

# PACIFIC COAST LONGSHORE AGREEMENT 1948-1951



WITH WORKING AND  
DISPATCHING RULES  
*for the*  
PORTS OF NORTHERN CALIFORNIA  
SAN FRANCISCO  
CARLOADERS AGREEMENT  
*and*  
PACIFIC COAST  
MARINE SAFETY CODE

Printed in U.S.A.



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# **PREFATORY NOTE TO PACIFIC COAST LONGSHORE AGREEMENT**

The Agreement which follows was initialed by the parties on December 17, 1948, but the final form of Agreement has not been signed and will not be signed until formally ratified by the parties.

THE PORT OF STOCKTON DOES NOT COME UNDER THE PACIFIC COAST AGREEMENT & STOCKTON WORKING RULES ARE PRINTED IN THIS BOOK FOR PURPOSES OF DISTRIBUTION ONLY.

## **AGREEMENT**

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

### **WITNESSETH:**

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

### **SECTION 1. DEFINITION OF LONGSHORE WORK**

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

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

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

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

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

## SECTION 2. HOURS

### (a) Straight and Overtime Hours

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

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

### (b) Meal Time

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

### (c) Four-Hour Minimum

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

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

When men resume or continue work between the

hours of 1:00 a.m. and 5:00 a.m. they shall receive not less than four hours' pay at the overtime rate.

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

**(d) Nine-Hour Maximum Work Shift**

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

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

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

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

(3) In order to finish a shift when sailing, additional hours may be worked, provided that all time worked in excess of eleven (11) hours shall be paid for at time and one-half of the then prevailing rate.

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

(5) When no replacements are available to the Employer in the area, men and gangs in their home port shall work a maximum of twelve (12) hours.

Where men and gangs travel from home port to another port they shall not work longer than the maximum provided for in Points No. 2 and 3 above; excepting that such men and gangs shall work the twelfth hour at time and one-half of the prevailing rate if no replacements are available in the area.

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

**(e) 1000 Hour Clause**

Deleted July 26, 1949, by an exchange of letters between the parties.

**SECTION 3. SCHEDULED DAY OFF**

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

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

(2) Local Labor Relations Committees shall arrange and direct the scheduling of days off in each

port in accordance with the above to the extent possible considering needs of the port and men available.

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

#### **SECTION 4. HOLIDAYS**

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

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

#### **SECTION 5. WAGES**

##### **(a) Wage Rates**

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

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

##### **I. Basic Straight-Time Rate**

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

#### **II. Overtime Rate**

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

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

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

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

#### **III. Time and One-Half the Overtime Rate**

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

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

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

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

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

##### **(b) Skill Differentials**

In addition to the basic wages for longshore work as specified in Section 5(a), additional wages to be called skill differentials shall be paid for the types of work specified below. Except as provided by Sections 9 and 16, the skill differentials specified shall be the

only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

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

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

	B 10c	C 15c	D 20c	E 35c
State of Washington (except Columbia River ports).				
Burton man.....	\$1.92	.....	.....	.....
Donkey driver.....	1.92	.....	.....	.....
Winch driver.....	1.92	.....	.....	.....
Hatch tender.....	1.92	.....	.....	.....
Sack turner.....	1.92	.....	.....	.....
Side runner.....	1.92	.....	.....	.....
Boom man.....	1.92	.....	.....	.....
Blade trucker \$1.92 on the dock; \$2.02 (aboard ship).				
Stowing mach. driver	1.92	.....	.....	.....
COMBINATION				
LIFT TRUCK-				
JITNEY DRIVER				
Lift truck driver.....	1.92	.....	.....	.....
Portland, Oregon, & Columbia River District Ports (1) —Southwestern Oregon Ports.				
Gang boss.....	.....	\$1.97	\$2.02	.....
			(Coos Bay)	

Burton man.....	1.92	.....	.....	.....
Winch driver.....	1.92	.....	.....	.....
Hatch tender.....	1.92	.....	.....	.....
Sack turner.....	1.92	.....	.....	.....
Side runner.....	1.92	.....	.....	.....
Boom man.....	1.92	.....	.....	.....
Stowing mach. driver (includes donkey driver, bull winch driver) .....	1.92	.....	.....	.....

# **COMBINATION**

## **LIFT TRUCK-**

## **JITNEY DRIVER**

Lift truck driver.....	1.92	.....	.....	.....
Crane chaser.....	1.92	.....	.....	.....

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



# San Francisco

Gang boss.....	1.97	-----	-----	-----
Winch driver.....	1.92	-----	-----	-----
Hatch tender.....	1.92	-----	-----	-----

# COMBINATION

LIFT TRUCK- JITNEY DRIVER	1.92	-----	-----	-----
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LIFT TRUCK DRIVER	1.92	-----	-----	-----
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# Southern California

Burton man.....	1.92	-----	-----	-----
Winch driver.....	1.92	-----	-----	-----
Hatch tender.....	1.92	-----	-----	-----
Guy man.....	1.92	-----	-----	-----

# COMBINATION

LIFT TRUCK- JITNEY DRIVER	1.92	-----	-----	-----
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LIFT TRUCK DRIVER	1.92	-----	-----	-----
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GANG BOSS.....	-----	-----	-----	\$2.17
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(Port Hueneme)

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

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

The rate of pay for Jitney-drivers shall be the basic

longshore rate. When a Jitney-driver is dispatched to drive jitney, he may be assigned to other work to fill out the four hour minimum guarantee.

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

# (d) Penalty Cargo Rates

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

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

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

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

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

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

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

**(e) Subsistence**

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

**SECTION 6. VACATIONS**

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

individual share of each member to be determined as follows:

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

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

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

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

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

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

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

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

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

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

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

(5) Vacations will be scheduled to the maximum extent possible between the months of May and Oc-

tober inclusive by the Labor Relations Committee of the Port.

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

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

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

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

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

(e) The provisions of this section shall become effective with respect to qualifying hours in the

payroll year commencing December 27, 1948, and vacations payable in 1950.

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

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

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

## SECTION 7. HIRING HALL, REGISTRATION AND PREFERENCE

### (a) Hiring Hall

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

borne one-half by the International Longshoremen's and Warehousemen's Union and one-half by the Employers.

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

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

### (b) Hiring Hall Personnel

(1) The personnel for each hiring hall, with the exception of Dispatchers, shall be determined and appointed by the Labor Relations Committee of the port. Dispatchers shall be selected by the Union through elections in which all candidates shall qualify according to standards prescribed and measured by the Labor Relations Committee of the port. If they fail to agree on the appropriate standards or on whether a candidate is qualified under the standards, the dispute shall be decided in accord with provisions of Section 14(a). The standards for Dispatchers shall

be uniform among the several ports insofar as possible.

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

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

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

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

#### **(c) Registration**

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

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

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

#### **(d) Preference**

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

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

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

be free to select their men within those eligible under the policies jointly determined and the men likewise shall be free to select their jobs.

#### **SECTION 9. NO STRIKES, LOCKOUTS AND WORK STOPPAGES**

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

(b) How Work Shall be Carried On

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

(c) Exceptions for Health and Safety

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

(d) Picket Lines

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

#### **SECTION 10. NO DISCRIMINATION**

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

#### **SECTION 11. SLING LOAD LIMITS**

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

Commodity \_\_\_\_\_ sling load

(1)—Canned Goods

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

(2)—Dried Fruits and Raisins (Gross Weight)

22 to 31 lbs. ....	72 cases
32 to 39 lbs. ....	60 cases
40 to 50 lbs. ....	40 cases
24—2 lbs. ....	35 cases
48—16 oz. ....	40 cases

### (3)—Fresh Fruits—Standard Boxes

Oranges—Standard .....	27 boxes
Oranges—Maximum .....	28 boxes
Apples and Pears .....	40 boxes

### (4)—Miscellaneous Products

Case Oil—2—5 gal. cans (hand hauled to or from ship's tackle) .....	18 cases
Power hauled to or from ship's tackle .....	24 cases
Cocanut .....	12 cases
Tea—Standard .....	12 cases
Tea—Small .....	16 cases
Copper slabs (large) .....	5 slabs
Copper slabs (small) .....	6 slabs
Copper (bars) .....	9 bars

### COPPER (INGOTS), APPROXI-

MATELY 43 LBS. PER INGOT .....	48 ingots
Cotton, under standard conditions .....	3 bales
Rubber (1 tier on sling), maximum .....	10 bales
Gunnies, large .....	2 bales
Gunnies, medium .....	3 bales
Gunnies, small .....	4 bales
Rags, large (above 700 lbs.) .....	2 bales
Rags, medium (500 to 700 lbs.) .....	3 bales
Rags, small (below 500 lbs.) .....	4 bales
Sisal, large .....	3 bales
Hemp, ordinary .....	5 bales
Jute (400 lb. bales) .....	5 bales
Pulp, bales weighing 350 lbs. or more .....	6 bales
Pulp, bales weighing 349 lbs. or less .....	8 bales

Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less .....	4 drums
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### (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
Barrels, wood, heavy, containing wine, lard, etc., maximum of .....	4 bbls.

### (When Using Chine Hooks)

Barrels, wood, heavy, containing wine, lard, etc. (capacity of board—1 tier), on board maximum of .....	4 bbls.
Barrels, wood, containing dry milk, sugar, etc. ....	6 bbls.

(Present port practice or gear in handling drums of asphalt or barrels shall not be changed in order to increase the load.)

Newsprint, rolls .....	2 rolls
Newsprint, rolls (when weight is 1800 lbs. or over) .....	1 roll

### (5)—Sacks

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

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

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

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

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

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

**SECTION 12. LABOR SAVING DEVICES AND  
METHODS**

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

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

If at any time the Union shall notify the Employ-  
ers that it contends that earnings of Registered Long-  
shoremens and their employment have suffered ma-  
terially 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 be-



fore the Coast Arbitrator, upon the establishment that there is reasonable compliance with this Agreement and that the following conditions then exist:

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

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

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

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

### SECTION 13. SAFETY

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

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

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

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

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

(5) The employees individually will comply with all safety rules, and cooperate with management in the carrying out of the accident prevention program.

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

### SECTION 14. GRIEVANCE MACHINERY

#### (a) Procedure for Handling Grievances and Disputes

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

(1) The gang steward and his immediate supervisor, where the grievance is confined to one gang, or any one steward who is a working member of an affected gang where the grievance involves more than

one gang or a dock operation, shall take the grievance to the walking boss, or ship or dock foreman in immediate charge of the operation.

