. Employees shall be allowed time to eat and such time shall be within the first six (6) hours. (2.231).

ITEM 5. For payroll purposes, the payroll week in a CFS shall be the same as under the PCLCD; *i.e.*, 8:00 A.M. Saturday to 8:00 A.M. Saturday. This in no way alters the basic forty (40) hour week, Monday through Friday, for steady men in Container Freight Stations.

INTERNATIONAL  
LONGSHOREMEN'S  
AND  
WAREHOUSEMEN'S  
UNION

s/ William T. Ward

s/ William H. Forrester

PACIFIC  
MARITIME  
ASSOCIATION

s/ B. H. Goodenough

Dated: December 16, 1969

A note on the strike of 1971 - 1972.

Problems arose, of course, in the implementation and interpretation of the two five-year contracts negotiated to bring the new program to life in a period of stable labor relations. Rank and file support for M&M had never been unanimous, and growing concerns about threats to ILWU jurisdiction, to the equalization of earnings, and to work opportunity gave rise to a new militancy among the younger generation of longshore workers in 1971.

Contract negotiations in 1971 centered on the consequences of containerization. When talks reached an impasse over union jurisdiction, wage parity and work rules, the resulting strike vote was a resounding 96.4 percent "yes" – a measure of the solidarity that sustained the longest coastwise longshore strike in U.S. history.

For many members, especially in San Francisco's Local 10, the central issue was whether or not the employers would be able to redefine work rules and job categories to create a new class of workers for container operations, 'steady men' who would report to the same company every day instead of going to the hiring hall for jobs.

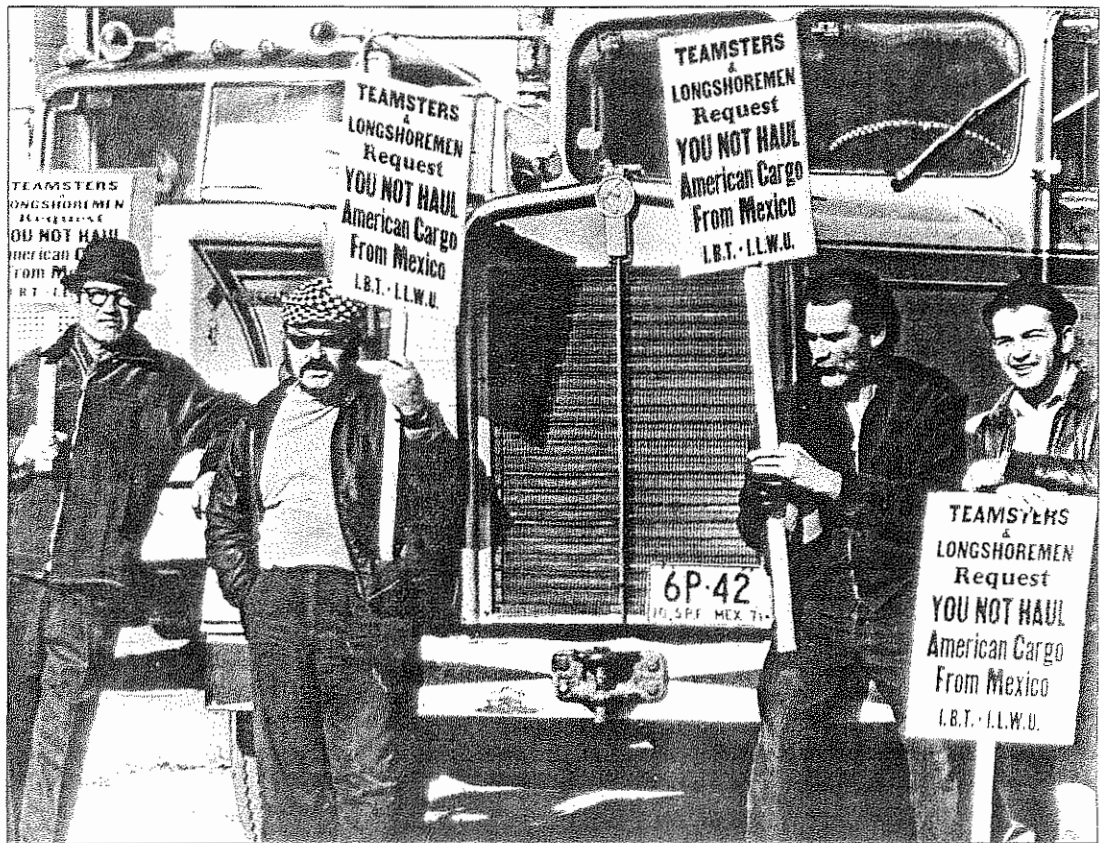
After 134 days on strike, the members accepted a new agreement by a 71 percent "yes" vote. The settlement contained some improved language on container jurisdiction, new dental benefits, the first five paid no-work holidays, and a new "Pay Guarantee Plan" that made significant steps towards establishing a guaranteed annual income for registered longshoremen whose work opportunity declined due to mechanization and other economic factors.

But the settlement terms were not far different from the employers' last proposal before the strike started. And it began the long process that transformed longshore work along the entire coast, especially in Southern California, by the spread of "steady" equipment operators who rarely went to the union hall for their job assignments.

The 1971 strike also brought the ILWU face to face with the combined effect of technological innovations and the integration of international economies. Containerization enabled employers to avoid struck ports by offloading U.S. cargo through Canadian and Mexican ports and trucking it into the country.

Increased solidarity among the workers somewhat offset this advantage. ILWU and Teamster members halted movement of diverted cargo to and from the Mexican port of Ensenada by U.S. drivers (both unions recognized the enormous legal and financial pressures placed on Mexican nationals by their own government and employers to drive diverted cargo across the border, and did not blockade those vehicles).

To the north, the ILWU Canadian Area voted not to handle diverted U.S. cargo, despite threats of heavy fines and imprisonment. They soon called off this boycott, however, to avoid a potentially fatal showdown with the Canadian government after British Columbia court rulings against the union. Ultimately the Canadian ILWU escaped penalties, because the court ruled the union boycott was enacted in good faith to prevent union members from being forced to work as strikebreakers – and because the longshore workers in Vancouver had handled Canadian cargo as needed.



*ILWU and Teamster pickets  
stop diverted cargo at  
Mexican border during the  
1971 strike.*

# Strike of 1971

## NEGOTIATIONS RESEARCH 5/5/72

### CHRONOLOGY OF EVENTS: NEGOTIATIONS FOR A NEW PACIFIC COAST LONGSHORE AND CLERKS CONTRACT DOCUMENT

#### OCT 1970

- 30 ILWU Longshore caucus in San Francisco ends after final formulation of contract demands

#### NOV 1970

- 13 ILWU submits proposal for new contract. \$1 per hour increase during each year of a two year contract ; 40 hour work or pay guarantee; \$500 per month pension ; 10 paid holidays ; all waterfront work ; plus extensive welfare coverage.
- \*16 The 1<sup>st</sup> Negotiating session, held in San Francisco at PMA Headquarters, opened on new labor agreement to replace a five year contract that was to end on 30 June 1971.

#### DEC 1970

Negotiating sessions were held on the following dates: 7, 9, 10 and 15.

- 7 PMA answers the ILWU's proposal of 13 November noting that the Guarantee Wage demand appears to be the most important item.

#### JAN 1971

No Negotiations

#### FEB 1971

Negotiating sessions were held on the following dates: 3, 4, 8, 18, 19, 24, 25 and 26.

- 16 PMA submits proposal to ILWU for new contract.

#### MAR 1971

Negotiating sessions were held on the following dates: 2, 8, 11, 12, 16, 18, 19, 26, 29, 30 and 31.

#### APR 1971

Negotiating sessions were held on the following dates:  
1, 5, 7 and 8.

- 8 PMA offers ILWU the following wage increases : 1<sup>st</sup> year \$ .385; 2<sup>nd</sup> year \$ .255 ; 3<sup>rd</sup> year \$ .255. Included in the offer was a skill differential increase of \$ .028 and 4 paid holidays.
- 8 Union refuses to handle containers in Bay Area that are stuffed by other than ILWU.
- 11 The dispute that began on April 8 was resolved when PMA agreed to set up a fact finding team and that the recommendations be acted upon under the CFS agreement , Section 1.52.

#### MAY 1971

Negotiating sessions were held on the following dates: 5, 6 and 7.

#### JUN 1971

Negotiating sessions were held on the following dates: 3, 4, 7, 28, 29, 30.

- 9 Longshoreman begin selective work stoppages in Oakland over CFS work.

- 12 "Freez-out" tactic in Bay Area begins on grounds Local 10 members violated arbitrator Fairley's order not to interfere with steady men while the issue was being negotiated.
- 9 PMA agrees to abide by point 1 of the Fairley Award No. 62-71. Work resumed with the second shift. If 9.43 men who were ordered from their homes did not report, no work was to be performed.
- 28 PMA presents 1<sup>st</sup> offer prior to contract expiration. Wage increases were as follows : 1<sup>st</sup> year \$ .50; 2<sup>nd</sup> year \$ .35; 3<sup>rd</sup> year \$ .50. Included in the offer was a skill differential increase of 33%, four paid holidays, and a 35 hour guarantee for A men.
- 29 The ILWU submits "STRIKE Position" to PMA. A two year contract with 1<sup>st</sup> year wage increase of \$ .85 a second year increase of \$ .75, 10 paid holidays, 40 hour guarantee for A men and 35 hour guarantee for B men.
- 30 Negotiations end. 1966-1971 labor contract between PMA and ILWU expires.

#### JUL 1971

- \*1 **STRIKE BEGINS.** For the first time in 23 years all 56 Pacific Coast ports are shut down.

#### AUG 1971

Negotiating sessions were held on the following dates: 25, 26, 28 and 30.

- 3 Proposed meeting between West Coast Governors and PMA and ILWU representatives postponed indefinitely.
- 15 President Nixon imposes **WAGE/PRICE** Controls.
- 26 ILWU submits position for "resumption of work". 1<sup>st</sup> year wage increase \$1.00, 2<sup>nd</sup> year wage increase \$.75, 40 hour A man guarantee, 32 hour B man guarantee, 10 paid holidays.

#### SEP 1971

Negotiating sessions were held on the following dates: 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 28, 29 and 30.

- 15 Mr. Curtis S. Counts, Director, Federal Mediation & Conciliation Service joins negotiations at the direction of President Nixon. Counts participates in negotiations until 4 October 1971.
- 26 President Nixon meets with the spokesman for the two sides in Portland, Oregon.
- 28 PMA offers settlement proposal for 24 month contract, with a \$ .50 wage increase during the 1<sup>st</sup> 12 months and a \$ .50 wage increase during the second 12 months. The parties were essentially in agreement on the pension issue by this time with only the language of the agreement in question.
- 30 PMA increases 1<sup>st</sup> 12 month wage increase of 24 month contract to \$.72 but decreased the second period increase to \$ .40.

#### OCT 1971

Negotiating sessions were held on the following dates; 1, 2, 3 and 4. No further sessions were held until December.

On the **EAST COAST**, the ILA goes on **STRIKE** for the 7<sup>th</sup> time since the end of World War II.

- 4 A Taft-Hartley Board of Inquiry is created by Executive Order in the PMA-ILWU deadlock.
- \*6 A U.S. District Court issues a temporary Restraining Order and the 80 day Taft-Hartley injunction begins. All ports are directed to resume operations as promptly as possible.
- 9 Work resumes in most ports in compliance with the Restraining Order issued on 6 Oct.

At the time of the Taft-Hartley Injunction, the parties were in agreement on the following : a two year contract

from date of signing; \$ .72 1<sup>st</sup> year wage increase; 36 hour A man guarantee; 18 hour B man guarantee and pensions.

Disagreements were: Cost "cap" on guarantee, rules for guarantee, jurisdiction, manning, and steady men.

- 20 Steady Longshoremen and Clerks begin resigning in the Los Angeles area.
- 20 The Taft-Hartley Injunction formally issued after an extension of the temporary restraining order on 15 Oct.
- 22 Increased resignation of steady men in the Los Angeles area noted. PMA policy to be no ship will work when steady men do not report. No orders are to be placed for steady men who resign.
- 28 An order to show cause re civil contempt issued involving non-compliance with restraining order issued 6 Oct 71.
- 31 Contempt charge proceeding concluded with the issuing of a temporary order requiring Union to furnish steady men.

#### NOV 1971

- 4 Federal District Judge William T. Schweigert issued an order finding that PMA and certain of its member companies, and ILWU Local 10 and Local 13 are in civil contempt of court.
- 14 Phase II of the Economic Stabilization Program begins.
- 25 On the EAST COAST, longshoremen return to work under a temporary restraining order issued in Taft-Hartley Injunction proceedings.