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

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

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

(5) Any decision of a Port or Area Labor Relations Committee or of an Area Arbitrator claimed by either party to conflict with this Agreement shall immediately be referred at the request of such party

to the Coast Labor Relations Committee, and, if the Coast Labor Relations Committee cannot agree, to the Coast Arbitrator, for review. The Coast Labor Relations Committee, and if it cannot agree, the Coast Arbitrator shall have the power and duty to set aside any such decision found to conflict with this Agreement and to finally and conclusively determine the dispute; provided, however, that neither the Coast Labor Relations Committee nor the Coast Arbitrator shall have any power to review decisions relative to the methods of maintaining registration lists, or the operation of hiring halls, or the interpretation of port working and dispatching rules, or the interpretation or enforcement of contract provisions relative to continuance of work pending determination of disputes, or discharges, or pay (including travel pay and penalty rates), or the interpretation or enforcement of slingload limits. It shall be the duty of the moving party in any case brought before the Coast Arbitrator under the provisions of this paragraph to make a prima facie showing that the decision in question conflicts with this Agreement, and the Coast Arbitrator shall pass upon any objection to the sufficiency of such showing before ruling on the merits.

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

**(b) Business Agents**

To aid in prompt settlement of grievances and to

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

**(c) Labor Relations Committees**

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

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

- A. To maintain and operate the hiring hall.
- B. To have control of the registration lists of the port, as specified in Section 7(c).
- C. To decide questions regarding rotation of gangs and extra men.

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

**(d) Arbitrators and Awards**

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

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

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

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

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

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

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

#### **(e) Discharges**

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

(2) Such longshoreman shall not be dispatched to such employer until his case shall have been heard and disposed of before the Port Labor Relations

Committee, and no other employer shall refuse employment to such longshoreman on the basis of such discharge.

(3) If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 14; provided, however, that no grievance relating to discharge shall be processed beyond the Area Arbitrator.

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

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

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

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

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

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

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

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

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

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

**(g) Other Means of Settling Grievances.**

Nothing in this section shall prevent the parties

from mutually agreeing upon other means of deciding matters upon which there has been disagreement.

**SECTION 15. WAGE REVIEW**

(a) Basic straight and overtime rates shall be subject to review on September 30, 1949, and September 30, 1950, at the request of either party. The party desiring wage review shall give notice of such desire not less than thirty days prior to the review date. If no agreement is reached through negotiation in fifteen (15) days, the issue shall be referred to the Coast Arbitrator, the award to be rendered by the review date and become effective 12:01 a.m. of the review date.

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

**SECTION 16. MODIFICATION**

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

Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

## SECTION 17. CERTIFICATION

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

## SECTION 18. CONTRACT PROPERTY RIGHTS

All property rights in and to the Coast Longshore and the Coast Clerks Agreements when ratified by the parties are entirely and exclusively vested in Pacific Maritime Association and the International Longshoremen's & Warehousemen's Union, respectively, and their respective members, and such property rights and all benefits and obligations under these Agreements shall transfer to any duly and lawfully constituted and authorized successor of such respective organizations and to the members of such successor organizations. In the case of the International Longshoremen's & Warehousemen's Union, a majority of the members of the combined locals covered by these respective Agreements shall designate such successor organization, if not in conflict with any paramount authority or lawful or statutory requirement, by an election conducted under the auspices and supervision of the Coastwise Arbitrator provided for in the Coast Longshore Agreement.

## ADDENDUM TO COAST LONGSHORE AGREEMENT

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

- (a) Working preference to registered men.
  - (b) In making additions to the registered list preference shall be given to men with previous registration in the industry and who were not dropped from the list for cause.
  - (c) In reducing the number of men registered in keeping with the requirements of the industry men last registered shall be the first removed.
  - (d) Non-union men being dispatched through the hiring hall shall pay to the Union an equal share of the cost of maintenance of the hiring hall and the procurement, administration, and enforcement of the contract which sum shall not exceed that being then currently paid by members of the Union in the form of dues and general assessments. Such non-union men shall be liable for said amounts only prospectively from and after the date this provision becomes effective, and only while such provision is effective.
- Negotiations shall be carried on for a period of 120 days or until agreement is reached whichever is sooner. If agreement is not reached by the end of

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

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

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

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

# TABLE OF LONGSHORE STRAIGHT TIME, OVERTIME AND PENALTY HOUR WAGE RATES FOR WORKING GENERAL AND PENALTY CARGOES—PACIFIC COAST

The table below shows wage rates payable under various conditions of straight time, overtime and time and one-half of overtime, and when working the various penalty cargoes. (See Section 5 (a) of the agreement for a listing of the conditions under which the overtime rate and time and one-half the overtime rate are payable.)

The rates shown under the heading "Schedule A. No Skill Differential" are the rates applying to all men who receive no skill differential.

The rates shown under the heading "Schedule B. 10c Skill Differential" are the rates applying to those skilled gang members and gang bosses who receive a 10c per hour straight time differential. (See Section 5 (b) of the agreement for a listing of these men in each port area.)

The rates applicable to skilled men who receive skill differentials of 15c, 20c and 35c (see Section 5 (b) for a list of these men) are not shown in the table. Their rates may be easily figured as follows: Add the following amounts to the amounts shown in "Schedule A. No Skill Differential."\*

	I	II	III
	S. T.	O. T.	1/2 x O. T.
For men with 15c skill differential.....	.15	.225	.3375
For men with 20c skill differential.....	.20	.30	.45
For men with 35c skill differential.....	.35	.525	.7875

The rates shown in the table below are payable to gang members, including dockmen, except as noted.

Penalty Commodities and Conditions of Work	Schedule A			Schedule B		
	No Skill			10c Skill		
	I	II	III	I	II	III
When working cargo which takes no penalty.....	S. T. 1.82	O. T. 2.73	O. T. 4.09 <sup>1</sup> / <sub>2</sub>	S. T. 1.92	O. T. 2.88	O. T. 4.32 <sup>1</sup> / <sub>2</sub>
BULK CARGOES (except as may be specified elsewhere):						
Shoveling: all commodities except on commodities earning higher rate.....	2.02	3.03	4.54 <sup>5</sup> / <sub>8</sub>	2.12	3.18	4.77
Grain: to Boardmen only.....	2.12	3.18	4.77	2.12	3.18	4.77
Sulphur, soda ash and crude untreated potash.....	2.27	3.40 <sup>5</sup> / <sub>8</sub>	5.10 <sup>7</sup> / <sub>8</sub>	2.37	3.55 <sup>5</sup> / <sub>8</sub>	5.33 <sup>2</sup> / <sub>5</sub>
Bones, untreated or offensive.....	2.62	3.93	5.89 <sup>5</sup> / <sub>8</sub>	2.72	4.08	6.12
Phosphate rock.....	2.12	3.18	4.77	2.22	3.33	4.99 <sup>5</sup> / <sub>8</sub>
"TEN CENT" PENALTY CARGOES						
When handled in lots of 2 <sup>1</sup> / <sub>2</sub> tons or more (see alphabetical listing below). *.....	1.92	2.88	4.32	2.02	3.03	4.54 <sup>5</sup> / <sub>8</sub>
LEAKING OR LIFTING CARGOES (because of damage or faulty containers)						
Aniline dyes, fish oil, whale oil and Oriental oils in drums, barrels or cases; lamp black.....	1.92	2.88	4.32	2.02	3.03	4.54 <sup>5</sup> / <sub>8</sub>
CRESOTED PRODUCTS OUT OF WATER (to hold men and boom men only)	2.02	3.03	4.54 <sup>5</sup> / <sub>8</sub>	2.02	3.03	4.54 <sup>5</sup> / <sub>8</sub>
Hold men .....				2.12*	3.18	4.77
Boom men .....						

\*And side runner, only when used.

WORKING IN CRAMPED SPACE (to hold men only). All paper and pulp in packages weighing 300 lbs. or over per package, only when winging up, and when stowing in forepeaks, after peaks and special compartments other than regular cargo spaces. (This does not apply to rolls.).....

1.92 2.88 4.32 1.92 2.88 4.32

Loading cargo in hold on top of bulk grain, or covering logs or piling with lumber products when there is less than 6 ft. of head room.....

1.92 2.88 4.32 1.92 2.88 4.32

To side runners, when used.....

2.67 4.00<sup>5</sup>/<sub>8</sub> 6.00<sup>7</sup>/<sub>8</sub> 2.77 4.15<sup>5</sup>/<sub>8</sub> 6.23<sup>2</sup>/<sub>5</sub>

DAMAGED CARGO\*\*\* 2.67 4.00<sup>5</sup>/<sub>8</sub> 6.00<sup>7</sup>/<sub>8</sub> 2.77 4.15<sup>5</sup>/<sub>8</sub> 6.23<sup>2</sup>/<sub>5</sub>

EXPLOSIVES—When working Class A explosives as defined by Interstate Commerce Commission regulations (Topping's Manual)—all men working ship and barge.....

3.64 5.46 8.19 3.74 5.61 8.41<sup>5</sup>/<sub>8</sub>

FIRE. For gang working hatch when fire is burning or cargo smouldering in a hatch.....

3.02 4.53 6.79<sup>5</sup>/<sub>8</sub> 3.12 4.68 7.02

\*CALCULATION OF SKILL DIFFERENTIALS IN CERTAIN SPECIAL INSTANCES. There are several exceptions to the above procedure for computing rates for men entitled to skill differentials of 1<sup>5</sup>/<sub>8</sub> and above: Those skill rates in the case of stowing bulk grain are the same as those for shoveling; in the case of handling crosoted products out of water, the rates are the same as in handling other logs and lumber out of water; and in the case of stowing in cramped quarters, the skilled gang members receive only their skill differential and no cargo penalty.



#### \*\*\*TEN CENT\*\* PENALTY CARGOES

Alfalfa meal  
Bones, untreated or offensive, in sacks  
Caustic soda in drums  
Cellite & Decalite in sacks  
Coal in sacks  
Cement  
Creosote when not crated  
Creosoted wood products unless boxed or crated  
Following fertilizers in bags:  
Tankage, animal, fish, fishmeal, guano, blood meal and bone meal  
Glass, broken, in sacks  
Green hides  
Herring, in boxes and barrels  
Lime, in barrels and loose mesh sacks  
Lime, dehydrated, in sacks  
Lumber, logs and lumber products loaded out of water  
Lumber, chemically treated, uncrated  
Meat scraps in sacks  
Nitrates, crude, untreated, in sacks  
Ore, in sacks  
Phosphates, crude, untreated, in sacks  
Plaster, in sacks, without inner containers  
Refrigerated cargo: Handling and stowing refrigerator space meats, fowl and other similar cargoes to be transported at temperatures of freezing or below in the boxes. (In

lots of 25 tons or more, or if job lasts one hour or more, penalty to apply on all time worked on refrigerator cargo.)

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

Salt blocks in sacks.

Scrap metal in bulk and bales, excluding rails, plates, drums, carwheels and axles.

Soda ash in bags

Sulphur, dehydrated, in sacks

#### \*\*\*DAMAGED CARGO

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

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

## SAN FRANCISCO CARLOADING AGREEMENT

This Agreement dated June 28th, 1949, between Pacific Maritime Association, hereinafter called the Employers, and International Longshoremen's and Warehousemen's Union, Local 10, hereinafter called the Union:

### WITNESSETH:

WHEREAS, certain Employers in the course of their respective business employ men for the performance of work of loading and unloading railroad cars or barges on the docks of the Waterfront of San Francisco and in the course thereof employ members of the Union;

NOW, THEREFORE, it is agreed as follows:

Section 1. Carloading and unloading is hereby defined to include the following classes of work:

The transfer of cargo from dock to car or barge or from car to barge to dock or from place to place on the dock when not in a direct movement to or from ship.

Section 2 (a) Six hours shall constitute a day's work. Thirty hours shall constitute a week's work averaged over a period of four weeks. The first six hours worked between the hours of 8:00 A.M. and 5:00 P.M. shall be designated as straight time. All work in excess of six hours between the hours of 8:00 A.M. and 5:00 P.M. and between 5:00 P.M. and 8:00 A.M. on week days and from 5:00 P.M. on Friday to 8:00 A.M. on Monday, and all work

on legal holidays, shall be designated as overtime. Mealtime shall be any one hour between 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. and 5:00 A.M. and 7:00 A.M.

(b) Men who are ordered to a job and who report to work shall receive a minimum of four (4) hours' work or four (4) hours' straight or overtime pay, as the case may be. On the day shift, if the work does not last four hours, the balance of the four hours minimum shall be paid at the basic straight time rate. Men who are discharged for cause or who quit shall be paid only for their actual working time.

Section 3 (a) The basic rate of pay for carloading and unloading shall be not less than one dollar and eighty-two cents (\$1.82) per hour straight time and two dollars and seventy-three cents (\$2.73) per hour overtime. There is no requirement to employ car gang bosses. However, if and when car gang bosses are employed their pay shall be 15 cents (15c) per hour straight time and twenty-two and one-half cents (22½c) per hour overtime in addition to the basic rate of pay.

(b) A car man may be required to drive lift jitney incidental to his other duties for one hour or less per shift without receiving the skilled differential. Where he is required to drive lift jitney for longer than one hour, he shall receive the skilled differential of 10c per hour straight time and 15c per hour overtime for all such time jitney is used.

In event that men request a lift jitney to make their work easier and such request is granted, they shall not receive the skilled differential.

(c) In addition to the basic wages for 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.

	S.T.
Shoveling .....	\$ .20
Bulk Sulphur, Soda Ash and Crude Untreated	
Potash .....	.45
Untreated or offensive bones in bulk.....	.80
Phosphate Rock in bulk.....	.30
When handling following commodities in lots of 25 tons or more a penalty of.....	.10
Alfalfa Meal	
Untreated offensive bones in sacks	
Caustic Soda in drums	
Celite and Decalite in sacks	
Coal in sacks	
Cement	
Creosote when not crated	
Creosoted wood products unless boxed or crated	
Following fertilizers in bags:	
Tankage, animal, fish, fishmeal, guano, blood meal and bone meal.	
Glass, broken, in sacks	
Green Hides	

Herring, in boxes and barrels	
Lime, in barrels and loose mesh sacks	
Lime, dehydrated, in sacks	
Lumber, chemically treated, uncrated	
Meat Scraps, in sacks	
Nitrates, crude, untreated, in sacks	
Ore, in sacks	
Phosphate, crude, untreated, in sacks	
Plaster, in sacks without inner containers	
Refrigerated Cargo: Meats, fowl and similar cargoes transported on the ship at temperature of freezing or below in the boxes and the discharge from refrigerator cars of vegetables where refrigeration in the car is by means of chipped ice blown over the cargo	
Salt Blocks, in sacks	
Scrap Metal, in bulk and in bales, excluding rails, plates, drums, car wheels and axles	
Soda Ash, in bags	
Sulphur, dehydrated, in sacks	
When following cargoes are leaking or sifting because of damaged or faulty containers.....	.10
Aniline Dyes, Fish Oil, Whale Oil and Oriental Oils, in drums, barrels or cases. Lamp Black	
Damaged Cargo: Cargo badly damaged in the ship by fire, collision, springing a leak or stranding, for that part of cargo only which is in badly damaged or offensive condition when handled by carloaders.....	.85

Cargo damaged from other causes, either in car or ship will, if inspection warrants, take such penalty as is determined by the Labor Relations Committee for that part of cargo which is in a badly damaged or offensive condition

Explosives: When working Class A explosives, men working car or truck.....	1.82
Fire: When required to discharge cargo from car or barge which is burning.....	1.20

Section 4. This Agreement applies to work performed on the waterfront of San Francisco and to work done under contract with the United States Army in the Oakland Army Base, including work performed for the Oakland Army Base at Benicia. Until the longshore dispatching hall is established in the East Bay, the provisions of the San Francisco Longshore Working Rules covering travel time and transportation shall apply for work done under this Agreement. All grievances arising under this Agreement shall be referred to the Labor Relations Committee for determination.

Section 5. The provisions of this Agreement shall be administered by the Longshore Labor Relations Committee of San Francisco, which shall have the power and duty to:

(a) Add men to the registration list as needed and to remove them for cause. In a reduction due to lack of work the last man registered shall be the first removed;

(b) To set the weekly limits of work in case the

average hours of work drops below forty hours per week;

(c) To investigate and adjudicate all grievances arising under this Agreement;

(d) The Committee will hear complaints or grievances at its regular meetings, or, upon the request of either party, at special meetings to be held not more than twenty-four hours after request for such meetings is made. If the parties fail to agree, the matter shall, at the request of either party, be referred immediately to the Area Committee and upon failure to agree to the arbitrator serving under the Longshore Agreement, who will hear and decide the matter in accordance with the Agreement. Such decision will be final and binding upon the parties.

Section 6. The Employer shall have direction of the work, including the determination of the number of men to be employed, the supervision, and method and devices to be used, without interference from the Union or the men. The dispatcher shall dispatch only such men as ordered by the Employer.

Section 7. The carloaders 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 carloaders shall in good faith believe that to do so is to immediately endanger their health or safety. Such dispute shall be referred to the Labor Relations Committee as set forth in Section 5.

## SECTION 8. VACATIONS

(a) Each member of the Pacific Maritime Association agrees to pay a proportionate share of the vacation pay of each carloader working in San Francisco, 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 carloader working in San Francisco.

(2) Each member's liability for each eligible carloader's vacation pay shall be the proportion of the individual's pay that is equal to the proportion that the total number of carloader hours of work performed for that member in the port bears to the total number of carloaders' hours of work performed by all Employers in the 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 carloader in the port who is eligible for vacation pay under paragraph (b) hereof.

(b) In any payroll year

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

One week's vacation with pay, provided he has

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

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

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

(2) Carloaders 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 longshore or dockworker or miscellaneous agreement.

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

(4) Qualifying hours shall be limited to work performed for Employers parties to this Agreement and to work in San Francisco only in one year, provided, however, that hours worked by carloaders in one port shall be transferred to and added to hours of work in any other port if such carloader shall have been transferred on the registration list in accordance

with the rules and with the consent of the Labor Relations Committee of this port.

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

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

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

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

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

(c) The 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.

(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 Pacific Maritime Association for all the purposes of this Agreement.

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

(f) All the vacation provisions included in the Agreement dated June 13, 1947, will apply when making vacation payments in 1949, based on 1948 and 1947 qualifying hours, with the following exceptions:

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

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

Section 9 (a) Basic straight and overtime rates shall be subject to review on September 30, 1949, and September 30, 1950, at the request of either party. The party desiring wage review shall give notice of such desire not less than thirty days prior to the review date. If no agreement is reached through

negotiation in fifteen (15) days, the issue shall be referred to the Coast Arbitrator, the award to be rendered by the review date and become effective 12:01 A.M. of the review date.

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

## SECTION 10. SCHEDULED DAY OFF

(a) Each registered carloader shall be entitled to one full day (24 hours) off from work each payroll week.

This day shall be the same one scheduled for plug board longshoremen in accordance with the numerical brackets in which his registration number falls, as worked out for longshoremen by the Labor Relations Committee.

Carloaders have the option as to whether they wish to take the day off or not, and when scheduled for Sunday work shall consider the first day of work opportunity missed during the week as their scheduled week day off.

(b) Each man who is working on a regular or steady basis will be given one scheduled day off in each week as agreed between himself and his Employer.

## SECTION 11. 1000 HOUR CLAUSE

Deleted July 26, 1949, by an exchange of letters, between the parties.

Section 12. This Agreement shall become effective as of 8:00 A.M. on June 30th, 1949, and shall remain in effect until June 15, 1951, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

### **WORKING RULES ADDENDUM TO THE CARLOADING AGREEMENT**

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, providing that other registered men are available.

The maximum work period shall be nine (9) hours in any one day. Work for the day shall not start before 8:00 A.M. Work for the night shall not start before 6:00 P.M. (The day shall be reckoned in twenty-four (24) hour periods.)

The following extensions or exceptions are applicable to the nine (9) hour work period:

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

(2) In order to accomplish essential work, including taking lines, men may be ordered not earlier than 7:00 A.M. and additional hours may be worked providing that work in excess of eleven (11) hours be paid at one and one-half times the then prevailing rate.

(3) When no replacements are available to an Employer, the maximum does not apply.

(4) To meet extraordinary or emergency situations the Port Labor Relations Committee may by mutual agreement make exceptions to this rule.

Carmen will handle lines as directed.

When men are ordered to report to work or are ordered back to work from the previous day, their pay shall start when they report for work (but not earlier than the time at which they were ordered to report) and shall continue except for meal periods, until they are dismissed. In case there is not work or work does not last four (4) hours, they shall receive four (4) hours' pay.

Men who are discharged for cause or who quit shall be paid only for their actual working time.

When men resume or continue work between the hours of 1:00 A.M. and 5:00 A.M. they shall receive not less than four hours' pay at the overtime rate. If men are released prior to 5:00 A.M. any penalty rate received prior to time of release shall stop and the overtime rate shall apply for the remaining period up to 5:00 A.M.

When men have worked a night shift or portion of a night shift and are ordered to work beyond the hour of 8:00 A.M. they shall receive no reduction in pay.

Where a man is ordered from the hall to relieve an injured man, his overtime shall start when the injured man's overtime would have started. On the day shift if he does not work four hours, the balance

of his four hour minimum shall be paid at the straight time rate.

### MEALS

Meal periods shall be between 11:00 A.M. and 1:00 P.M. and 5:00 P.M. and 7:00 P.M. and 11:00 P.M. and 1:00 A.M. and 5:00 A.M. and 7:00 A.M. One (1) hour shall be allowed for meals during each of the aforementioned periods.