#### DEC 1971

- Negotiations resume with sessions being held on the following dates: 4, 6, 20, 21, 23, 27, 28 and 29.
- 1 As required by the Taft-Hartley Act, PMA submitted it's "final offer for settlement" to the Board of Inquiry.
  - 4 Negotiations resume with Mr. Curtis Counts participating.
  - 14 "Last Offer" voting conducted by NLRB in all ports. Voting continues the following day in the 4 major parts.
  - 17 "Last Offer" votes counted: NO-10, 072, YES-746, Challenged- 271, Spoiled-24.
  - 23 ILWU offers to extend contract under the current conditions to 10 Jan 1972.
  - 25 Taft-Hartley Injunction expires. Work continues.
  - 29 ILWU offers to extend contract to 17 Jan 1972.

#### JAN 1972

- Negotiating sessions were held on the following dates: 10, 11, 12, 15, 16 and 31.
- 5 The ILWU Coast Negotiating Committee left for New York for a 3 day meeting with the ILA.
  - 6 North Atlantic Ports announce a tentative agreement. No agreements announced for the South Atlantic or Gulf Ports.
  - 7 The ILWU Coast Negotiating Committee returns from the ILA meeting. The ILA was "not interested in bargaining with ILWU to join ILA".
  - 13 Harry Bridges meets with Teamster officials in Washington to talk about a merger agreement.
  - \*17 Negotiations break off – STRIKE RESUMES.  
PMA's economic offer remained essentially as it was at the beginning of the Taft-Hartley injunction.
  - 17 PMA members make public the policy to discontinue making vessels available for military cargo.
  - 19 PMA rescinds policy concerning vessel availability for military cargo.

- 21 President Nixon asks congress to pass legislation providing for final and binding arbitration to settle the ILWU-PMA dispute.
- 26 The ILWU meets with grain operators to negotiate new contract.
- 31 Negotiations RESUME at PMA Headquarters in San Francisco.

#### FEB 1972

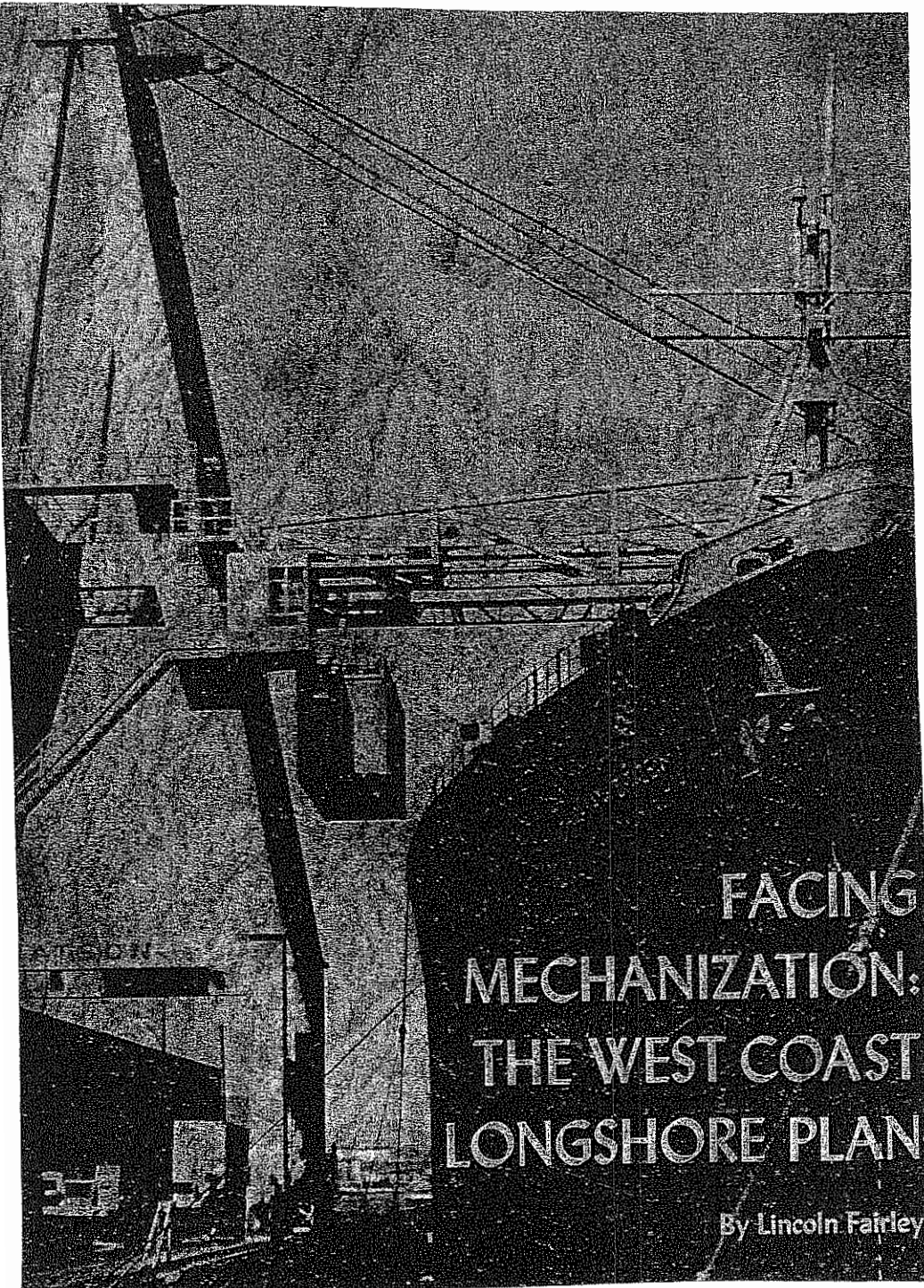
Negotiating sessions were held on the following dates: 1, 2, 6, 7, 8

- 2 Sam Kagel, Coast Arbitrator, joins the parties in negotiations.
- 4 Ed Flynn and Harry Bridges go to Washington to testify before the House and Senate Labor Committees.
- 10 Memorandum of Understanding between PMA and the ILWU signed.
- 17 Ratification vote by ILWU begins and continues to the 19<sup>th</sup>.
- 19 The ratification votes counted: Yes – 6, 803; No – 2, 761.
- \*20 STRIKE ENDS. Formal ILWU membership ratification announced; ILWU members return to work.
- 25 Required Pay Board submission made by PMA.
- 28 ILWU submits request for approval to Pay Board.

#### MAR 1972

- 9 Pay Board Staff reviews submission with parties.
- 14 Pay Board Holds Public Hearings on ILWU-PMA case.
- 16 By a vote of 8 to 6 the Pay Board disapproved "the proposed adjustment of wages and salaries submitted by PMA and ILWU as unreasonably inconsistent with the general wage and salary standard ; and, except as... provided, does hereby deny their submitted request for an exception". The Pay Board ruling, in effect, reduced the first year wage increase from 15.7% to 10%.
- 22 The three AFL-CIO members of the Pay Board resign.
- 28 The ILWU and PMA meet to determine what action is to be taken as a result of the Pay Board ruling.





# FACING MECHANIZATION: THE WEST COAST LONGSHORE PLAN

By Lincoln Fairley

## CONTENTS

<i>Preface</i>	xi
Introduction	1
I. Background in Collective Bargaining Experience, 1934–1948	9
II. Employer Frustration, 1948–1956	31
III. Development of Union Policy	54
IV. Further Steps Toward Final Agreement	83
V. Negotiations in 1960: Mechanization	112
VI. Negotiations on Work Restrictions: The Settlement	139
VII. Reactions to the Plan: Early Difficulties and “Availability”	167
VIII. Experience with Oversized Loads and Manning Reductions	193
IX. 1966 Renewal of M. & M.	222
X. Steady Skilled Men	255
XI. Container Freight Station Supplement	271
XII. The Longshore Industry in New York Faces the Same Problem	296
XIII. The 1971 Negotiations	305
XIV. Summary and Conclusions	320
<i>Notes</i>	345
<i>Appendix I</i>	389
<i>Appendix II—Tables</i>	395
<i>Selected Bibliography</i>	407
<i>Index</i>	429



## INDEX

- Abatement, 123, 159-160, 172
- Accidents, 210
- Age, 124-125, 154, 172, 228, 237, 311, 338,  
387 n 7, 397
- Alaska M. & M. Plan, 176
- Alaska Steamship Company, 58, 271
- Albin Stevedore Company, 185
- "A" men (fully registered men), 85, 135, 227-228,  
235-237, 283-284, 325, 337. *See also* Registration
- American Mail Line, 185
- American President Lines, 150, 286, 306
- Anti-labor attacks: Los Angeles Citizens' Committee,  
41; concern over McClellan Committee, 93; Los Angeles  
City Council, 132-133; fear of 158-159, 327
- Arbitration decisions: National Longshoremen's Board,  
9-11, 26, 29; between 1949 and 1959, 14; Morse, 19-  
20, 27-28; War Labor Board, 22; Fact-Finding Board,  
23, 25; Sloss, 26; Rosenshine, 27; wages, 52; work-  
shifts, 65; oversized loads, 197-198; sack packing,  
208-209; basic gang, 211; reduced manning, 218;  
portable control box, 219; cargo robot, 220; steady  
skilled men, 259-261, 269
- Arbitration procedure: arbitrators' agents, 17-18;  
WEA proposal re damages, 23; 1940 contract, 29;  
1948 settlement, 33; instant arbitration, 33; re  
manning, 156; source of arbitrators, 157; onerous  
workloads, 197-199
- Availability: and training, 188-189; 1965 PMA demands,  
190-192; 1966 PMA demands, 235, 241; 1966 agreement,  
248-249; concern over, 312; PMA proposals, 314-315

"B" men (men with limited registration), 85, 172, 200, 227-228, 235-237, 325-326

Baran, Paul, 148, 339

Basic gang, 155, 211, 243-244. *See also* Manning

Bjarnason, Emil, 345 n 5, 369 n 24

Bodine, Howard, 180

Bonner Committee, 41-48; gang shortages, 41; contract compliance, 41; double handling 43-44

Bridges, Harry Renton: importance as a leader, 4; WEA attempts to discredit, 24; St. Sure re, 32; testimony at Bonner Committee, 42; on securing membership agreement, 47; letter re "bad practices," 49-50; in 1957 arbitration, 53; urges more men in hold, 59; recognizes wage gains due to productivity, 60; supports accommodation, 63, 65; position at 1957 special caucus, 75-76; urges need for new policy, 83-84; discusses ILA's similar problems, 95-96; need to strengthen bargaining power, 102; enthusiastic over 1959 agreement, 110; on wage guarantee, 115-116; concerned over split in union committee, 143; speaks with Gibbons at mass meeting, 158; comments on 1960 agreement, 165, 167; re stevedore contractors, 203; re oversized loads, 203, 205-207; need for machines, 206; on packing sacks, 209; complains of role as policeman, 219; aims to reduce hard work, 230-231; the ultimate in manning reduction, 244, 251; comments on 1966 referendum, 253; on steady skilled men, 259, 263; on ending M. & M., 311; urges merger with ILA, 314; letter to Fitzsimmons, 317; re jurisdictional disputes, 318; Bridges' relation to St. Sure, 324

British Columbia M. & M. Plan, 177

Brooklyn, New York, 298-299, 302

Buchholz, T. W., 45

Bulcke, Germain, 133, 157

Bulk cargoes, 55-57, 60-61, 214-215, 218-219, 224

California Cartage Company, 294-295

Casey, Ralph S., 43-44

Casuals, 59, 63, 77, 200, 227

Caucus, longshore: 1956, 57-65; special, 1957, 67-77; Bridges' position re accommodation, 75-76; opposition to accommodation, 76; decision, 77; 1958, 83; 1959, regular, 99; 1959, special-fishbowl negotiations, 108-111; 1960, 112-117, 143-144; 1960 split vote on contract proposals, 144; caucus discussion pro accommodation, 145-146; caucus discussion against accommodation, 148-149; 1961 discussion of oversize loads, 200-201; 1962 and 1963 discussion of oversize loads, 202; 1964 discussion of oversize loads, 208; 1964-1965 complaints over manning, 219; 1966 discussion of wage guarantee, 235; 1967 discussion of steady skilled men, 258; 1969 discussion of steady skilled men, 264-265; 1968 caucus--stuffing containers, 276-285; 1968 caucus decision to negotiate a CFS supplement, 284-285; 1970, formulates demands, 311-312

Cederberg, Elford A., Congressman, 41

Clerks: nature of work, 6-7; 1956 negotiations, 49-50; 1958 contract, 86; objections to coastwide registration, 91; East Coast, 297

CLRC. *See* Joint Coast Labor Relations Committee

Coast Committee (Union): proposes accommodation, 61; urges more holdmen, 63; should accept mechanization, 63; report to special 1957 caucus, 67-80; report to 1958 caucus, 84; dislike of role of policeman, 109; 1960 proposals, 112-117; supports "grieved ship"

program, 120; intervenes in "Hawaiian Citizen" dispute, 132; PMA puts onus on, 157; re training 187; action on onerous workloads, 198; holdmen, differential for, 200-201; 1963 report to caucus--manning, 216; prefers negotiation to arbitration on reductions in manning, 215-218; 1969 report re steady skilled men, 265; reports on tentative CFS agreement with Matson, 282; 1968 report re stuffing issue, 281; recommends ending M. & M., 311; centralization of power in, 331

Communist Party, 171

Container Freight Stations, 271-295; Teamsters employed at, 275; slow recognition of stuffing and unstuffing issue, 275; steamship companies prefer CFS, 276; lower cost at, 277-278; contract option re dock work, 279-280; union proposal for CFS supplement, 281; contract terms proposed for Matson, 282; union shuts down container operations, 285-286, 289; CFS Agreement, 290-292; utilitymen at CFS, 291; wages and conditions at CFS, 291-292; CFS Agreement not successful, 292-293; court and NLRB attacks on, 293

Containers: vans and cribs, 58, 68-70; discussion at special 1957 caucus, 68-69; probable slow growth of, 69; union position re stuffing, 1959, 98; reduction in jobs, due to, 221; increased use of, 230; stuffing and unstuffing, 251, 333-334; slow growth before 1968, 271; cost savings from use of, 272; manhour savings, 273-274; on East Coast, 297; East Coast royalty funds, 297-299; extent of containerization, East Coast, 1961, 300; stuffing on East Coast, 302; demands re stuffing, 1970-1971, 313; tonnage in, 320, 404; overtonnaging, 323; employer option on stuffing, 334. *See also* Mechanization, Container Freight Stations, Cribs, and Vans

Contract compliance: arbitrators' agents, 17-18; 1940 contract, 18; War Labor Board, 20; Fact-Finding Board, 23, 25; 1948, arbitrators, 33; performance and conformance, 34; success in achieving, 120-121; "Hawaiian Citizen" dispute, 131-134; Pedro Agreement of August 25, 1960, 134; 1960 centralization of control, 156; union members as arbitrators, 157; PMA concern over union failure, 261. *See* Performance and conformance

Contract, length of, 164, 235, 240, 329-330, 333, 339

Coos Bay, 57

Cox, Joseph H., 128

Crane supplement to longshore contract, 186, 255

Cribbin, James, 35

Cribs, 58, 68-70. *See also* Containers

Cuffe, T. E., 118

Dant, J. R., 118

Double or multiple handing, 16; Bonner Committee, 41, 43, 46; Coast Committee Report, 1957, 70; PMA demand, 140; 1960 agreement, 153; employer frustration over delay, 201; relation to productivity, 223

Earnings. *See* Longshore earnings

"Fishbowl Negotiations," 108, 112, 134, 142

Fitzsimmons, Frank, 288, 317, 336

Flexibility of operation: local rules re, 15; gear priority, 15; shifting, 22; PMA demands re shifting, 1959, 106-108; PMA demands re shifting, 1960, 140; M. & M. Agreement, 155; swingmen, 215, 248; PMA demand, 1966, 234, 240; East Coast--"frozen details," 297, 300; PMA position in 1966, 329; employer interest in, 333

Poisie, Frank, 21, 31  
 Foreign lines, 119, 150, 287  
 "Four on and four off," 34, 38, 48, 53, 202, 218, 246, 248, 331  
 Freight rate changes, 321  
 Gang boss, 246  
 Gang size. *See* Manning  
 Gear priority. *See* Flexibility of operation  
 Gibbons, Harold, 158  
 Gilman, Roger, 273  
 Gleason, Thomas (Teddy), 297, 314  
 Goldberg, Joseph, 346 n 7  
 Goldblatt, Louis, 174, 237  
 Goodenough, Ben, 316  
 "Grieved ship" program, 120  
 Hagel, Otto, 174  
 Harrison, Gregory, 20, 31  
 Hartman, Paul, 13, 223  
 Hawaii M. & M. Plan, 176, 238  
 "Hawaiian Citizen," dispute over, 131-134  
 Health and safety disputes, 18  
 "Hip pocket" rules, 35  
 Hoffa, James, 94, 158-159, 288, 336  
 Holdmen: need for more, 63; differential for, 201  
 Horvitz, Wayne, 149, 173

Hours of work: 1956 negotiations, 47-48; 1957 negotiations, 52; proposal to reduce, 1956 caucus, 61, 64-65; 6-hour day, 64; discussion at 1957 special caucus, 77; reduced from 9 to 8, 1958, 87; union guarantees for reduced hours, 88; union urges need for united labor program for reduced hours, 93; 8-hour guarantee, 106; success of guarantee, 121; union proposal, 1960, 124; union demand, 1966, 234; 1966 settlement, 252  
 Industrial Relations Research Association, 168  
 Intercoastal steamship lines, 125, 150  
 Internal Revenue Service, 178-180; 232  
 International Cargo Handling Coordination Association, 66, 173  
 Japanese steamship lines, 125, 293  
 Job action (and discipline by union), 10, 17-18, 23, 33, 36, 47, 109  
 Job security, 230, 264  
 Joint Coast Labor Relations Committee, 18, 91, 157, 159, 184, 188-189, 196-198, 202, 204-205, 220, 247, 256-258, 266-267, 331  
 Jurisdiction: re sailors on steamships, 60; ILWU position in 1959, 98; 1959 agreement with PMA, 105; employer interest in maintaining, 119; 1960 consideration of, 146-147; 1960 M. & M. Agreement, 158; Memorandum of Understanding, ILWU and IBT, 181-182; basic provision of M. & M. re, 182; re cranes, Operating Engineers, 184; NLRB re *ILWU v. Operating Engineers*, 185; ILWU demands, 1966, 233; relation to steady man issue, 259; re stuffing containers, 275-276, 288; IBT picketing re CFS, 292; California

Cartage Company case, 294-295; ILWU demands, 1970-1971, 313, 316-317; Einar Mohn letter, 316-317; exchange of letters, Bridges and Fitzsimmons, 317; ILWU-IBT deal on Sea-Land, 334; relationship, ILWU and IBT, 335-336. *See also* Teamsters, International Brotherhood of

Kagel, Sam, 199

Kahn, Elinor, 24

Kennedy, John F., 158

Kennedy, Thomas, 168

Kerr, Clark, 32

Killingsworth, Charles, 168, 346 n 6

Killion, George, 118

Kossoris, Max, 97, 128-129, 172

Labor cost, 403, 405

Labor Management Services Administration, 298

LaFollette Committee, 23

Lancaster, Pres, 130

Landrum-Griffin Act, 293

Longshore contract, Pacific Coast: nature and coverage, 7; 1948 agreement, 33

Longshore earnings, 227, 230, 306-307, 329-330, 332, 337, 342, 399, 402

Longshoremen's Association, International (ILA): also faces mechanization, 94, 145; demands status quo on gang sizes, 95, 297; reacts to M. & M. Agreement, 170, 297; prefers policy of resistance, 296; negotiations on "automation," 297; royalty fund, 297-299; 1962 negotiations, 299; 1964 contract,

wage guarantee, 300; 1964 contract, reduced gang size, 301; wage guarantee, 1969 and cost, 301; ILWU container fact-finding delegation, 301-303; stuffing containers--50 mile rule, 302-304, NLRB attacks on 50 mile rule, 304; ILWU follows ILA pattern, 312-314; ILA and ILWU policy compared, 339-340; productivity, New York, 401, wages, 402

Longshoremen's and Warehousemen's Union, International, (ILWU): character of, 2-4; internal democracy, 3; structure of, 6; Research Department, 57; joint action with IBT and ILA, 93-96, 102; international connections, 96, 359 n 24; delegation to East Coast, 301-302, 313; Bridges urges merger with ILA, 314

Longshoremen's and Warehousemen's Union, International, (ILWU), Locals. *See* Portland, San Francisco, San Pedro, Seattle

Longshoremen's and Warehousemen's Union, International, (ILWU), negotiating committee: approves PMA proposal to drop measurement of productivity, 130; split in, 139, 141, 144

Los Angeles "Citizens' Committee": Mayor's Harbor Study Committee, 41

Love, George W., 44

Luckenbach Steamship Company, 125

Lundeberg, Harry, 32

McClellan, John L., Senator, 158

McLaughlin, Richard P., 168

Make-work practices, 24, 146. *See also* Restrictive rules and Work rules

Manhours worked, 227, 306, 326, 395, 396, 398, 400

Manning: 1956 caucus, 58; "witnesses," 59; Bridges re "witnesses," 59; minimum gang on bulk, 60; 1958 caucus, 84; union proposes freeze on, 97; PMA wins swingmen, 107; PMA demand, 140; M. & M. Agreement re, 154; basic gang, 155; experience under M. & M., 211-221; on new operations, 212; on existing operations, 212; "T" letters, 212-215; manning subcommittee, 216; bulk loading in Stockton, 218; portable control box, 219; cage or robot, 220, 244-245; union demands, 1966, 233, 238; PMA demands, 1966, 234, 240, 242; basic gang, 243-244; Bridges re ultimate reduction, 243; two skilled men, 245; gang boss, 246; reduced gang size, East Coast, 300; union position, 1970-1971, 313; PMA demand, 1970-1971, 315. *See also* Basic gang, Four on and four off, Gang boss, Gang size, Steady men, Steady skilled men, "T" letters, Unnecessary men, "Witnesses"

Marine Terminals Corporation, 277, 292

Maritime Cargo Transportation Conference, 97

Matson Navigation Company, 56, 58, 73, 126-127, 131, 149, 176, 215, 256, 258, 277-278, 281-283, 286, 293, 306, 324, 334

Mechanization: 1934 National Longshoremen's Board Award, 9-10; lift jitneys, 21, 55; liftboards, 21, 26, 55; 1940 contract provisions, 29; early cargo handling methods, 55; bulk cargo, 55; sugar handling, 56; lumber handling, 57; caucus discussion, 55-82 *passim*, men welcome it, 63; St. Sure quotes Bridges on, 65; defined by 1957 Special Caucus, 68; 1958 caucus, 83; Bridges proposes compulsory addition of machines for big loads, 206; contract requirement to use machines, 210, 330; developments in, 1960-1965, 230; union demand, 1966, compulsory use of, 233; 1966 contract provision, 242, 246-247, 265; cargo handling revolution, 320. *See also* Containers

Mechanization fund ("sharing savings"): PMA willing to share, 74, 79; avoiding distorting wage rates, 78, 79; union proposal for, 80-82; PMA position, 1958, 83; share savings, not profits, 85; tentative agreement on, 97; PMA difficulties over a formula, 97; union understanding re, 99; ILWU as pioneer, 100; 1959 caucus discussion of, 101-103; union proposals to PMA, 1959, 103-104; proposed uses of, 1960, 113, 124; PMA proposals re, 122; PMA internal concern, 125; size of, 126; union to decide uses of, 126, PMA to decide how raised, 126; method of assessment, 127; why measurement of savings dropped, 128-131; PMA proposal to return to savings approach, 239

Mechanization and Modernization Agreement (M. & M.): objectives, 1; *Statement of Principles*, 1956, 48; forerunners, clerks, 1956, 50; Coast Committee proposes accommodation, 61; 1957 special longshore caucus--basic question, accommodation, 68, 70, 73; --PMA willing to share savings from mechanization, 74; 1957 *Statement of Objectives*, 77; informal negotiations, 83, 97; union willingness to see membership decline, 92; union educational program, 93; Interim Agreement, 1959, 96, 104; public reaction to 1959 agreement, 111; 1960 tentative agreement, 134-138; final language, 136, 179, 365 n 19; 1960 PMA proposals, 139-140; split in union Negotiating Committee, 139-141; 1960, The Settlement, 151; --right to efficient operations, 151; --"unnecessary men," 151; --slingload limits, 152; --multiple handling, 153; --manning and gang size, 154-156; --flexibility of operation, 155; --centralization of control, 156; --length of, 164; --press reactions to, 167; --labor relations experts' appraisals, 168; --labor reactions to, 169; --criticisms from business, 170-171; --criticisms from the left, 171; Kossoris's comments, 172; publicity by the parties, 173; "Men and Machines," 174-175; M. & M. plans in

other areas, 175; IRS problems, 178; ILWU-PMA Supplemental Agreement on Mechanization and Modernization, 179; NLRB awards jurisdiction over cranes to ILWU, 185; experience with slingload limits, 193-208; experience with manning reductions, 211; 1966 Renewal, 222-254; used by NLRB to invalidate CFS Supplement, 294; not renewed, 1971, 305-336 *passim*; benefits to employers, 322-324; why "modernization" tied to mechanization, 327; both parties needed settlement in 1960, 327-328; union reasons for not renewing, 336. *See also* Abatement, Containers, Flexibility of operation, Mechanization fund, Productivity, Retirement, early, "Vesting," Wage guarantee