In accordance with the working hours of this Agreement when men are sent to breakfast or supper and ordered to return to work, they shall be allowed one dollar and twenty-five cents (\$1.25) for said meal.

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

Men may be required to work through a designated meal hour to finish a job and they shall be paid time and one-half of the then prevailing rate for working through the meal hour. (The prevailing rate for the noon meal hour is straight time except on Saturdays, Sundays and legal holidays when the prevailing rate is overtime.)

If employees are not allowed a full hour for meals at the designated meal hour, 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. Men shall not be paid for the hour that they are given for their meal.

Men working through a designated meal hour and beyond will be paid at the rate that prevailed through the meal hour worked until sent to eat.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 28th day of June, 1949.

PACIFIC MARITIME ASSOCIATION

By.....

INTERNATIONAL LONGSHOREMEN'S AND  
WAREHOUSEMEN'S UNION, LOCAL 10

By.....



## WORKING RULES PORT OF SAN FRANCISCO

### INITIAL START

The initial start applies to the men and not the ship.

When gangs or men start a ship, the first shift of the day gang or men and the first shift of the night gang or men shall be the initial start for these gangs or men.

When additional gangs or men or other gangs or men are ordered because of a change in operation or to resume or start on a free gear the first shift of such gangs or men shall be their initial start. The initial start shall be as provided in the Agreement: 8 a.m. or later for the day shift and 7 p.m. or later for the night shift, but not later than 12 midnight.

By mutual agreement the parties have agreed to the following exceptions as provided in Section 2, Article 6 of the Agreement relating to the time the day shift or night shift shall begin subsequent to the initial start:

1. All starts after the initial start of the day shift may be at 8 a.m. or later, but shall not be later than 10 a.m., except as provided in No. 3 below.

2. All starts after the initial start for the night shift may be at 7 p.m. or later, but shall not be later than 9 p.m., except as provided in No. 3 below.

3. When gangs or men are ordered back to a different terminal for a subsequent start, gangs or men

may be ordered back not later than 1 p.m. on the day shift or 10 p.m. on the night shift. This does not include shifting from pier to pier in San Francisco or from berth to berth within a terminal, or shifts between Howard, Grove and Market Street or Ninth Avenue and Encinal.

4. When gangs and men are given orders to report back to work on the following day or night, as the case may be, they will be given definite orders as to the time they are to report.

5. Gangs shall be required to call the hall, if ordered to do so, for their final orders to finish the ship for sailing only.

6. Ship gangs and men may be ordered for 7 a.m. start to handle passenger baggage, to open baggage hatches for discharge, and rig gear for this purpose only. Such orders shall not be construed as being a night shift or portion of a night shift. This is not an exception to the nine-hour limitation of the work shift.

7. If traveling is involved, to the ship in the stream, such traveling shall not start before 6:30 a.m.

8. Night gangs and men may be ordered for a 6 p.m. start for purposes of handling baggage, and day gangs and men may be worked between 6 p.m. and 7 p.m. for the same purposes.

9. 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, providing that other eligible men are available.

10. Men who are ordered to a job and who report to work shall receive a minimum of four (4) hours' work or four (4) hours' straight or overtime pay, as the case may be. When men start work during straight time hours and work does not last four hours, the balance of the four hours' minimum shall be paid at the straight time rate. Men who are discharged for cause or who quit shall be paid only for their actual working time.

### MEAL PERIODS

1. Meal periods shall be between 11:00 a.m. and 1:00 p.m., and 5:00 p.m. and 7:00 p.m., and 11:00 p.m. and 1:00 a.m., and 5:00 a.m. and 7:00 a.m. One (1) hour shall be allowed for meals during each of the aforementioned periods.

2. Men may be required to work through a designated meal hour to finish a job or a ship and they shall be paid time and one-half of the then prevailing rate for working through the meal hour. (The prevailing rate for the noon meal hour is straight time, except on Saturdays, Sundays and legal holidays, when the prevailing rate is overtime.)

3. If employees are not allowed a full hour for meals at the designated meal hour, Employers agree to pay one hour at one and one-half straight or overtime rate, as the case may be, for that portion of the meal hour worked. Men shall not be paid for the hour that they are given for their meal.

4. Men working through a designated meal hour and beyond will be paid at the rate that prevailed through the meal hour worked until sent to eat.

## MEALS

1. At all points where Employers are required to furnish meals and such meals are not furnished the men, the sum of \$1.25 will be allowed for each meal.

2. If men are working in Richmond Inner Harbor, Richmond Outer Harbor and points above, and at Redwood City or on vessels in the stream, and they work up to 12 noon, they shall receive a meal allowance or shall be provided with a meal. If they continue to work until 6:00 p.m., they shall be paid a second meal allowance or provided with a meal. On the night shift if men work up to 12 midnight, they shall be paid a meal allowance or provided with a meal. If they continue to work to 5:00 a.m., they shall be paid a second meal allowance or provided with a meal.

3. When men are ordered *with* a lunch and do not work, they are entitled to payment for their lunch. If no work is performed and the men *had not* been ordered with lunch, they are not entitled to payment of meal money.

4. When men are ordered to work a ship in the stream and the shift extends beyond the second meal period of the shift, the Employer will arrange that the men be furnished a hot meal aboard ship during the second meal period, or that they be taken ashore to a point where a hot meal can be obtained, and be allowed \$1.25 for said meal. In case men are taken ashore for a meal, traveling time will be paid both ways, and one hour ashore will be allowed for the meal.

5. In accordance with the contract, men and gangs

shall go to supper or breakfast when ordered to do so and shall receive \$1.25 or be provided with a meal.

## LODGINGS

1. At points other than San Francisco, Oakland, Alameda, the Employer may require men to sleep at the town where work is being carried on, providing reasonable accommodations are furnished or are obtainable. In such event the Employer will either provide room and meals or will pay subsistence at the rate of one dollar and twenty-five (\$1.25) per meal, and two dollars and twenty-five (\$2.25) for lodging with a maximum of six dollars (\$6.00) per day.

## TRANSPORTATION

1. *Traveling Time:* All traveling time shall be at the straight time basic rate.

2. When transportation by bus or launch is furnished by the Employer from the San Francisco Hall, the men shall receive travel time to any points within the cities of Oakland and Alameda; one-half hour minimum.

3. (When transportation to any points within the cities of Oakland and Alameda is not furnished by the Employer, and men report for work at the time and place as ordered, each man shall receive in lieu of all travel and transportation expense 45 minutes allowance at the basic straight time rate plus prevailing round-trip fare of Key System.)

All Richmond Harbors.....	45 minutes
Richmond Long Wharf.....	60 minutes

Winehaven  
San Pablo  
Oleum  
Point Orient  
Selby

Crockett  
Redwood City.....One hour

Martinez  
Pittsburg  
Port Chicago.....One and one-half hours

To vessels at Powder Anchorages of California  
City and Hunters Point.....One hour

Other Anchorages.....Actual time

4. There shall be no travel time paid men or gangs dispatched from San Francisco Hall to points within the City and County of San Francisco. 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 provided 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 in lieu of all travel and transportation expense 45 minutes allowance at basic straight time rate plus round-trip fare of Key System.

5. All travel time during straight time hours shall

be counted against the six-hour day, but is not to be considered work hours for purposes of figuring when penalty overtime or meal payment begin.

6. Travel time shall not be included when figuring working more than five consecutive hours without an opportunity to eat. This in no way conflicts with the travel time ruling that travel time after 8:00 a.m. in straight time hours shall count against the six-hour day in the starting of overtime or rules pertaining to payment for work during the noon meal hour.

7. Travel time shall be paid according to Labor Relations Committee schedule as set forth herein.

8. When shifting a ship and traveling is not in conjunction with a meal hour, pay shall continue at the basic straight time or overtime rate, whichever is applicable.

9. When men are required to travel during meal hours, due to shifting of vessels 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 thirty (30) minutes 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

10. When men working in San Francisco or in Oakland, or Alameda, are required to cross the Bay in connection with shifting of a ship, there shall be no lost time due to such movement, provided that if the travel is in conjunction with a meal hour, forty-five (45) minutes in addition to the meal hour will be allowed for the men to report. If Employer pro-

vides transportation, Employees shall turn to on arrival at the job. In case of a delay to the ship in shifting, the men will lose no time.

11. When a man is transported to work he shall remain on the job until dismissed for the day, except in cases of illness or injury, otherwise he shall forfeit his right to travel time and transportation on that day.

12. If the furnished transportation is not available to take men home from a job, the men shall not stand by longer than 15 minutes without pay. If the waiting time exceeds 15 minutes, the men shall be paid for the entire time that they wait for such transportation at the basic straight or overtime rate as the case may be.

13. Intact ship gangs shall not lose any time because of failure of extra men or dock men to report to work on time, providing the gangs are willing to consolidate and do any longshore work on ship or dock as directed by Employer until necessary extra men arrive. Men who are late shall be paid only from the time they report.

14. Men's pay shall not be stopped when gangs fail to arrive or are incomplete due to breakdown of transportation furnished by employer and when such men are willing to turn to and consolidate into gangs.

15. If Employer is advised by the gang boss that the furnished transportation is to pick up men in transit and when such men fail to appear, the men being transported will turn to or stand by without pay, at Employer's option, until replacements arrive.

## GENERAL RULES

1. Longshoremen will handle lines as directed.

2. Dockmen shall work in rail cars in direct movement to or from the ship when ordered to do so by gang boss or walking boss.

3. When hand piling, all coffee weighing up to 136 pounds shall be piled six high on the dock, and all coffee 150 pounds or over, five high, and further height desired shall be done by extra men for high piling.

All coffee placed on pallet boards shall not exceed four sacks high.

4. The maximum sling load of lath is six (6) tiers high, consisting of a maximum of thirty (30) bundles.

5. The standard lumber load shall not exceed 24" x 24" when lumber is nine (9) feet or longer.

6. Babassu nuts shall not exceed fourteen (14) sacks per slingload.

7. When back stays on Liberty Ships for No. 1 and No. 5 hatch are not taken down, and extension levers are being used, the winches shall be driven single. In event winches have to be driven single, the gang will continue to work until extra winch driver arrives.

8. Men shall use floating board when instructed by Employer, providing the Employees' safety is not endangered.

9. (a) When other gangs or men are not available, then gangs may be transferred to another company the same day, the dispatcher shall inform the second company how many hours the gang has worked and when they will be available before giving

the gang orders to report. The gang shall lose no time in transferring from one company to another.

(b) Gangs or men working for the same company shall shift from ship to ship to finish a shift. On the day shift such gangs shall be guaranteed a minimum of six hours work or six hours straight or overtime pay as the case may be. On the night shift such gangs or men shall be guaranteed a minimum of five hours at the overtime rate.