Meehan, Matt, 157

Melnikow, Henry P., 20

"Men and Machines," 174-175, 254

Metropolitan Stevedore Company, 45

Mohn, Einar, 183, 316

Morse, Wayne L., 27, 53, 299

National Labor Relations Board, 6, 184-185, 293-295, 304

National Longshoremen's Board, 1934, 9

Negotiations: 1956 *Statement of Principles*, 48; 1957 wage arbitration, 52; informal negotiations, 67, 75, 77-78; 83, 97-99; 1958 reduce workshift, 87; 1958 coastwise registration, 90; 1959 interim agreement, 96, 103; --8-hour guarantee, 122-131, 139-166 *passim*, --interruption in, 131-134; --union split, 139-149; union demands, 1966, 233; PMA position, 1966, 234, 240; PMA policy: make concessions on money issues, 235, 240; --1968 negotiations re CFS, 285-290; 1971, 305-318; --changed character, 1966, 333

"New look," 32

New York Shipping Association (NYSA), 296-304 *passim*

Northwest ports, 57-58, 221, 338

Oakland, Port of, 277, 281, 292-293

Onerous workload, 195, 198-199, 202-204, 227, 231, 247, 331. *See also* Oversized loads, Sack packing, Speedup

Operating Engineers, International Union of, 184

Oversized loads, 196-208, 216, 246. *See also* Onerous workload and Slingload limits

Pacific Coast Longshore Fact-Finding Board, 22

Pacific Far East Line, 150, 286, 306

Pacific Maritime Association (PMA): composition of, 5, 7; founding, 31; internal discipline, 42; position in 1956 negotiations, 47, 50, 52; position in 1957 wage arbitration, 52; would share in savings from mechanization, 73; reaction to union's position on accommodation, 80; reaction to union's willingness to accept reduced membership, 92; bargaining position, 1959, 103; willingness to guarantee 1958 work force and 1958 earnings, 104; comment on "fishbowl" negotiations, 108; optimism in 1960, 117; crucial Palo Alto meeting, 118; Annual Report, 1960, comment on union's 1957 caucus, 118; Coast Steering Committee, 119, 188; "grieved ship" program, 120; 1960 contract proposals, 122; internal differences re a fund, 125; internal differences over raising a fund, 128; demands, 1960, 139-140; considerations re accommodation, 149-150; comments on "Men and Machines," 175; on speedup, 205; demands more concessions, 234; policy: make concessions on money issues in return for flexibility, etc., 235; returns to cost savings approach, 239;

demands steady skilled men, 1966, 250; 1966 Annual Report on M. & M., 254; increased costs of M. & M., 254; PMA concern over steady skilled man, 257; Annual Report of PMA on steady men, 261; concern over lack of compliance, 261; satisfaction with M. & M., 262; differences over assessments, 281, 287; PMA position on stuffing, 288; PMA position in 1971, 314; responsibility for loss of stuffing work, 334; no reason to continue M. & M., 1971, 336

Pacific Motor Transport, 278

Paul, Lee, 43-44

Pedro Agreement (August 25, 1960), 134

Pensions, 110, 113, 192, 228, 234, 252, 254, 298, 305, 309, 311, 315, 326, 332

"Performance and Conformance": development of PMA Program, 34-40; Bridges's policy re, 39; testimony at Bonner Committee, 41-43; PMA refusal to bargain until "bad practices" eliminated, 52; success of PMA Program, 1959, 119-120, 323; effect on productivity, 122. *See also* Contract compliance

Pilferage, 273

"Point of rest," 26, 122-123

Portland (ILWU Local 8), 9, 120, 206, 237-238

Poulson, Hon. Norris, Mayor of Los Angeles, 41

Preservation of work force ("no layoff" policy), 79, 104, 135, 227, 236, 314, 325-326, 329, 342

Productivity: no gain, 10; Price, Waterhouse survey, 20; WEA attempts to improve, 22; Fact-Finding Board, 23, 25; 1940 contract, 29; Bonner Committee hearings, 41; in Coos Bay, 57; PMA attempts at measurement, 83, 97, 103; gains in 1958-1960, 121; PMA gives up measurement, 122; rise in index, 1960-1965, 222-226;

sources of increase, 1960-1965, 223, 227; PMA satisfaction with, 261; increase 1960-1970, chart 1, 305-308; drop in labor cost, chart 2, 306, 308; increases in index, 322, 326, 329, 333; appendix tables 1, 1A, 8, 10, 395, 396, 403, 405

Profits of steamship companies, 226, 306, 323

Promotion committees, 189

Railroads, 8

Referenda (ILWU): 1956, 49, 51; 1958, 89; method of voting, 357 n 6; 1959 caucus agreement to respect outcome, 110; 1960 Bridges proposal on procedure, 143; M. & M. Agreement, 253; 1968 CFS Agreement, 292; PMA last offer, 318

Registration: fully registered "A" men unwilling to work in hold, 85; "B" men, partially registered, 85; union guarantee of no additions, 88; nature of registration, 90; coastwise registration, 90; clerks oppose coastwise registration, 91; freeze on registration, 92; union pressure to increase, 117; no layoffs of "A" men, 135; "B" men and M. & M., 172; union objectives, 1960, 227; decline in number of "A" men, 228; "B" men added, 1963, 228; discussion at 1966 caucus, 235; effectiveness of joint control, 316; PMA seeks control over, 316; "B" men as buffers, 325; drop in number of "A" and "B" men, 337; appendix tables 1, 1A, 2, 3, 4, 5, 7, 395, 396, 397, 398, 399, 400, 402

"Restrictive rules," 73, 79, 104, 139-140, 151 *passim*.  
*See also* Work rules

Retirement, 228, table 2, 229, 230, 235. *See also* Pensions, and Retirement, early

Retirement, early, 113, 124, 134, 179, 230, 237, 301, 325, 326

Roosevelt, Franklin D., 9



Rosenshine, Albert A., 27

Ross, Philip, 303, 341

Sack packing, 208, 231

San Pedro (ILWU Local 13), 9, 16, 17, 41, 44, 57, 58, 115, 117, 131, 132, 139, 142, 143, 187, 206, 211, 255, 257, 260, 261, 262, 278, 293, 338

San Francisco (ILWU Local 10), 9, 14, 16, 61, 120, 134; locals 6 and 17, 158; 183, 187, 196, 255-261, 265-269, 277, 279, 282, 283, 338

Sea-Land Service Company, 226, 271, 275, 278, 306, 334

Seatrains Lines, 306

Seattle, (ILWU Local 19), 9, 58, 68, 120, 154, 279, 293

Sevier, Randolph, 118

Shifting. *See* Flexibility of operation

Slingload limits, 12; War Labor Board, 22; PMA demand, 1960, 139; 1960 agreement, 152; Swados re, 171; experience under M. & M., 193-210 *passim*; oversized loads, 196-210 *passim*; 1961 caucus, 200; Bridges admits error in 1960, 207; rank and file dissatisfaction, 330. *See also* Onerous workload

Sloss, Judge M.C., 26

Speedup, 195, 204, 205, 330. *See also* Onerous workload

SS Santa Rosa, 94

States Steamship Company, 150, 306

Steady men or gangs: early elimination of, 11; War Labor Board, 21; Fact-Finding Board, 23; gearmen, 255; on cranes, 255; maintenance men, 258; relation to jurisdiction, 258; at CFS, 291; result in loss of communication, 338; younger men favor, 338. *See also* Steady skilled men

Steady skilled men: PMA demand in 1966, 250; review of problems concerning, 255-270; 1966 contract section 9.43, 250, 255; background re, 255; employment conditions of, 256; local union policy against, 256-259, 261; equalization of earnings with hold men, 257, 265-269; disputes over, 258-259, 265; one-man, one-job, 260; arbitrations over, 260-261, 266-267, 269; differences within union over, 262-264; uniquely secure position of, 264; table 3, number of, 267; difficulty of equalization of earnings, 268; caucus demand, 1971, 313; PMA demand, 1971, 315

Stearns Schooners, 60

Steele, Dwight C., 31

Stevadore contractors, 7, 17, 32, 36, 44, 72, 125, 129, 150, 193, 203, 217, 323, 335

Stockton, 218

Strikes: no strikes, 1948-1971, 4, 32; 1934, pre-strike conditions and union gains, 9; 1948, 31, 33; strike votes, 269, 318; on East Coast, 296, 299-300; 1971, 305, 318, 337

St. Sure, J. Paul: comment re employer tilt to Bridges, 32; became president of PMA, 34; letter to Bridges, 37-38; testimony at Bonner Committee, 42-45; comments on Bridges' testimony re pricing out "bad practices," 53; quotes Bridges on mechanization, 65; on need for accommodation, 67; shock at union proposal, 142; union property right in rules, 149; threat of resignation, 150; talks to PMA Negotiating Committee, 160; comments on M. & M. Agreement, 164, 167-173; witnesses ILWU-IBT agreement, 183; letter re onerous claims, 204; comments on M. & M., 1960-1965, 225; scorns union proposal on manning, 245; success of M. & M., a tribute to, 324; optimism re M. & M., 324; relations with Bridges, 324; death of, 386 n 3

Swados, Harvey, 171-172

"T" letters, 213-215, 220, 313

Tacoma, 215

Taft-Hartley Act, 31, 90, 117, 293, 299, 317

Teamsters, International Brotherhood of, 17, 26, 44, 86, 145, 158, 181-182, 275-276, 288, 292, 295, 316-317, 334, 336. *See also* Jurisdiction

Terminal-type agreements, 98, 102, 278, 282, 284, 289.  
*See also* Containers

Training programs, 186, 190, 249, 255

Transfers, port to port, 113, 115-116, 137

U.S. Bureau of Labor Statistics, East Coast Port Studies, 300

Unnecessary men, 48, 59, 87, 140, 151, 156, 211, 213-214, 216, 234, 240, 242, 244-245

Utilityman, CFS, 291

Vans, 58, 69. *See also* Containers

Vesting, 114, 124, 126, 134, 179, 230, 233, 237, 252, 326, 330

Viat, Arthur, 168

Vietnam war, effect of, 227, 284, 309, 325, 329, 339, 382 n 1

Wage comparisons, 309-310, 332, 386, appendix table 7 402

Wage guarantee: coastwise registration, 91; freeze on registration, 92; proposed, 113, 124; 1960 agreement on, 135-138; IRS requires change, 180; no need for, 1960-1965, 227-228; distribution of fund, 1966, 232-233; union gives it up, 1966, 235; East Coast, 301, 1971 demand, 312; PMA goes along, 1971, 314;

limited to decline due to technological change, 315; error to give up in 1966, 325, 329-330; post-strike guarantee, 342

Wage increases (ILWU), 9, 19-20, 22, 25, 40, 52, 79, 158, 192, 200, 202, 233, 235-236, 240, 254, 311, 330

Walking bosses, 7

War Labor Board, 20, 22, 255

Waterfront Employers Association of the Pacific Coast, 17, 23-24, 31

Witnesses. *See* Manning

Work rules: gains by job action, 10; onerous to employers, 14; as "make-work" practices, 24; delegate support for, 64; Coast Committee Report, 1957, 70; union willingness to modify, 97, 104; some caucus delegates urge going slow in changing, 101; concessions by union in return for 8-hour guarantee, 106-108, 121. *See also* Double handling, Flexibility of operation, Manning, Slingload limits, Steady men or gangs, and Steady skilled men

# HARRY BRIDGES

*The Rise and Fall of Radical Labor in the U.S.*

**Charles P. Larrowe...**



Note from HM: I am not related to the the "Eugene Mills" who is mentioned on p. 75 of this book and is there identified as "in charge of recruitment and housing of strike-breakers in Los Angeles Harbor" during the West Coast maritime strike of 1934. Nor am I related to the "Herbert Mills" who is mentioned on p. 140 as having been a witness against Bridges in his first deportation trial and it also there identified as "a member of a sailors' union goon squad."

## Contents

Foreword	v
1. Up From Down Under	3
2. Neither Red Nor Dead	32
3. Where Did You Study Military Strategy and Tactics?	62
4. Armed Truce	95
5. That's Against the Constitution!	138
6. Do You Believe in a Capitalistic Form of Government?	176
7. A Bill of Pains and Penalties	217
8. Revolution in Paradise	250
9. The War Ends, the Battles Resume	287
10. Why Not Negotiate?	323
11. Labor Statesman	345
12. Old Soldiers Never Die	373
Index	391

## Index

- Addams, Jane, 157  
 Abkoond of Swat, 25, 30n  
 Akama, Takumi, viii, 267  
 Alberts, George, 202  
 Albion Hall, 16, 17, 18, 19, 309, 374  
 Alien and Sedition Acts, 303  
 Alioto, Mayor Joseph, 378  
 Allen Bill, 221  
 Allen, Leonard, 221  
*American Citizen*, 209  
 American Civil Liberties Union, 244, 331-332, 343  
   supports Bridges in contempt of court case, 130  
 American Committee for the Protection of the Foreign Born, 244  
 American Communications Association (CIO), 323  
 American Federation of Labor (AFL), 89, 99, AFL-CIO, 118  
 American Legion, 47, 89, 144, 152, 244  
   Bridges's first encounter with, 6  
   solution to Communism, 89  
 American Nurses' Association, 348  
 Anderson, George, 165  
 Angel Island, 142  
*Angel Island*, 149, 154  
 Anti-miscegenation laws, 339  
 Arisumi, John, viii  
 Army intelligence, get-Bridges campaign, 192  
 Associated Farmers, 148, 191, 216n  
 Association of San Francisco Distributors, 121  
 Attorney General's List, 299, 336  
 Australian Labor Party, 186  
 Australian seamen's union, 6, 111  
   influence on Bridges, 4-6  
 Bacon, Merriel, 167-169  
 Bakcsy, Capt. Charles C., profile, 199-200  
   testifies in Bridges 1939 hearing, 199-201  
 Baker, Ray Stannard, 284-285  
 Baldwin, James, 365  
 Baldwin, Roger, quoted, 133, 137n  
 Ballad of Harry Bridges, 177-178  
 Barber, Bruce, 299, 340  
 Barrows, General David Prescott, 66, 68, 210-213  
   in '34 strike, 70-71  
 Battle of Rincon Hill, 65-68, 92-93, 283  
 Battle, Turner, 45, 60n  
 Beck, Dave, 50-52, 54, 96, 359  
   profile, 116-120  
   march inland, 119-120  
   interest in exception ports, 251, 368  
   says Ryan unfit to hold union office, 128  
 Bernstein, Harry, 371, 372n, 376, 390n  
 Besig, Ernest, 194, 214  
 Biddle, Francis, 217, 237-244, 249n  
   asks FDR about deporting Bridges, 242  
   overrides board, orders Bridges deported, 242  
   reacts to Justice Murphy's opinion, 246  
 Big Five, 259-260, 263, 275  
 Bjorklund, J. C., 24  
 Black, Justice, 336-338, 344  
   opinion in *Bridges v. Wixon*, 245-247  
 Blaisdell, James, heads Hawaiian Employers' Council, 264

- Bloody Thursday, 65-70  
 Blue book union, 8, 9, 10, 14, 15, 16, 18, 19, 20, 21, 25, 33  
 B-men, 362-367, 369-370  
 Board of Immigration Appeals, 238-241, 249n  
 Boer War, 4  
 Bone, Judge Homer T., 335  
 Bonham, Raphael, 142, 150, 151, 159, 173-174, 193, 203  
   asks Perkins to deport Bridges, 140, 146  
 Borthwick, William, 273  
 Boyd, John, 299, 302  
 Brandeis, Justice, 147  
 Bricker, Senator John D., 334  
 Brickett, Margaret, viii  
 Bridges, Agnes, 8, 9, 165-166  
 Bridges, Betty, 45, 149, 313  
 Bridges, Harry, v, vi, vii, 3, 15, 16, 17, 18, 23, 26-27, 32, 44, 45, 49, 50, 53, 62, 67, 69, 71, 73, 75, 76, 77, 78, 86-87, 88, 90, 94n, 95, 97-103, 105-110, 138, 155, 171, 174, 203, 223, 263, 280, 298, 306, 308-309, 334, 345, 349, 360, 373, 377, 378, 379, 381-383, 385, 388-390  
   American Legion, 6, 144-145, 189  
   and the Cadillac, 124-125  
   arbitration, opinion of, 121  
   bribe attempt, 56-57  
   British agent, accused of being, 3, 59  
   bugged, FBI, Portland police, 125, 140, 153, 196  
   capitalism, opinion of, 4, 180, 299  
   China, aborted trip, 375-376  
   Cold War, 293, see also Korean War, Marshall Plan, Vietnam War  
   Communist Party, opinion of, 179, 182, 185  
   compared with Nehru, 373  
   Constitution and Bill of Rights, opinion of, 188-190  
   criteria for union leader, 370  
   deportation attempts, first, chapter 5, 6 second, chapter 7, 249n  
   description of, 28, 31n, 138, 218, 373-374  
   featherbedding, opinion of, 126  
   health problems, 116  
   IWW, influence on, 4  
     opinion of, 6, 181  
   jailed, 1936, 159  
     1950, 331-335  
   Landrum-Griffin Act, 342-344  
   Lewis, John L., supports, opposes, 113, 225, 254-255  
   London, Jack, influence on, 4  
   London, England, impressions of, 5  
   M & M Agreement, see M & M Agreement, "march inland," 119, 123, 194  
   Marxism, opinion of, 179-180  
   Mexico, impressions of, 7  
   naturalization, 11, 12  
   non-Communist affidavit, 295  
   participatory democracy, 126-127, 369  
   peace proposal, Korean War, 326  
   "pirating" on the docks, 9  
   postwar peace plan, WWII, 287-288  
   racial discrimination, 366-368  
   religion, 3, 5  
   retirement, balks at, 371, 380-381  
   revolutions, 184  
   Roosevelt, Franklin D., supports, 113, 254 opposes, 224, 225  
   Russian system, compared with Nazi Germany and imperialist Japan, 190  
   Russian unions, opinion of, 342  
   Ryan, Joseph P., meeting with, 1936, 113-114  
   sailor, experience as, 4-8  
   St. Sure, relations with, 346-351  
   scrap iron issue, 130-133  
   speed-up, description of, 10  
   strikes, see strikes trials, civil conspiracy, 339-340 contempt of court, 129-130, 137n criminal conspiracy, 30n, 125, 302ff. ulcer operation, 116

- union government, philosophy of, 124, 369  
 union officers' salaries, position on, 124  
 union welfare programs, position on, 255, 345  
 Weir case, 364-370  
   World War I, influence on, 4  
 Bridges, Nancy, 321, 338-339  
 Bridges, Nikki, 339  
 Bridges, Renton, influence on HRB, 4, 318  
 Bridges Defense Committee, 215  
 Bridges-Robertson-Schmidt Defense Committee, 336-337, 371  
 Bridges-Robertson-Schmidt trial, 303ff  
*Bridges v. California*, 130, 137n  
*Bridges v. Superior Court*, 130, 137n  
*Bridges v. U.S.* (1950), 344n  
*Bridges v. U.S.* (1952), 344n  
*Bridges v. U.S.* (1953), 337, 344n  
*Bridges v. Wixon*, 245  
 British Labor Party, 186  
 Brophy, John, 109-110  
 Broun, Heywood, 176-177, 300  
 Browder, Earl, 160, 183-184  
 Brown, Archie, 343, 344n  
 Brown, Harold Chapman, 197-198  
 Brown, Hubert, 60n  
 Browne, Big Bill, 152  
 Brownell, Herbert, 337  
 Bryan, William Jennings, 157  
 Buck, Pearl, 275  
 Budge, Alexander, 275  
 Burbridge, Thomas, 366  
 Burke, Earl, 94n  
 Burns, Governor John, viii, 274-275, 283-284  
   opinion of Jack Hall, 262  
   role in 1949 strike, 277-280  
 Burton, Justice, 337  
 Caen, Herb, 250, 286, 332  
*California*, 288-289, 290  
 California Bureau of Criminal Investigation and Identification, get-Bridges campaign, 151  
 California Peace Officers' Association, 211  
 California Un-American Activities Committee, 275  
 Camp, William M., 93n  
 Campbell, Alex, 278, 279  
 Canright, Margery, vii  
 Capone, Al, 161  
 Carey, James, 278  
 Carson, Mayor Joseph K., 39, 84  
 Casey, "Bloody Mike," 49, 96, 117  
   '34 strike, 53, 54, 73, 76, 77  
   supports Bridges in 1936, 108  
 Castor, Gordon, 172-173  
 Caylor, Arthur, 36  
 Chamber of Commerce, Portland, 367  
 Chamber of Commerce (S.F.), 46, 52, 63, 76  
 Chambers, Whittaker, 275  
 Chaplin, Charlie, 247, 341  
 Chiang Kai-shek, 292, 305  
*Chicago Tribune*, 254, 300  
 China, 375  
   cancels Bridges's trip, 376  
   Cultural Revolution, 376  
 Ching, Cyrus, 1949 Hawaii longshore strike, 280  
   opinion of Bridges, Lewis, 280  
*Christian Science Monitor*, 334  
 Clapp, Gordon, 275  
 CIO, 377  
   expels ILWU, 325  
   longshoremen's affiliation, 126-128  
 Clark, Tom, 336  
   red-baits ILWU, 276  
 Clarkson, John G., 213-215  
 Committee for Maritime Unity, 288, 290-291, 329  
 Communist Party, 139, 142, 143, 146, 155, 193, 288, 374  
   '34 strike, 33, 35-37, 51  
   Hawaii, 283  
 Conference on Transportation Unity, 361  
 Concentration camps, 262, 267-268  
 Connelley, E. J., 229, 230  
 Connor, Frank, 202  
 Copeland, Senator Royal S., 141, 175n, 208  
 Coplon, Judith, 275  
 CORE, 368

- Costigan, Howard, 171  
 Counderakis, Nicholas (Bordoise), 69-70, 74  
 Cousins, Frank, 361  
 Cox, Ivan, 18, 192-194, 216n  
 Craypo, Chuck, ix  
 Creel, George, 18, 24, 31n  
   1934 strike, 28  
   Matson arbitration, 21  
 Crouch, Paul, 311-312, 322  
 Crown Prince of Siam, 26  
 Cummings, Homer, 83, 140, 144  
 Curran, Joe, 128, 329, 361  
   profile, 288-290  
   testifies for Bridges in second deportation hearing, 232  
 Cushing, John, 298  
 Cushing, O. K., 57-58, 73
- D.A.R., 342  
 Darcy, Sam, viii, 59-60n, 80, 92, 93n, 105, 309, 319, 374-375  
   '34 strike, 36  
   Comintern speech, 1935, 104  
   FDR view of, 104  
 Darnton, Byron, 30n, 217-219  
 Davis, John, 172  
 Davis, John F., 336  
 Davis, William H., 21  
*Dearborn Independent*, 157-158  
 Debs, Eugene, 176, 389  
 DeJonge, Dirk, 152  
*DeJonge v. Oregon*, 152-153, 207  
 Del Guercio, Albert, 226, 229-230  
 Denman, Judge William, 334-335  
 Detrich, Eugene, 164-166  
 Dewey, John, 198, 204  
*Diana Dollar*, 38, 41  
 Dickens, Charles,  
   quoted, 175  
 Dillingham, Walter, 283  
*Dispatcher*, 376, 382, 384  
 Donoghue, P. A., 104, 136n  
 Donohue, Jiggs, 299, 302ff., 334  
 Dore, Mayor John, 120  
 "Dorgan, Harry," 139, 156  
 Doyle, Larry, 153, 174, 201, 213-215  
   get-Bridges campaign, 140, 155, 163, 193, 204
- Douglas, Congresswoman Helen Gahagan, 334  
 Douglas, Justice, 337-338  
   opinion in *Bridges v. Wixon*, 245  
 Dreiser, Theodore, 6, 7, 223  
 Dreyfus, Barney, 348  
 Dunne, William F., 241
- Eastland, Senator James O., 361  
 Edises, Conrad, vii  
 Edison Hotel, 234  
 Eggleston, Arthur, 137n  
   quoted, 126-127, 176, 191  
 Eldridge, Florence, 275  
 Electrical Workers, CIO, 324, 377  
 Eliel, Paul, 46, 49, 60n, 76  
   description of '34 strike funeral march, 74-75  
   "Employers' last offer" ballots, 1948, 294  
   1971, 384  
 Emspak, Julius, 324  
 Enarson, Harold, 372n  
 Engle, James, 41, 42, 60n  
 England,  
   Bridges's reaction to, 5  
 Engstrom, James W., 169-172  
 Esterbrook, Jack, 197  
 Ethiopia, 130  
 Exception ports, 127, 250, 251
- Fairley, Linc, vii, 94n, 375  
 Farley, James A., 145-146  
 Farm Equipment Workers (CIO), 323  
 Farrington, Joseph, 273-274  
 FBI, vi, 92, 228, 281-282, 310, 317, 346, 369  
 Federal Laboratories, 39, 41, 211  
 Ferguson, John, 194-195, 203-204  
 Fifth Amendment, 33, 117, 118  
 Filipinos, 261, 265, 271-272  
 First Amendment, 343  
 Fitzgerald, Albert, 377  
 Fitzsimmons, Frank, 381-382  
 Flint sitdown strike, 32  
 Fly, James, 303  
 Foisie, Frank, 137n, 252, 297  
   attitude toward Bridges, 134, 293  
   creates Seattle hiring system, 134