10. Upon completion of a job or ship all gangs and men shall receive their orders for the next job or ship from the joint Dispatching Hall.

11. The crew of the ship may rig gear to make ready for longshoremen to handle cargo.

12. When eleven (11) men or more are dispatched as a unit for ship work, a gang boss shall be ordered to supervise the job.

13. When extra men are ordered to augment the ship gangs for work on loading or discharging operations, not more than 50% shall be ordered as swing men. If such operations do not require any dock men, swing men only may be ordered.

14. Dock men may be ordered to work aboard ship to assist hold gang in the shifting of cargo, provided there is more than one-half ( $\frac{1}{2}$ ) hour of work.

15. When discharging wool or gunnies, the hold complement shall consist of not less than four men.

16. Men hired as swing men shall work on the dock or in the hold as required.

17. Men ordered to the walking boss may be ordered later and released earlier than the gangs at the Employer's option. If men are placed in ship

gangs and gang boss keeps their time, they shall work with such gang as a unit until the gang is dismissed.

18. Standard and shovel gangs shall work as a unit at all times.

19. Two dockmen shall be on the dock under the hook at all times except for those operations where in the past less than this number or no dockmen have ever been used. Men will rotate under the hook when operations require.

20. Dispatchers are authorized to fill out grabber gangs to complete cleanup work for not more than one day's shoveling jobs, if requested by the Employer.

21. The dockmen and combination driver attached to a ship gang in a short-gang operation shall be relieved once before the midday or midnight meal, as the case may be, and once after the midday or midnight meal, as the case may be. This relief shall be done by whatever men are available.

22. In applying the penalties for misconduct as provided in the main contract, a man shall be considered guilty of the misconduct for which he is charged if he is convicted or found guilty in court; admits his guilt; or is found guilty by the Labor Relations Committee; provided further that each man will be allowed to present his case before the Labor Relations Committee and the Labor Relations Committee will consider the merits of such cases.

23. The Employers, at any time after June 15, 1951, may require the opening of a branch hiring hall in the East Bay. From and after the date when such branch hiring hall is opened, travel time shall be paid

both ways in all instances where travel time is payable at all.

24. Subject to the provisions of this Agreement, gangs and men not assigned to gangs shall be so dispatched to equalize working opportunities as nearly as practicable, having regard to qualifications for work they are required to do. The Labor Relations Committee shall enact all means, including the use of make-up gangs to live up to this section of the Contract.

25. Gang bosses shall be selected and removed by the Labor Relations Committee. The Union may make recommendations for additions to the gang boss list. The gang boss is in complete authority and will be held responsible for the function of his gang. The gang boss shall have the right to discharge from his gang any man for incompetence, insubordination, or failure to perform the work as required, in conformance with the provisions of the Agreement.

26. There shall be a hatch tender for each hatch and each independently operated set of winches. Additional hatch tenders shall be used when needed for safety purposes.

27. The Employers shall have the right to move heavy lifts, dunnage, lining material, long steel booms, and ship repair parts directly from truck to ship and/or ship to truck without first placing on the floor of the dock before it is to be loaded into the ship or placed on the dock in the process of discharge.

#### MINIMUM GUARANTEES

1. When men resume or continue work between the hours of 1:00 a.m. and 5:00 a.m., they shall re-

ceive not less than four hours' pay at the overtime rate. If men are released prior to 5:00 a.m., any penalty rate received prior to time of release shall stop and overtime rate shall apply for the remaining period up to 5:00 a.m.

2. When men go to eat at 11:00 a.m. and relieve another hatch between 12:00 and 1:00 p.m., they shall receive pay for actual time worked with a minimum of two (2) hours' pay after the meal period. When a gang goes to eat at 12 noon until 1:00 p.m., they shall receive pay for actual time worked after the meal period with a minimum of one (1) hour.

3. In case of suspension of work for one (1) hour or less, while the vessel is working during straight time hours, no deduction shall be made for time lost; men shall receive full pay for the first hour and half pay thereafter until such time as work is resumed or the men are dismissed for the day. During overtime hours, no deduction shall be made for such loss of time. This is not a modification of the four-hour minimum guarantee as provided in the Contract.

4. When men and gangs have worked a night shift or a portion of a night shift and are ordered to work beyond the hour of 8:00 a.m., they shall receive no reduction in pay.

5. A replacement will assume the payroll status of the man replaced for the purpose of computing overtime compensation. On the day shift, if he does not work four hours, the balance of his four-hour minimum pay shall be paid at straight time rate.

#### GENERAL AND SPECIALTY OPERATIONS

1. On all general cargo operations including steel

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and palletized unit loads when handled by mechanical equipment, no less than a standard ship gang or shovel gang shall be employed. Existing practices whereby additional swing men have been employed shall not be changed.

2. A minimum of six men shall be used on bulk cargo when ship's gear is used in actually discharging or loading. This includes magnet and grabber on ship's gear.

3. The following work shall not be classed as general cargo but will be known as specialty cargo operation on which Employers shall determine the number of men to be employed, the supervision and method and devices to be used: Bulk, when handled by mechanical equipment, grabber or magnet on other than ship's gear, store jobs, lashing, tomming, crane operations, lining and baggage.

4. When handling copra by blowers, and two blowers are used per hatch, 18 men shall be employed. When only a single blower is working on a ship there shall be two men employed on the dock for such blower; if there is more than a single blower working a ship there shall be one man to each blower.

#### **GEAR PRIORITY**

1. The gang originally starting a gear shall be entitled to all the work of that gear (except as provided in Section 14, Paragraph E of the Master Agreement), provided that:

(a) Gangs shall shift to other hatch or hatches as may be required.

(b) Only the gang's original gear belongs to a

gang. If the gang shifts away from their original starting point, they shall shift back when work is resumed there, but shall have no claim on the work in any other hatch to which they were shifted. This rule does not apply where there are not adequate dock facilities to take care of all hatches working simultaneously.

(c) Only such gangs as are needed may be ordered back to finish the work when the ship is shifting or sailing, but such gang or gangs ordered back must be the gang or gangs that the Employers believe in good faith have the most work to do in their respective hatches.

(d) If, after a ship has shifted and new gangs are ordered to take the place of those dismissed, as provided in Paragraph (c) above, such new gangs will have the gear priority as provided in Paragraph (b) above.

(e) Any gear standing idle for one complete shift shall be termed "open gear," and no gang shall have a priority claim thereto.

(f) The above rules apply only to ship gangs or shovel gangs. They do not apply when the operation changes from sugar and bulk to general cargo or vice versa.

#### **LIFT AND JITNEY DRIVERS**

1. The combination lift drivers attached to the gang shall do other work provided there is no lift truck or jitney work for him to do.

2. The combination man attached to the gang will receive the skilled differential, except when no me-



chanical vehicle (lift truck or tractor jitney) is used in the operation, or when electric platform trucks are used.

3. A plug man dispatched as a combination lift truck driver may be required to work both as jitney and lift truck driver, and, at his option, shall do other work to fill out his four-hour guarantee, provided there is no jitney or lift truck work to do. This does not prevent such men from accepting orders to continue on other work after the initial four hours, if he so desires.

4. A plug man dispatched as a jitney driver shall do other work to fill out his four-hour guarantee. This does not prevent such jitney driver from accepting orders to continue on other work after the initial four hours if he so desires.

5. When a jitney (tractor) driver on a job is ordered to drive lift jitney, he shall be paid the lift drivers' differential for that shift.

6. When a combination man, dispatched as such, is required to drive jitney he shall be paid the skilled differential and shall not be replaced during the job by a man working at less than the combination rate.

7. A dock or swing man may be required to drive lift or jitney, incidental to his other duties, for one hour or less for one gang per shift. Such incidental work shall not require payment of the skilled differential.

8. In the event that men request a lift jitney to make their work easier and such request is granted, they shall not receive the skilled differential.

9. Each gang boss shall be responsible for having one hold man in his gang and one alternate who is capable of driving lift jitney.

10. Whenever a lift jitney is sent into the hold, this man will drive such jitney. Whenever two lift jitneys are sent into the hold, the alternate will drive the second jitney.

11. When lift jitney work in the hold is for one-half ( $\frac{1}{2}$ ) hour or more, the skilled differential shall be paid for all time such jitney or jitneys, as the case may be, are used.

## ORGANIZATION OF GANGS

1. Ship gangs shall consist of twelve (12) men as follows:

- 1 Gang boss
- 2 Deck men
- 6 Hold men
- 2 Dock men
- 1 Combination lift truck and jitney driver

2. Shovel gangs shall consist of eleven (11) men as follows:

- 1 Gang boss
- 2 Deck men
- 6 Hold men
- 1 Dock man
- 1 Combination lift truck and jitney driver

3. Combination man attached to the above gangs shall work as directed and shall receive the skilled differential except when no mechanical vehicle (lift

truck or tractor jitney) is used in the operation or when electric platform trucks are used.

4. Shoveling gangs shall handle general cargo incidental to their shoveling work but will not be shifted to a straight general cargo operation.

5. Shovel gangs when dispatched to general cargo work shall be considered ship gangs for that job.

#### **SCHEDULED DAY OFF**

1. Plugboard men and gangs shall be scheduled for Sundays off. Plugboard men shall have the option as to whether they wish to take the day off or not. However, if they take their Sunday off, their plug will not be disturbed on the board.

2. During a month that gangs and plugboard men are scheduled for Sunday work, the day missed during the week in work opportunity shall be considered their scheduled week day off.

3. The gangs shall be divided into three groups of roughly eighty-seven (87) gangs in each group and one of these groups shall be available for Sunday work. In other words, one-third of the gangs in the port will be available on Sunday as scheduled.

4. Gangs will be scheduled to have Sunday off for two months and the third month they will not be scheduled.

5. Gangs that have a scheduled Sunday off will be laid off on Saturday night and the replacement gang working on Sunday will finish the job.

#### **PENALTY RATES**

1. On all bulk operations where mechanical equip-

ment is used, such as grabbers, scrapers, suckers, conveyors, automatic trimmers, etc., the shoveling rate shall apply.

2. When handling bulk ore or concentrate, the following penalties shall apply over and above the basic straight or overtime hourly rate: normally dusty, the shovel rate of 20c straight time and 30c overtime per hour; unusually dusty, 35c straight time and 52½c overtime per hour; extremely dusty, fine, dry concentrates, 85c straight time and \$1.27½ overtime per hour. Subject to review as provided in Section 2 Article 5 of the Master Agreement.

3. The explosive penalty rate shall apply to all gangs and men working the ship whenever this Class A commodity, as defined by current Western Classification Rules, is being handled or secured by one or more gangs. The explosive penalty rate applies only when men are actually handling or securing explosives, and the basic straight time rate of pay shall apply to any travel time.