- heads Coast employers' association, 133  
 Foley, Judge Thomas C., 248, 303  
 Food, Tobacco and Agricultural Workers (CIO), 323  
 Forbes, John F., 54  
 Ford, Henry, 157-158  
*Fortune*,  
   view of Dave Beck, 118  
 Foster, William Z., 37, 143  
   welfare legislation, 99  
 Four-on, four-off, 351  
 442nd Combat Team, 267, 286  
 Frankfurter, Justice, 336-338  
   opinion in *Bridges v. Wixon*, 244, 247  
 Franklin, Benjamin, 32, 199  
 Free Speech Movement, 371  
 Fuchs, Lawrence, 286n  
 Furuseth, Andrew, 106
- Garrett, Garet, 80  
 Geary, Henry, 172  
 Giannini, A. P., 298  
 Gladstein, Richard, 342-343  
   defends Bridges in deportation hearing, 149, 152ff.  
   in second deportation hearing, 226ff., 306, 317  
 Glazier, William, vii, 4, 329-330, 361, 390n  
   describes Bridges, 341-342, 373-374  
 Gleason, Teddy, 380, 385  
 Gold, Ben, 323  
 Goldberg, Arthur, 324, 344n  
 Goldblatt, Lou, 277, 368, 370, 376, 377, 379-381  
   profile, 268-270  
   role in Hawaii, 267  
   testifies against concentration camps for Japanese-Americans, 267-268  
 "Golden Bears",  
   in '34 strike, 38  
 Gomberg, William, 350  
 Gompers, Sam, 44, 291, 389  
 Goodman, Judge Louis, 339-340  
 Graves, Major General William S., 212  
 Gray, Francine du Plessix, 259-260
- Green, William, 99, 106, 221, 288  
   tries to clean up sailors' union, 128  
 Grey, Ben, 106, 136n  
 Groce, Karen, ix  
 Grossman, Aubrey, vii, 150, 175n  
   represents Bridges in first deportation hearing, 143, 149, 152ff.  
   in second deportation hearing, 226ff., 306  
 Gruening, Senator Ernest, 377  
 Guerrilla warfare, 96, 287, 288, 299  
 Gunther, John,  
   quoted, 132, 218  
 Guthrie, Woody, 177, 233
- Hagel, Otto, viii  
 Hall, Jack,  
   '34 strike, 258  
   appointed Hawaii regional director, 265  
   arrives Honolulu, 258  
   asks ILWU support, 264  
   beat up by police, 261-262  
   expelled from sailors' union, 261  
   moves to mainland as vice-president, 376  
   organizes sailors, longshoremen, 261  
   political action program, 265  
   publishes *Voice of Labor*, 258  
   quits government job to organize workers, 264  
   Smith Act trial, 281-282  
   supports Bridges, 258  
   T-H affidavit, 282  
   takes job with territorial government, 263  
   urges racial cooperation, 262  
 Hallinan, Vincent, 303ff., 335  
 Hanna, Archbishop Edward J., 57-58  
 Hannon, Bruce, 172-173  
 Harlan County, 32, 275  
 Harrington, Michael, 366  
 Harrington's Bar, 37, 390  
 Harris, Judge George, 302ff.  
 Harrison, Gregory, 293, 297, 298  
   red-baits Bridges, 37, 60n  
 Harrison, Maurice, 102  
 Hartman, Paul, 372n

- Hawaii, 123, 257  
 martial law, 262, 264  
 organizing pineapple industry, 272-273  
 organizing sugar industry, 258, 264-272  
 perquisites, 270-271  
 race relations, 262, 265, 266, 285  
 Red-baiting, 273, 325-326  
 statehood, 281  
 strike control law, 277  
 strike to protest Bridges's conviction, 335
- Hawaii Employers' Council, 121, 261
- Hayes, Archbishop Carleton J. H., 157
- Haymarket martyrs, 303
- Haywood, Big Bill, 176, 199, 324, 389
- Head tax, 6
- Healy, Judge William, 333-334
- Hearst, William Randolph, 80, 89, 147
- Hedley, George P., 72-73, 93n
- Herndon, Angelo, 149
- Hill, Herbert, 366
- Hill, Lawrence, ix
- Hiring hall, 115, 164, 363  
 '34 strike, 18, 50, 90-92  
 Bridges-Lapham debate, 101
- Hiss, Alger, 331
- Hobbs, Congressman Sam, 222
- Hoff, Edward, 46, 140, 175n
- Hoffa, Jimmy,  
 conference on transportation unity, 361  
 cooperation with longshoremen, 359-360  
 elected president of teamsters' union, 118
- Hoffer, Eric, 356
- Holman, Lee, 12, 13, 14, 15, 16, 18, 20, 27
- Honolulu Advertiser, 276
- Hoover, J. Edgar, 231, 237  
 disclaims having Bridges file, 1938, 141  
 in '36 strike, 115  
 says Bridges is a Red, 224
- Hoover, President Herbert, 80
- Horvitz, Wayne, 371
- Hot cargo,  
 in 1935, 96  
 march inland, 121-123
- Hotel workers' union, 325-326
- Houghteling, James L., 140
- House Un-American Activities Committee (HUAC), 145, 280-281, 342
- Howard, William, 163-164
- Howe, Louis, 83
- Hudson, Roy, 160
- Hull, Cordell, 82
- Humphrey, Senator Hubert, 378
- Hutcheson, Big Bill, 183
- Hutcheson, Judge Joseph C.,  
 quoted, in *Strecker* case, 144
- Hyman, Alvin, 320, 321
- Hynes, Capt. "Red," 151, 162
- Ickes, Harold, 145-146, 266
- Ignacio, Amos, 273
- Illiffe, 55
- Immigration service, 189, 222
- Indochina, see Vietnam War
- Industrial Association, 46, 49, 54, 55, 56, 71, 73, 77, 78
- Industrial Workers of the World (Wobblies) 4, 6
- Ingram, Navy Bill, 38
- Inland Boatmen's Union, 261
- Inouye, Dan, 277
- Internal Revenue Service, 337
- International Fishermen and Allied Workers (CIO), 323
- International Fur and Leather Workers (CIO), 323
- International Labor Defense, 35, 86, 148
- International Longshoremen's Association, 12, 14, 15, 17, 18, 19, 20, 21, 22, 23, 28, 49, 50, 60n, 91, 251, 368, 380-381, 385
- International Longshoremen's and Warehousemen's Union (ILWU), v, 126, CIO expulsion, 302, 323
- International Seamen's Union,  
 in '34 strike, 35
- Iwo Jima, 65-66
- Izuka, Ichiro, 273

- King-Ramsay-Conner Defense Committee, 148
- Kingsbury, Kenneth, 79
- Kisch, Herbert, ix
- Knight, O. A., 325
- Knipp, Andy, viii
- Knowland, Senator William, 349-350
- Knowles, Harper, 191-195, 208-209  
 get-Bridges campaign, 143, 151
- Knudson, Tom, 43
- Kolles, Jan, ix
- Korean War, 326-329, 337, 345, 372n
- Korematsu v. U.S.*, 101, 136n
- Krainock, Lou, viii
- Krolek, Charles, 125
- Kronmeyer, Betty, ix
- Kuomintang, 305
- Labor Department, U.S., 104, 107, 141, 146, 383-384
- Labor for Peace, 388
- Labor spies, 178
- Labor's Non-Partisan League, 165
- LaFollette Civil Liberties Committee, 39, 41-42, 60n, 93n, 216n
- Lake Erie Chemical Co., 39, 67
- Lambert, Walter, vii
- Land, Admiral Emory S., 253-254
- Landis, James M., 60n, 147-150, 219-221, 243, 334  
 chosen to preside in Bridges's first deportation hearing, 147  
 cited, 216n  
 rules in Bridges's favor, 215-216
- Landrum-Griffin Act, 343
- Langer, Senator William, 334
- Lapham, Roger, 33, 96-97, 115, 116  
 appoints Bridges to UN advisory committee, 102  
 Bridges's eulogy, 101  
 debate with Bridges (1936), 101  
 get-Bridges campaign, 100, 103  
 opposes racism, 101-102  
 profile, 100-103  
 recall petition, 103  
 runs for mayor (1943), 101  
 sees maritime federation as Red plot, 97-98
- Jackson, Harry, 86, 152, 171
- Jackson, Justice Robert, 223, 338
- Jacobs, Paul, 324-325
- Japanese Americans, 101, 261-263, 265, 267
- Johnson, General Hugh S., 17, 25, 29, 33, 84-88, 93-93n  
 Greek Theater speech, 84-85, 94n  
 urges vigilante action, 85
- Johnson, President Lyndon B., 222, 380
- Johnson, Manning, 310-311, 322
- Johnston, Eric, 288
- Jones, B. B., 16, 309, 374, 390n
- Jones and Laughlin (NLRB v. Jones and Laughlin)*, 347
- Jurisdictional disputes, 358-359
- Kagel, Sam, vii, 60n, 108, 122-123, 232, 252-254  
 quoted, 37, 136n
- Kahn, Congresswoman Florence, 139
- Kaneda, Tomitaro, 375
- Karlson, Ras, 11, 30n
- Kauai, 259, 261, 262
- Kawano, Jack, 265
- Kaye, Danny, 275
- Kealalio, Joe, 282-283
- Kearney, James, 366
- Keegan, Captain John, 195-197  
 get-Bridges campaign, 140, 151, 159, 162, 193
- Kennedy, John F., 118
- Kennedy, Joseph, 219
- Kennedy, Robert, 137n  
 interrogation of Dave Beck, 118
- Kent, Arthur James (Scott, Margolis), 161-163
- Kerr, Clark, 371
- Kessler v. Strecker*, 146, 175n
- Kettunen v. Reimer*, 178, 216n
- Kidwell, George, 76
- King, Carol, 389  
 defends Bridges in deportation hearing, 148, 149, 151  
 in second deportation hearing, 226ff.
- King, Earl, 201, 207-208
- King, Garfield, 202-203
- King, William MacKenzie, 134