4. When men are required to discharge sacked flaxseed in a hatch where breakage of sacks has caused loose flaxseed to average six (6) inches or more deep under foot where the men are working, they shall be paid 10c straight time and 15c overtime penalty for such time they are working under this condition.

5. When handling unwashed, dusty cement sacks, the men shall be paid ten cents (10c) per hour over the basic longshore rate for straight time and fifteen cents (15c) per hour for overtime.

## **RULES GOVERNING DISCHARGE OF SUGAR AT C & H REFINERY, CROCKETT, CALIF.**

Conditions set forth in the Master Coastwise Agreement and the San Francisco District Working and Dispatching Rules shall apply except as superseded by the following:

I—Discharging sugar in Sacks and in Bulk:

### **A. NIGHT WORK**

1. On the initial start as defined in Port Working Rules, the night shift shall start at 5:00 p.m., or later, but not later than 10:00 p.m. On starts after the initial start, night shift shall start at 5:00 p.m., or later but not later than 7:00 p.m., when vessel is already docked at a Crockett berth. When vessel is shifting into Crockett from other points and there is a change in operation as provided in General Working Rules, the night shift shall start at 5:00 p.m. or later, but not later than 10:00 p.m. It is understood that a vessel shifting from the C & H Refinery at Crockett to the C & H Potrero Refinery in San Francisco, and vice versa, will be considered a change in operation.

2. The maximum work shift shall be nine (9) hours, except as follows:

- (1) Travel time, whether paid or unpaid, shall not be included in computing the nine (9) hour shift.
- (2) A two (2) hour leeway shall be allowed, thus extending the nine (9) hour shift to an eleven

(11) hour shift, when a vessel is required to finish in order to shift from berth to berth.

- (3) In order to finish a shift when sailing, additional hours may be worked, provided that all time worked in excess of eleven (11) hours shall be paid for at time and one-half of the then prevailing rate.
- (4) The maximum nine (9) hour shift shall be extended to work a vessel in case of real emergency, such as fire, or a leaking vessel in danger of sinking.
- (5) When no replacements are available to the employer.
- (6) To meet extraordinary or emergency situations, Port Labor Relations Committees may, by mutual agreement of the parties, make limited exceptions to this rule.

3. When men resume or continue work after the nine p.m. (9:00 p.m.) or ten p.m. (10:00 p.m.) meal hour, they shall receive pay to two a.m. (2:00 a.m.) whether or not work lasts until 2:00 a.m.

### **B. WORKING RULES**

1. A regular hold man who works regularly in a bulk sugar gang (shovel gang) shall be designated by the gang boss as an extra button man, and will receive the same differential as winch driver, providing the gang boss makes known the name and number of the man to the walking boss at the beginning of the job, and provided further this extra button man shall rustle gear as ordered by the gang boss or walking boss.

2. Gangs may be transferred from ship to ship as directed.

3. The combination man attached to gangs will work either on the dock (table) or in the hold as directed, at the regular basic longshore rate of pay.

4. The two (2) regular dock men (hook-on men) attached to the ship gang will work on the table on sack operation. The dock men and combination man in the shoveling gang will work in the hold as directed.

5. When discharging bulk sugar the gang make-up shall be as follows:

- 2 Winch drivers
- 1 Extra button man
- 1 Boss
- 10 Shovelers (Includes one combination man)

When discharging sacked sugar the gang make-up shall be:

- 1 Boss
- 2 Winch drivers
- 6 Dockmen
- 8 Hold (Includes one combination man)
- 2 Swing

### C. MEALS

1. Meal hours for the night shift shall be one hour between 9:00 p.m. and 11:00 p.m.

2. When gangs work up to 9:00 p.m. on the night shift they shall receive a meal allowance or be provided with a meal. If they continue to work to 2:00

a.m. they shall receive a second meal allowance for breakfast.

This meal allowance shall be paid only when men work up until 2:00 a.m.

3. Gangs shall be required to call the hall, if ordered to do so, for their final orders to finish the ship for sailing only.

### DISPATCHING RULES

Effective 8:00 a.m., August 1, 1949.

The registered men in the Port will be divided into gangs and extra men.

Gangs will be divided into ship and shovel gangs, which will be available for dispatching to any company as needed.

Ship and shovel gangs will be listed upon the rotation board by their number, and shall be dispatched in rotation, excepting that if a gang shall have worked substantially more than the average of the gang list, the dispatcher may place it at the bottom of the list until such time as work is equalized, but not for a period to exceed one payroll week without at least one full work shift.

Upon completion of a job or ship, all gang bosses shall report to the Chief Dispatcher and turn in their time-sheet to him, on which each man's registration number, name and class of work done is clearly written.

Gangs that are released from a job are required to

report to the Chief Dispatcher before the next regular dispatch period.

All gangs may call the hall for orders by telephone if it is practicable to do so.

All organized gangs not working shall report to the Chief Dispatcher at least every 48 hours. Men shall report earlier, if instructed to do so.

The dispatcher shall not throw any gangs over for a period of more than three days.

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.

If a ship or shoveling gang shall refuse a job when called in rotation, it shall be cited before the Labor Relations Committee for violation of Dispatching Rules.

Gang bosses who fail to turn in their gang time sheets on completion of a job will be replaced by extra bosses until such sheets are turned in to the dispatchers' office.

Gang bosses who do not turn in their gang personnel sheets by the fifth of the month will be replaced by extra bosses until such sheets are turned in to the dispatchers' office.

The extra men shall plug in whichever section of the plug board they so desire, according to their special qualifications, subject to the limitations imposed by the Labor Relations Committee. The plug-board shall be divided into the following sections as

established or changed by the Labor Relations Committee:

Winchdrivers	Holdmen	Coopers
Jitney Drivers	Dockmen	Lumbermen
Lift-Jitney Drivers		
Extra Bosses	Swampers	Shovelers
Lumber Bosses	Carmen	Sugarmen
Linemen	Lashers	Storemen
	Baggagemen	

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.

The men in each section of the plug board 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 will be placed at the bottom of the list until such time as work has been equalized.

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.

All extra men shall plug in for the next dispatch at the dispatching hall after being released from a job.

Plugs once placed in the board are not to be removed and returned to their owners before being called.

If a man wishes his plug to be transferred to another section because it will give opportunity for an

earlier dispatch, he will request the dispatcher to make such change and it will be done, except between 2:00 and 3:00 p.m.

Dispatchers are authorized to mark plugs of men living at considerable distance from the hall so that they will remain in the board for a reasonable time before being considered "missed."

Subject to the foregoing provisions, men not assigned to gangs shall be so dispatched as to equalize their work opportunities as nearly as practicable, having regard to the qualifications for the work they are required to do.

There shall be a certified list of winch drivers, including all men who are now certified. If additional winch drivers are required, the Committee shall select them from other certified winch drivers, taking into consideration ability to drive winches, length of service, and physical condition.

There shall be a certified list of lift-truck drivers made up of men who have met the rules and regulations for lift drivers as laid down by the Labor Relations Committee. If additional lift-truck drivers are required at any time, the Committee shall select them from the certified list, taking into consideration ability to drive lift, length of service and physical condition.

#### **DISPATCHING HOURS:**

6:30 a.m. to 8:30 a.m.

11:00 a.m. to 12:00 p.m.

4:00 p.m. to 6:00 p.m.

#### **HALL OPEN FROM:**

5:00 a.m. until 9:00 p.m., Week Days

5:00 a.m. until 9:30 a.m., Sundays and Holidays

Men shall be ordered when possible so they will be able to be dispatched during regular dispatching hours.

Buses may be dispatched on the quarter-hour basis to meet traveling schedules mutually agreed to by the Labor Relations Committee.

When men are not employed due to a duplicate dispatch which shall be an honest error, they shall not have any claim for reporting time against the company or the dispatch hall and such men shall be dispatched as soon as possible through the hall without plugging in.

All dispatchers shall be paid a minimum of 40 hours per week straight time and time and one-half for such additional time worked during the week as authorized by the Committee through the Chief Dispatcher. The hourly straight time rate shall not be less than the hourly longshore rate.

On all holidays where the hall is closed, open part of a day or opened only on holiday schedule, the dispatchers shall be paid straight time wages as scheduled for a normal workday.

Dispatchers' payroll week and work schedule shall begin on Monday and end Sunday night, and weekly pay checks will be issued on Tuesday for the previous week's work.

The schedule of Dispatchers' hours as attached to the minutes of the Labor Relations Committee shall be retained until mutually changed.

All original plugs shall be issued by the joint Committee's Clerks' Office, but only after the man has been duly registered by the Labor Relations Committee.

All replacement plugs shall be issued by the joint Committee's Clerk's Office upon written approval of the Union that the man is in good standing.

The Labor Relations Committee shall set the Port hours to meet the needs of the Port.

First Identification Card will be issued free. If lost, a charge of \$1.00 for a duplicate card will be made.

Men shall carry Identification Card at all times.

No interchange of Identification or dispatch slips allowed. Any infringement of this rule shall mean suspension or cancelation from the registered list.

Men who do not report for work for a period of thirty days will have their names removed from the registration list, excepting only in cases of bona fide illness, injury or approved leave of absence. Men desiring a leave of absence must secure same from the Labor Relations Committee and leave their Identification Cards with the Labor Relations Committee Clerks' Office.

Men on sick or injured list must report to the Labor Relations Committee Clerks' Office with doctor's certificate before they will be replaced on the dispatching list.

Visitors shall not exceed 1% of ILWU Local 10 membership at any one time.

Visitors, before registration, must be in good standing with the Contract provided port Labor Relations Committee in their own home Port, and

present to the Committee in this Port an authorized leave-of-absence clearance from his home Port Committee before being registered.

No visitors will be permitted to work in the Port until they have been passed upon by the Labor Relations Committee.

Visitors will be given a 30-day visitors' permit with a maximum of two 30-day extensions (90 days total time) in any one year. Each 30-day extension shall be passed upon by the Committee.

Only one visitor's permit will be issued per year to any one individual.

Visitors on paid vacations from other ports will not be permitted to work during their vacation time in this port.

When a visitor's permit expires, the Committee's Clerks' Office shall put a stopper on his check to insure the return of identification card.

A visitor, before registration, must be cleared by a Union official and be given an "okay for registration" in writing as a visitor with a designated time limit (not to exceed 30 days) shown for his stay.

Applicants must present a Labor Relations Committee clearance from their home port covered by this Agreement.

This clearance shall be presented to the Clerks' Office with the Union clearance when he fills out and signs two application forms. He will then receive his registration number and temporary pass. He shall then appear before the next meeting of the Labor Relations Committee for approval by that group.