- urges gov't to deport Bridges, 100, 136n  
 view of '34 strike, 59n  
 Larowe, Peter, ii, ix  
 Laski, Harold, 332  
 Law and Order Committee, 76  
 Lee, Lois, ix  
 Leech, John, 140, 154-155  
 Leppold, John, 156-157  
 Lewis, Burglar Bill, 15, 29, 47, 54, 74, 103, 106  
   calls off '34 strike, 28  
   re-elected head of Pacific Coast District, 1935, 98  
   stays with ILA, 128  
 Lewis, John L., 159, 242, 345, 389  
   appoints Bridges West Coast regional director, 109-110  
   supports Roosevelt in '36, 113  
 Liebling, A. J., 55  
 Liliuokalani, Queen, 199, 285  
 Lind, Andrew, 285  
 Lipset, Seymour, 366  
 London, Jack, 4  
   *Sea Wolf*, 4  
   *The Iron Heel*, 4  
 Los Angeles Times, 56, 371, 390n  
   support for company union, 25  
 Love, George, 255  
 Ludlow Massacre, 134  
 Lundeberg, Harry, 128, 158, 162, 170, 230-231, 261, 349-350, 359  
   in '36 strike, 105, 115  
   interest in exception ports, 251, 368  
   profile, 109-112  
   seeds of hostility to Bridges, 109-110  
 MacInnis, James, 305ff.  
 Magnolia Bluff meeting, 171-173  
 Manning Johnson Memorial Scholarship Fund, 311  
 Mao Tse Tung, 375  
 March, Frederic, 193, 275  
 March inland, 119-123  
 Marcantonio, Congressman Vito, 221, 223  
 Marcus, Joseph, 161-162  
 Margolis, Arthur (Scott), 161-163  
 Marine Cooks and Stewards (CIO), 323  
 Marine Service Bureau, 25  
 Marine Workers' Industrial Union, 1931, 12, 13, 14, 30n, 86, 187-189  
   in '34 strike, 35  
 Mariners' Club, 289  
 Marines, U.S., 267  
 Maritime Federation of the Pacific, 98, 109, 111, 115, 125, 146, 157, 164, 170, 361  
 Mark, Shelley, viii  
 Marshall Plan, 292-293, 319, 329  
 Martin, Governor Charles H., 163  
 Martin, Kingsley, 373  
 Marx, Karl, vi, 198, 199  
 Mathews, Judge Clifton, 333  
 Matles, James, 324, 377  
 Matson Navigation Company, 19, 20, 21, 259  
   attempt to bribe Bridges, 56-57  
 Matsumoto, Joyce, 286n  
 Mauna Kea Hotel, 325  
 Maui, 262  
 Maxwell, Phil,  
   quoted, 121, 266  
 Mayer, Phil, viii  
 McCann-Erickson, 55  
 McCarthy, Senator Joseph, 330  
 McCarty, Ignatius H., 39-40, 60n, 67-68, 93n  
 McClellan, Senator William,  
   interrogation of Dave Beck, 118  
 McClung, Ray, 81  
 McCormack, Daniel, 139  
 McCormick, Colonel Robert, 254, 301  
 McElrath, Ah Quon, viii  
 McElrath, Bob, 282  
 McGrady, Edward F., 60n, 104  
   '34 strike, 43-46, 47, 48, 50, 52, 55, 57, 73  
   calls Bridges a Red, 45  
   Perkins's envoy to West Coast in '36, 112-113, 136n  
 McIntyre, Col. Marvin, 45, 60n, 72-73, 79, 93n, 105

- McKelway, St. Clair, 235-236  
 McKenzie, Howard, 290  
 McLaughlin, John, 53, 54  
 McNeil Island, 335  
 Meany, George, 380, 385, 387  
 Mechanization and Modernization Agreement, 351ff., 376, 378, 382  
 Mediation board (President's), 1934,  
   see National Longshoreman's Board  
 Meehan, Matt, 114, 173  
 Meier, Governor Julius, 93n  
   FDR rebuke, 1934, 84  
 Meinecke, Father Paul, 313-315  
 Meister, Dick, 390n  
 Melnikow, Henry, 232  
 Memorial Day Massacre, 32  
 Merriam, Governor Frank,  
   relations with shipowners, 33-34  
   ultimatum in '34 strike, 65, 93n  
   "Mickey," 168  
 Mills, Eugene, 75  
 Mills, Herbert, 140  
 Milner, Major Lawrence, 140, 151-154  
 Mine, Mill and Smelter Workers (CIO), 324  
 Minton, Justice, 337  
 "Modern Times", see Charlie Chaplin  
 Moeller, Jean, ix  
 Moffett, James,  
   letter to McIntyre, 1935, 105-106  
   reports to Wash., D.C., on general strike, 79-80, 93n  
 Mohawk Valley Formula, 32  
 Monroe, Ruth, ix  
 Mookini, Robert, 273  
 Mooney, Tom, 13, 14, 149, 165, 303  
 Mooney and Billings, 202, 214, 389  
 Moore, Rita, ix  
 Morrill, Clarence, 151  
 Morris, Paddy, 98  
 Morse, Wayne, 204-206, 216n, 242  
   appointed West Coast arbitrator, 127, 204-205  
   arbitrates Tacoma-ILWU dispute, 127  
 Mumpower, Paul, 159  
 Murdock, Steve, 388-389  
 Murphy, Justice, 249n  
   opinion in *Bridges v. Wixon*, 245-246  
 Murray, Phil,  
   Hawaii longshore strike, 277  
   peace plan, '48 strike, 297  
   supports Bridges, 239, 242-243  
   turns against Bridges, 300  
 Mussolini, Benito, 130  
 Myers, Blackie, 289  
 NAACP, 368  
 Nation, 388-389  
 National Geographic Society, 26  
 National Guard, 32  
   Bridges's opinion of, 189  
   San Francisco general strike, 70-71  
 National Industrial Recovery Act, 16, 26  
   Sec. 7(a), 15, 20, 85  
   shipping code hearings, 1933, 21  
 National Labor Board (NRA), 20, 24, 28, 31n, 33, 47  
 National Labor Relations Board (NLRB), 193, 250, 347, 368  
   certifies ILWU as coastwide representative, 127, 137n  
   role in Hawaii organizing, 265  
   rules on exception ports, 127, 137n  
 National Longshoremen's Board, 74, 75, 88, 89, 90  
   award ending '34 strike, 90-92  
   created, 57, 73  
   proposal to end '34 strike, 87  
 National Maritime Union, 128, 289  
 Navasky, Victor, 220  
 Navy intelligence, 192  
 Nehru, Jawaharlal, 373  
 New Orleans,  
   1921 sailors' strike, 6  
 Newspaper Guild, 176, 300  
 New Statesman, 373  
 New York Times, 30, 275  
 New Yorker, 235, 324, 344n  
 Neylan, John Francis, 80, 87, 89  
   publishers' cabal (1934), 80  
 Nixon, President Richard M., 334, 379, 380, 384, 385



- Norene, Roy, 150, 151  
 asks Perkins to deport Bridges, 140  
*Normandie*, 254  
 Norwood, Bill, viii
- Oahu, 262  
*Oakland Post-Enquirer*, 61n  
 Obregon, Alvaro, 7  
 O'Connell, John, 73  
 Odale, Captain, 151, 169  
 O'Hashi, Paul, 259, 260  
 Olander, Victor, 106  
 Olney, Warren III, 338  
 Olsen, Charles, 69-70, 93n  
 Olson, Governor Culbert, 202, 209  
 O'Neil, James, 228-230  
 100th Inf. Battalion, 267  
 Operating engineers, 358  
 Orr, Judge William E., 333-334
- Pacific Citizen*, 267  
 Pacific Coast Maritime Industry Board, 251, 287  
 Pacific Maritime Association, 313  
 Palazzi, Paul, 290  
 Palmer Raids, 224  
 Panmunjon, 337  
 Parker, Dick, 43  
 Paton, Eugene, 122  
 Pay Board, 385, 387-388  
 Pearl Harbor, 252  
   effect on sugar, pineapple organizing, 262  
 Pearson, Oscar, 313  
 Perkins, Frances, 31n, 60n, 82, 89, 104, 127, 129, 138, 289  
   in '34 strike, 43, 45, 47  
   attacked by Dies Committee, 145  
   correspondence with Lapham, 136n  
   get-Bridges campaign, 45-46, 107, 138-140, 145, 192  
   impeachment threat, 145-146  
 Perry, Norma, 161, 230  
 Phelan, A. J., 150  
 Pier 38,  
   opening the port in '34, 63  
 Pierre's Chateau, 161  
 Pilcher, Harry, 172
- Pineapple workers, see Hawaii  
 Plant, T. G.  
   '34 strike, 33, 39, 53, 54, 75, 93n, 112  
   hires Bakcsy, 200  
*PM*, 234  
*Point Lobos*, 202  
 Pope, Judge Walter L., 335  
 Port of Haifa, 341  
 Port of Honolulu, 341  
 Port of Odessa, 341  
 Pressman, Lee, 141  
 Prince Hal, 330  
 Progressive Party, 287, 296, 379  
 Proletarian Party, 16
- Quinn, William J., 63, 74  
   nature of '34 strike, 34  
   on use of tear gas, 39
- Rabinowitz Foundation, ix  
 Ramsay, Ernest, 201, 206-207  
 Ramsay, Gwendolyn, 203-204  
 Rand, Anne, vii, 313  
 Rapport, Morris, 167, 171  
 Rathborne, Mervyn, 299-300, 308-309  
 Red squads,  
   get-Bridges campaign, 159, 196  
 Reed, Senator James, 158  
 Reed, Justice,  
   opinion in *Bridges v. Wixon*, 245  
 Reid, Harry, 278  
 Reilly, Gerard, 140, 141, 159  
   first Bridges deportation hearing, 144  
 Reinholds, Harold, ix  
*Res judicata*, 226, 306, 335, 336  
 Richberg, Donald,  
   view of exclusive union representation, 25, 29  
 Riley, Argonne, 65  
 Rincon Hill, 64  
 Roberts, Justice,  
   opinion in *Bridges v. Wixon*, 244, 247  
 Roberts Commission, 263  
 Robertson, Bob, 248, 299  
 Rockefeller, John D., 134  
 Rockefeller, Lawrence, 325

- support for Stern plan, 22  
 view of Bridges, 58  
 view of West Coast militants, 24, 59
- Sacco and Vanzetti, 149, 214, 303, 389  
 Sailors' Union of the Pacific, 111  
   in '34 strike, 35, 187  
 St. John, Vincent, 357  
 St. Sure, Judge A. F., 214, 347  
 St. Sure, Paul, vii, 117, 371, 372 n, 382  
   attitude on race relations, 368  
   contrasts Bridges and Goldblatt, 269  
   explanation of '48 strike, 295  
   helps nurses bargain collectively, 347-348  
   M & M agreement, 352ff.  
   opinion of Lundeberg, 110-111, 349-350  
   opposes lawyers' non-Communist oath, 348-349  
   profile, 346ff.  
   reaction to Beck's monopoly scheme, 117  
 Salinger, Pierre, 344n  
 Sanborn, Colonel Henry, 208-209  
*San Francisco Call-Bulletin*,  
   coverage of Angel Island hearing, 149  
 San Francisco Chamber of Commerce, 52, 63, 135  
   attacks Bridges, 46  
*San Francisco Chronicle*, 80, 110, 122  
   coverage of Angel Island hearing, 149  
   editorial on Bridges's appointment as port commissioner, 379  
 San Francisco Employers' Council, 133  
*San Francisco Examiner*,  
   coverage of Angel Island hearing, 148-149  
 San Francisco labor council, 73, 77, 78, 102, 108  
 San Francisco Merchants' Committee, 89
- Roger, Sidney, vii, 309, 340, 371  
 Rolph, Gov. "Sunny Jim", 33  
   relations with shipowners, 14  
 Romer, Sam, 137n  
 Roosevelt, President Franklin D.,  
   15, 27, 28, 44, 46, 57-58, 60n, 61n, 72, 74, 82, 83-84, 93n, 104, 107, 113, 138-139, 145, 146, 222, 243, 249n, 256  
   asks postponement of '34 strike, 28  
   Note to Perkins re: Bridges, 104, 106, 136n  
   view of '34 strike, 55-56  
   view of majority union representation, 25, 26, 30n  
 Roosevelt, Franklin D., Jr., 290  
 Rosenthal, Joe, 65, 93n  
 Rossi, Angelo, 182, 209, 217-218  
   '34 strike, 53, 54, 57, 63  
 Roth, Almon E., 131, 137n, 252  
   heads San Francisco Employers' Council, 133  
   heads waterfront employers, 1937, 126  
 Roush, Joseph, 39-41, 60n, 211  
 Royal Geographical Society, 25  
 Rusk, Dean, 375  
 Russell, Maud,  
   quoted, 114  
 Russian All-Union Central Council of Trade Unions, 342  
 Russian wheat shipments, 384  
 Rustin, Bayard, 366  
 Rutledge, Art,  
   Red-baiting, 273  
 Rutledge, Justice,  
   opinion in *Bridges v. Wixon*, 245  
 Ryan, Joseph, 13, 14, 15, 21, 27, 47-55, 58, 106  
   assigned to clean up sailors' union, 128  
   autobiography, 114  
   correspondence with Holman, 1931, 12, 20, 27, 30n  
   denounced by AFL, 128  
   fires Bridges as organizer, 99  
   Hawaiian longshoremen too radical, 258  
   meeting with Bridges in 1936, 114  
   profile, 47-48, 60-61n