If an employer desires larger than a ship gang or

shovel gang, he will so inform the dispatcher and additional men shall be taken from the list of extra men.

If an employer desires less than a ship gang or shovel gang, he will order the desired number of men and the dispatcher will dispatch such men from the extra-men's list.

All day gangs working and being released or ordered back must receive their instructions before 3:00 p.m., including Sundays and holidays.

Day gangs shall call the hall for orders only between the hours of 6:00 p.m. and 9:00 p.m.

Night gangs shall call the hall for orders only between the hours of 2:00 p.m. and 4:00 p.m.

Orders for gangs to turn to at 9:00 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 by 3:00 p.m. the preceding day.

Gangs or men to go to work between 9:00 a.m. and Noon, must be ordered between 7:00 a.m. and 8:30 a.m.

Orders for gangs or men instructed to telephone for orders to turn to between 1:00 p.m. and 5:00 p.m. must be in the Dispatching Hall before 11:00 a.m.

Orders for gangs to turn to at 7:00 p.m. or later, must be in by 1:30 p.m.

## **WORKING RULES PORT OF STOCKTON**

Effective September 16, 1949.

### **INITIAL START**

1. The initial start applies to the men and not the ship.

When gangs or men start a ship, the first shift of the day gang or men and the first shift of the night gang or men shall be the initial start for these gangs or men.

When additional gangs or men or other gangs or men are ordered because of a change in operation or to resume or start on a free gear the first shift of such gangs or men shall be their initial start. The initial start shall be as provided in the Agreement: 8:00 A.M. or later for the day shift and 7:00 P.M. or later for the night shift, but not later than 12 Midnight.

2. All starts after the initial start of the day shift may be at 8:00 A.M. or later, but shall not be later than 10:00 A.M.

3. All starts after the initial start for the night shift may be at 7:00 P.M. or later, but shall not be later than 9:00 P.M.

### **MEAL PERIODS**

1. Meal periods shall be between 11:00 A.M. and 1:00 P.M., and 5:00 P.M. and 7:00 P.M. and 11:00 P.M. and 1:00 A.M., and 5:00 A.M. and 7:00 A.M.



One (1) hour shall be allowed for meals during each of the aforementioned periods.

2. Men may be required to work through a designated meal hour to finish a job or a ship and they shall be paid time and one-half of the then prevailing rate for working through the meal hour. (The prevailing rate for the noon meal hour is straight time, except on Saturdays, Sundays and legal holidays, when the prevailing rate is overtime.)

3. If employees are not allowed a full hour for meals at the designated meal hour, Employers agree to pay one hour at one and one-half straight or overtime rate, as the case may be for that portion of the meal hour worked. Men shall not be paid for the hour that they are given for their meal.

4. Men working through a designated meal hour and beyond will be paid at the rate that prevailed through the meal hour worked until sent to eat.

5. Men and gangs shall go to supper or breakfast when ordered to do so and shall receive \$1.25 or be provided with a meal.

#### GENERAL RULES:

1. Longshoremen will handle lines as directed.

2. Dockmen shall work in rail cars in direct movement to or from the ship when ordered to do so by gang boss or walking boss.

3. The standard lumber load shall not exceed 24" x 24" when lumber is nine (9) feet or longer.

4. When back stays on Liberty Ships for No. 1 and No. 5 hatch are not taken down, and extension

levers are being used, the winches shall be driven single. In event winches have to be driven single, the gang will continue to work until extra winch driver arrives.

5. Men shall use floating board when instructed by Employer, providing the employees' safety is not endangered.

6. (a) When other gangs or men are not available, then gangs may be transferred to another company the same day, the dispatcher shall inform the second company how many hours the gang has worked and when they will be available before giving the gang orders to report. The gang shall lose no time in transferring from one company to another with the four (4) hour minimum being guaranteed.

(b) Gangs or men working for the same company shall shift from ship to ship to finish a shift.

7. Upon completion of a job or ship all gangs and men shall receive their orders for the next job or ship from the joint Dispatching Hall.

8. The crew of the ship may rig gear to make ready for longshoremen to handle cargo.

9. When eleven (11) men or more are dispatched as a unit for ship work, a gang boss shall be ordered to supervise the job.

10. When extra men are ordered to augment the ship gangs for work on loading or discharging operations, not more than 50% shall be ordered as swing men. If such operations do not require any dock men, swing men only may be ordered.

11. Dock men may be ordered to work aboard ship

to assist hold gang in the shifting of cargo, provided there is more than one-half ( $\frac{1}{2}$ ) hour of work.

12. Men hired as swingmen shall work on the dock or in the hold as required.

13. Men ordered to the walking boss may be ordered later and released earlier than the gangs at the Employer's option. If men are placed in ship gangs and gang boss keeps their time, they shall work with such gang as a unit until the gang is dismissed.

14. Standard and shovel gangs shall work as a unit at all times.

15. Two dockmen shall be on the dock under the hook at all times except for those operations where in the past less than this number or no dockmen have ever been used. Men will rotate under the hook when operations require.

16. Dispatchers are authorized to fill out grabber gangs to complete cleanup work for not more than one day's shoveling jobs, if requested by the Employer.

17. The dockmen and combination driver attached to a ship gang in a short-gang operation shall be relieved once before the midday or midnight meal, as the case may be, and once after the midday or midnight meal, as the case may be. This relief shall be done by whatever men are available.

18. In applying the penalties for misconduct as provided in the main contract, a man shall be considered guilty of the misconduct for which he is charged if he is convicted or found guilty in court;

admits his guilt; or is found guilty by the Labor Relations Committee; provided further that each man will be allowed to present his case before the Labor Relations Committee and the Labor Relations Committee will consider the merits of such cases.

19. There shall be a hatch tender for each hatch and each independently operated set of winches. Additional hatch tenders shall be used when needed for safety purposes.

20. The Employers shall have the right to move heavy lifts, dunnage, lining material, long steel booms, and ship repair parts directly from truck to ship and/or ship to truck without first placing on the floor of the dock before it is to be loaded into the ship or placed on the dock in the process of discharge.

## MINIMUM GUARANTEES

1. When men resume or continue work between the hours of 1:00 A.M. and 5:00 A.M. they shall receive not less than four hours' pay at the overtime rate. If men are released prior to 5:00 A.M. any penalty rate received prior to time of release shall stop and overtime rate shall apply for the remaining period up to 5:00 A.M.

2. When men go to eat at 11:00 A.M. and relieve another hatch between 12:00 and 1:00 P.M., they shall receive pay for actual time worked with a minimum of two (2) hours' pay after the meal period. When a gang goes to eat at 12 noon until 1:00 P.M., they shall receive pay for actual time

worked after the meal period with a minimum of two hours.

3. In case of suspension of work for one (1) hour or less, while the vessel is working during straight time hours, no deduction shall be made for time lost; men shall receive full pay for the first hour and half pay thereafter until such time as work is resumed or the men are dismissed for the day. During overtime hours, no deduction shall be made for such loss of time. This is not a modification of the four-hour minimum guarantee as provided in the contract.

4. When men and gangs have worked a night shift of a portion of a night shift and are ordered to work beyond the hour of 8:00 A.M. they shall receive no reduction in pay.

5. Where a man is ordered from the Hall to relieve an injured man, his overtime shall start when the injured man's overtime would have started, or at the same time overtime starts for the balance of the gang. On the day shift, if he does not work four hours, the balance of his four-hour minimum pay shall be paid at straight time rate.

#### GENERAL AND SPECIALTY OPERATIONS

1. On all general cargo operations including steel and palletized unit loads when handled by mechanical equipment, no less than a standard ship gang or shovel gang shall be employed. Existing practices whereby additional swing men have been employed shall not be changed.

2. A minimum of six men shall be used on bulk cargo when ship's gear is used in actually discharging

or loading. This includes magnet and grabber on ship's gear.

3. The following work shall not be classed as general cargo but will be known as specialty cargo operation on which Employers shall determine the number of men to be employed, the supervision and method and devices to be used: Bulk, when handled by mechanical equipment, grabber or magnet or other than ship's gear, store jobs, lashing, tomming, crane operations, lining and baggage.

#### GEAR PRIORITY

1. (a) Gangs shall shift to other hatch or hatches as may be required. (b) Only such gangs as are needed may be ordered back to finish the work when the ship is shifting or sailing, such gangs ordered back will be mutually agreed upon.

#### LIFT AND JITNEY DRIVERS

1. The combination lift driver attached to the gang shall do other work provided there is no lift truck or jitney work for him to do.

2. The combination man attached to the gang will receive the skilled differential except when no mechanical vehicle (lift truck or tractor jitney) is used in the operation, or when electric platform trucks are used.

3. A plug man dispatched as a combination lift truck driver may be required to work both as jitney and lift truck driver, and, at his option, shall do other work to fill out his four-hour minimum guarantee, provided there is no jitney or lift truck work to do. This does not prevent such men from accepting

orders to continue on other work after the initial four hours, if he so desires.

4. A plug man dispatched as a jitney driver shall do other work to fill out his four-hour guarantee. This does not prevent such jitney driver from accepting orders to continue on other work after the initial four hours if he so desires.

5. When a jitney (tractor) driver on a job is ordered to drive lift jitney, he shall be paid the lift drivers' differential for that shift.

6. When a combination man, dispatched as such, is required to drive jitney he shall be paid the skilled differential and shall not be replaced during the job by a man working at less than the combination rate.

7. A dock or swing man may be required to drive lift or jitney, incidental to his other duties, for one hour or less for one gang per shift. Such incidental work shall not require payment of the skilled differential.

8. In the event that men request a lift jitney to make their work easier and such request is granted, they shall not receive the skilled differential.

9. Each gang boss shall be responsible for having one hold man in his gang and one alternate who is capable of driving lift jitney.

10. Whenever a lift jitney is sent into the hold, this man will drive such jitney. Whenever two lift jitneys are sent into the hold, the alternate will drive the second jitney.

11. When lift jitney work in the hold is for one-half ( $\frac{1}{2}$ ) hour or more, the skilled differential shall

be paid for all time such jitney or jitneys, as the case may be, are used.

## ORGANIZATION OF GANGS

1. Ship gangs shall consist of fourteen (14) men as follows:

1 Gang boss

2 Deck men

8 Hold men

2 Dock men

1 Combination lift truck and jitney driver.

2. Shovel gangs shall consist of eleven (11) men as follows:

1 Gang boss

2 Deck men

6 Hold men

1 Dock man

1 Combination lift truck and jitney driver

3. Combination man attached to the above gangs shall work as directed and shall receive the skilled differential except when no mechanical vehicle (lift truck or tractor jitney) is used in the operation or when electric platform trucks are used.