- San Francisco News*, 36, 64, 94n  
 coverage of Angel Island hearing, 149  
 in '34 strike, 149  
 San Quentin Prison, 202, 206  
 Santa Cruz Packing Company, 347  
 Sapiro, Aaron, 157-161  
 Savio, Mario, 371  
 Scharrenberg, Paul, 15, 30n  
 Schmidt, Carolyn, ix  
 Schmidt, Henry, vii, 18, 52, 67, 78, 93n, 137n, 232, 248, 299, 309ff.  
 Angel Island hearing, 157  
 scrap iron boycott, 131  
 Schmidt, Judge Reuben, 129  
 Schneiderman, William, 156, 160  
 Schnurr, Paul, 317  
 Schofield, Major Lemuel B., 229-230  
 Schomaker, John, 299-300, 308  
 Schrimpf, Henry, 309-310, 369  
 Scott, Arthur J., see Arthur Margolis  
 Scottsboro Boys, 165, 389  
 Scrap iron boycott, 130-133  
 Italian invasion of Ethiopia, 130  
 Japanese invasion of China, 131  
 Spanish Civil War, 130-131  
 Screening program (see waterfront screening program)  
 Seafarers' International Union, founded, 128  
 Sears, Judge Charles B., 226, 230, 249n  
 Sec. 7(a), 15  
 Segerstrom, Gertrude, 230  
 Semeonoff, General, 212-213  
 Seventh Day Adventists, 390  
 Sevier, Randolph,  
 '48 strike, 298  
 comments on bribe attempt, 57, 61n  
 Shape-up,  
 San Francisco waterfront, 8, 27  
 Shapiro, Nora, ix  
 Shaplen, Robert, 344n  
 Shelley, Jack,  
 opposes racism, 102  
 Ship clerks,  
 in '34 strike, 90  
 Shishido, Priscilla, viii
- Shivers, Robert, 278  
 Japanese in Hawaii, 263  
 opinion of Jack Hall, 263  
 Shoemaker, Thomas, 150ff., 226, 230-231  
 Siberia Expeditionary Force, 212  
 Slobodek, Mitchell, 13, 14  
 Smith Act, 222, 227  
 Smith, Arthur R., 216n  
 Smith, Ferdinand, 290  
 Smith, Paul C.,  
 and publishers' cabal, 80-82  
 blocks plan to lynch Bridges, 99-100  
 criticizes Bridges in hot cargo affair, 122  
 editorially attacks Bridges in clerks' strike, 135-136  
 interview with Bridges in '34, 81-82  
*Smolny*, 154  
 "Some Fun With the FBI", 235  
 Song of Bridges, 233-234  
 South Africa boycott, 357-358  
 Spanish Civil War, 130-131  
 Sperry, Howard S., 68-70, 74  
 Sproul Hall sit-in, 371  
 Stack, Joe, 289  
 Stack, Walter, 169  
 Stark, Louis, 107  
 Stark, Theodore, 166-167  
 Steele, Dwight, 297  
 Steelman, John, 346, 372n  
 Steffens, Lincoln, 80, 200  
 Steinberg, William, 323  
 Stephens, Judge Albert Lee, 335  
 Stern, Boris,  
 1933 plan for waterfront hiring, 22, 30n  
 Stone, Chief Justice,  
 opinion in *Bridges v. Wixon*, 244-245, 247  
 Stow, Ashfield, 39, 60n  
 Strecker, Joseph, 143, 149  
*Strecker v. Kessler*, 144, 175n  
*Kessler v. Strecker*, 146, 175n  
 Strikes,  
 1919 longshore (S.F.), 14  
 1921 (U.S.) sailors' strike, 6  
 1934, 29, chapters 2 and 3  
 1936, 114-116

- 1948, 293ff.  
 1971-1972, 382-388  
 Australian general strike, 4  
 Hawaii sailors, 1937, 261  
 Hawaiian longshoremen, 1949, 274ff.  
 Hawaiian sugar workers, 1946, 270ff.  
 Sugar Workers (see Hawaii)  
 Swados, Harvey, 366  
 Tacoma longshoremen, see exception ports  
 Taft, President Howard, 157  
 Taft, Senator Robert A., 293  
 Taft-Hartley Act, 293, 383  
 Tangen, Eddie, viii  
 Tavenner, Frank, 278-279  
 Taylor, Telford, 336, 339  
 Teamsters, 359, 381-382, 387, see also Dave Beck, Jimmy Hoffa, Frank Fitzsimmons  
 Thomas, Norman, 366  
 Thompson, Dave, viii  
 Thompson, Frank, 265, 271, 286n  
 Thompson, Walter, 198-199  
 Thurston, Lorrin, 276  
*Time*, 242, 247  
 cover story on Beck, 117, 120, 136n  
 Titus, Shirley, 347-348  
 Tobin, Dan, 116, 120, 182  
 Tobin, Maurice, 278, 279  
*Tokyo Rose* case, 332  
 Trade Disputes Act of 1927, 186  
 Trade Union Educational League, 12  
 Trade Union Unity League, 12, 35  
 Traynor, Ed, 329  
 Trimble, Peter, 31n  
*Trud*, 342  
 Truman, President Harry S., 275, 276, 286n, 293, 297, 346, 372n, 380  
 called strikebreaker by Bridges, 291  
 interview, 301-302  
 United Electrical, Radio and Machine Workers (CIO), 324  
 United Furniture Workers (CIO), 324  
 United Office and Professional Workers (CIO), 324  
 United Public Workers (CIO), 324  
*U.S. v. Brown*, 343, 344n  
*U.S. v. Bridges* (1955), 339-340  
*USS Houston*, 72, 82, 83, 93n  
 Valery, Paul,  
 quoted, 95  
 Van Leakan, Alfred, 157  
 Vandeleur, Edward, 73, 76, 78  
 Viet Nam war, 358, 368, 376-378, 390n  
 Vinson, Chief Justice, 337  
*Voice of Labor*, 258, 259, 260  
 Wagner, Ellie, ix  
 Walker, Jimmy, 218  
 Wallace, Henry, 296  
 Walthers, Alex, 74  
 War Labor Board, 257  
 War Production Board, 252  
 Ward, Estolv, 148, 149  
 Warehousemen,  
 longshoremen's march inland, 119-123  
 teamsters, 359-360  
 Warren, Earl, 202, 344, 347  
 Wartime Suspension Act, 336, 338  
 Washington Commonwealth Federation, 171  
 Waterfront Employers' Association of the Pacific Coast, 126, 132  
 Waterfront screening program, 328, 346  
*Waterfront Worker*, 13, 14, 19, 95, 136n  
 Watson, Morris, vii, 299-300  
 Weir, Stan, 364-370  
 Weissberger, Morris, 359  
 West, Fred, 15, 16  
 West, George P., 123-124  
*Western Worker*, 35, 165  
*Wilhelmina*, 38  
 Wilkie, Wendell, 225  
 Wills, Arnold,  
 role in Hawaii organizing, 265  
 Wilson, Dow, 290  
 Wilson, George, 310, 316

404 INDEX

- Wilson, President Woodrow, 157  
Winter, Ella, 148  
    quoted, 200  
Wiretapping,  
    Bridges's hotel room, 1937, 125,  
    153, 196, 234-237  
*Wobblies*, 214, 374-375  
Won, George, viii  
Wood, General Leonard, 199-200  
Workers Defense League, 366  
Workers' Ex-Servicemen's League,  
    36  
Workers' International Relief, 35  
World Federation of Trade Unions,  
    292, 329  
Wyzanski, Charles, 192  
Yanoff, Hal, 370-371  
Yates, Oleta, 102, 316  
Younger, Evelle, 234

A closing note on some of the things  
 which then were to come in an ever-more global economy  
 -- and a promissory note from the present author.

Since the 1971 strike, the Longshore Division has steadily defended and organized its jurisdiction. Employers provoked several skirmishes over new longshore operations, usually by attempting to whittle away at existing ILWU jurisdiction. The union has also had to protect its jurisdiction in the face of constant technological change in the computerized era of intermodal transportation.

The ILWU responded to these threats with organizing campaigns to bring all unorganized waterfront workers into the union, including office clerical workers employed by shipping and stevedoring companies, workers at new intermodal rail yards, and mechanics engaged in the maintenance and repair of containers and related cargo-handling equipment.

In the 1970s, for example, newly organized office workers at Zim-American Israeli Shipping and Matson Navigation joined clerical units in either Ship Clerks Local 63 in Southern California, or Local 34 in the San Francisco Bay Area, and yard workers at Southern Pacific's Intermodal Containers Transfer Facility (ICTF) voted in 1987 to join the new Allied Division of Southern California's Longshore Local 13.

And in 1995, a major organizing drive among vessel planners – who determine the load, weight, and balance of a ship's cargo – was initiated in Southern California by Local 63's office clericals and marine clerks units, with longshore support from Local 13. By the end of the 1996, the successful drive – strengthened by new jurisdictional language in the 1996 longshore contract settlement – expanded northward to planners in Northern California, Tacoma, and Seattle.

These organizing successes did not come easily, and many employers have not only resisted unionization, but have also sought to bypass or curtail traditional ILWU jurisdiction on the waterfront. When this has happened, the entire Longshore Division, along with the Warehouse Division, mobilized to defend its jurisdiction and right to organize. The number of these struggles increased in the late 1980s, as waterfront employers appeared emboldened by the anti-labor climate in the nation's capital.

In 1988, for example, ILWU longshore workers shut down California ports to match on the new USS-POSCO steel facility in Pittsburg, California., to protest both the use of non-union labor in plant construction and the company's planned use of a private steel dock that could threaten ILWU longshore jurisdiction.

More than 12,000 trade unionist joined the demonstration. For the next four years the ILWU worked closely with organized labor and environmental groups to hold USS-POSCO (a joint venture between U.S. Steel Corporation and POSCO, a Korean conglomerate) accountable for its anti-union policies and the threat its Pittsburg facility posed to environmental safety in the region. In 1992 the ILWU signed an agreement with USS-POSCO ending the dispute. The pact fell short of total victory, but it did protect the ILWU's jurisdiction should the facility be used by other companies, and provided for significant fines should USS-POSCO pollute the environment.

Perhaps just as important, the four-year campaign brought the environmental and labor movements closer together.



*Tacoma contingent joins in demonstration against USS-POSCO in Pittsburg, California, 1988.*

THE ILWU STORY 21

Between 1987 and 1989 ILWU members in the Northwest defended longshore jurisdiction against attempts by the giant ITT-Rayonnier corporation to use non-union operations to barge and ship logs for export. Union members eventually shut down all Washington and Oregon ports to participate in a 1989 meeting and demonstration against Rayonnier – and assured future operations would be handled by ILWU labor.

In 1989 the ILWU was also able to win an important fight against foreign seamen doing ILWU longshore work when the union's attorneys successfully intervened against Canadian shipowners who tried to use crew members to operate cranes in log loading operations while in Northwest U.S. ports.

In 1993 the entire ILWU was forced to fight a major battle with Peavey, a ConAgra subsidiary, when Locals 21 and 40 tackled the grain giant at its grain elevator in Kalama, Washington. The IWLWU gained community support – and government attention – when it exposed Peavey's illegal practice of soaking grain, which increased its weight and thereby brought a higher price for the cargo. The union also mobilized international support, most successfully in Japan, against the company's proposed cuts in manning levels and plans to impose other substandard conditions. The company was forced to compromise on its contract proposals, and also ended up paying a major fine in 1997 for its grain-soaking practices.



*ILWU members march against Peavey in Kalama, Washington in 1993.*

THE ILWU STORY 19

While there have also been setbacks, times when the combined power of the rank and file could not prevail against the employer – most notable in the bitter and sometimes bloody fight from 1992-1995 to maintain ILWU jurisdiction at Southern Pacific's Intermodal Container Transfer Facility in Southern California, -- the union became even more determined to protect its jurisdiction.

This determination backed up by coastwise unity, was in large part responsible for the major gains achieved in the 1996 Pacific Coast Longshore contract. Not only did the contract clarify and nail down ILWU jurisdiction over on-dock intermodal rail



yards, it also forced employer acceptance of ILWU jurisdiction over intra-port drayage of containers, container maintenance and repair operations, and vessel planning. Just as important, the longshore membership took on and eliminated the employers' "side deals" with individual skilled equipment and crane operators – the divisive practice whereby an employer paid bonuses to some workers to work steady for that employer.

\* \* \*

Given the above, the author intends to get back to the years in question with excerpts, at least, and follow-up discussions of the following ILWU - PMA contracts.

The 1972 - 1973 Agreement (Feb. 21, 1972 - July 1, 1973)).  
The 1973- 1975 Agreement.  
The 1975 - 1978 Agreement.  
The 1996 Agreement.  
The 2005 - 2008 Agreement.