## PENALTY RATES

1. When handling bulk ore or concentrate, the following penalties shall apply over and above the basic straight or overtime hourly rate: normally dusty, the shovel rate of 20c straight time and 30c

overtime per hour; unusually dusty, 35c straight time and 52½c overtime per hour; extremely dusty, fine dry concentrates, 85c straight time and \$1.27½ overtime per hour. Subject to review as provided in Section 2, Article 5 of the Master Agreement.

2. The explosive penalty rate shall apply to all gangs and men working the ship whenever this Class A commodity, as defined by current Western Classification Rules, is being handled or secured by one or more gangs. The explosive penalty rate applies only when men are actually handling or securing explosives, and the basic straight time rate of pay shall apply to any travel time.

### DISPATCHING RULES

1. Tentative orders must be placed for day gangs by 3:00 P.M. and confirmed by 6:15 A.M. the following day for a 8:00 A.M. start.

Firm orders must be placed by

7:00 A.M. for a 9:00 A.M. start

8:00 A.M. for a 10:00 A.M. start

11:00 A.M. for a 1:00 P.M. or later start

2. Orders must be placed for night gangs by 3:00 P.M. for a 7:00 P.M. to 12:00 midnight start.

3. Firm orders must be placed by 11:00 A.M. on Saturday for a Saturday night start, day and night work Sundays.

4. Firm orders must be placed by 3:00 P.M. preceding any holiday for any work during a holiday.

5. Gang bosses shall be selected and removed by the Labor Relations Committee. The Union may make recommendations for additions to the gang boss list. The gang boss is in complete authority and will be held responsible for the function of his gang. The gang boss shall have the right to discharge from his gang any man for incompetence, insubordination, or failure to perform the work as required, in conformance with the provisions of the Agreement.

### HOLIDAYS

The following holidays will be recognized:

New Year's Day	Columbus Day
Lincoln's Birthday	Armistice Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	State-wide Election
Labor Day	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. On election day the work shall so be arranged as to enable the men to vote.

### SHIFTING OF BERTH

1. From the Port of Stockton to the Navy or the Navy to the Port of Stockton, the nine (9) hour shift shall be extended two (2) hours.

2. When shifting a ship from extreme ends of the Port when one company is finishing before the vessel

shifts and another company is to start after the vessel shifted, the two hour extension will be allowed.

F. JAWORSKI  
G. C. McDONNELL  
ALVIN C. SMITH  
I.L.W.U. Local 54 Labor Relations  
Committee

RALPH W. CLAY  
H. T. BURTON  
J. W. McKENNEY  
Stockton Waterfront Employers  
Labor Relations Committee

October 1, 1949

## PACIFIC COAST MARINE SAFETY CODE

1949 Revision

### Section 13-a (1)

"The Union and the Employers will abide by the rules set forth in the existing Pacific Coast Marine Safety Code which shall be applicable in all ports covered by the Agreement."—Pacific Coast Longshore Agreement, 1948 - 1951.

The parties adopt the following slogans which express the spirit in which the Safety Code is written. However, the conduct of operations shall be governed by the specific rules included in the Code.

*In a question of convenience vs. safety,  
safety first.*

*In a question of comfort vs. safety,  
safety first.*

*In a question of tonnage vs. safety,  
safety first.*

## FOREWORD

Recognizing the need for minimum safety standards for stevedoring operations, the Pacific Coast Marine Safety Code was originally developed by the Pacific Coast marine industry as a voluntary code for use in all ports of the Pacific Coast.

The work of drawing up the Code was delegated to the Pacific Coast Marine Safety Code Committee composed of delegates representing shipowners, waterfront employers, and longshoremen, from four districts comprising all of the major ports of the Pacific Coast, together with the General Chaitman, Byron O. Pickard, and a board of technical advisers.

The Code was adopted at special meetings of the Pacific Coast Marine Safety Code Committee held in San Francisco, August 2, 1929, Portland, August 19, 1930, Los Angeles, November 6, 1931, and San Francisco, October 21, 1932, and remained as a voluntary code until its inclusion in the November 1946 return-to-work agreement when it was included in the Longshore contract by the Waterfront Employers Assn. of the Pacific Coast and the I. L. W. U.

Under the 1948-1951 agreement, the Union and the Employers agreed to undertake a revision of the existing Code. This was done by the following Committee:

### I. L. W. U. International Officers

J. R. Robertson      L. Goldblatt  
G. Bulcke      H. Bridges

### I. L. W. U. Coast Committee

H. Bodine      L. B. Thomas

### P. M. A. Coast Committee

O. W. Pearson      E. N. W. Hunter  
M. Pennington      G. Jones  
H. Brown      H. W. Clark

I. L. W. U. Puget Sound Area  
F. Andrews      J. Maletta

I. L. W. U. Columbia River Area  
B. Mansfield

I. L. W. U. No. Calif. Area  
A. C. Anderson

I. L. W. U. So. Calif. Area  
E. Adams

I. L. W. U. Checkers  
C. Jackman

P. M. A. Puget Sound Area  
W. P. Alvick      R. C. Clapp

P. M. A. Columbia River Area  
H. C. Dyer      F. Sullivan  
R. E. Ferguson

P. M. A. So. Calif. Area  
T. W. Buchholz      C. L. Tilley

P. M. A. No. Calif. Area  
J. Feragen      E. F. Ebey  
S. Coppel      J. R. Snyder  
J. H. Travers

The revision was completed on September 29, 1949 and the revised Code is presented herewith.

## SECTION I

### SCOPE, PURPOSE, AND EXCEPTIONS

Rule 101. This Code applies to all operations performed under the terms of the basic longshore contract existing between the International Long-

shoremen's & Warehousemen's Union and the Pacific Maritime Association.

Rule 102. The purpose of this Code is to provide minimum requirements for safety of life, limb and health. In cases of practical difficulty or unnecessary hardship an employer or ship may make exceptions from the literal requirements of this Code and permit the use of other devices or methods, but only when it is clearly evident that equivalent protection is provided.

Rule 103. The word "shall" is to be understood as mandatory and the word "should" as advisory.

## SECTION II

### APPORTIONMENT OF DUTIES

Rule 201. The owners and/or operators of vessels shall provide safe ship's gear and equipment and a safe working place for all stevedoring operations on board ship.

Rule 202. The employer shall provide, so far as the same shall be under his control, a safe working place for all operations.

Rule 203. The employer shall provide for the proper and safe condition of all stevedoring gear supplied by him.

Rule 204. The employer shall require the use of safe processes and practices.

Rule 205. The safety duties of the supervisory personnel, walking boss, ship and dock foremen, and assistant ship and dock foremen, are:

(a) To see that all working conditions are safe and that the gear is in apparent safe working condition during the operation.

(b) To permit operations on or in ship's decks,

holds, piers or other places only when they are adequately lighted.

(c) To see that operations are carried on in a safe manner.

(d) Where conditions warrant and he is not in immediate touch with his superintendent or other employer's representative, to stop the work if necessary to avoid accidents.

Rule 206. The safety duties of the hatch, dock, gang, or other group leader, are:

(a) To be in direct charge of his gang or group and to see that all work is done in a safe manner.

(b) To report promptly to his foreman or walking boss or other employer representative on the job any defect in the gear or machinery or any unsafe working condition.

(c) To instruct the men under him in the proper and safe methods of handling cargo, gear, and equipment.

(d) In the event that he finds it impossible to get in touch immediately with his foreman or walking boss or other employer representative on the job, to himself stop the work upon discovery of any defective gear until his foreman or walking boss or other employer representative on the job shall have had opportunity to pass upon the situation.

Rule 207. The safety duties of the person designated as hatch tender or signal man, are:

(a) To consider himself as the safety man for the gang, and for this purpose to cooperate with his foreman or walking boss or other employer representative on the job for the safety of the men during operations.

(b) To see that all ship's cargo handling gear is at all times properly secured and in apparent safe



working condition and that the space over which he has to travel in following the hook is clear of obstructions.

(c) To see that the save all is properly made fast.

(d) To see that hatch beams, or strongbacks and hatch covers which are removed are stowed in a safe, orderly manner.

(e) To see that strongbacks adjacent to sections through which cargo is to be worked are locked, bolted, or otherwise secured before hoisting operations are started.

(f) To see that all loads are properly slung before being hoisted.

(g) To control the movements of sling loads by positive signals to the winch driver.

(h) To keep the sling load in sight when it is moving and warn all persons in danger of being injured by the movement of cargo.

(i) To allow sling loads to be hoisted or lowered only when there is no danger of striking a person who is ascending or descending a ladder in his hatch.

(j) To see that, when it is necessary to hold loads, they are held over or landed on the deck, and not suspended over heads of men working under the hook.

(k) To enforce the rule that riding cargo hook, or any gear, or load attached thereto, is prohibited except in emergency and then only under the order and direct supervision of his foreman, walking boss or other employer representative.

(l) To remain on the job until all men in his gang are out of the hold.

Rule 208. The safety duties of the winch driver are:

(a) Before starting hoisting operations:

(1) To see that steam winches are free from water.

(2) To see that the cargo falls are in good order and properly secured to the winch drums.

(3) To see that winches are in good working order by running them in hoisting and lowering position without load, and that all guards are in place.

(4) To see that winch extension levers, when used, are securely fastened.

(5) To report any defects to his foreman or walking boss or other employer representative on the job.

(b) To see that the working place provided for him is kept in good order and that all means are taken to prevent his slipping.

(c) If he uses an improvised seat, to see that it is sufficiently strong to support his weight and is so placed that it will not slip, tip over or put him in danger of falling into the hatch. When seated, to keep his feet and legs out of the hatchway.

(d) To operate winches only on clearly understood signals.

(e) At all times to operate the winch in a safe manner, keeping the load under complete control so that the same may be stopped or hoisted instantly.

(f) To see that men's fingers are in the clear before raising strongbacks from or lowering them into the sockets.

(g) To hoist or lower slings or sling loads only when there is no danger of striking a person who is ascending or descending a ladder in his hatch.

(h) To see that when it is necessary to hold loads,

they are held over or landed on the deck and not suspended over heads of men working under hook.

(i) To report at once winches that are not properly oiled, or are in any other way defective, to his foreman or walking boss or other employer representative on the job.

(j) When leaving winch unattended, to see that the power is turned off, and where provisions are made to do so, to lock levers in neutral.

(k) To enforce the rule that riding cargo hook or any gear or load attached thereto is prohibited, except in emergencies and then only under the order and direct supervision of his foreman or walking boss or other employer representative on the job.

(l) To remain on the job until all men in his gang are out of the hold.

Rule 209. The safety duties of the tractor, jitney, lift truck or combination operator are:

(a) To test brakes, steering gear, and mechanisms for raising, lowering, and tilting forks before starting work and to report any defect to his foreman or walking boss or other employer representative on the job.

(b) To operate lift truck in such a manner as to give him an unobstructed view in the direction of travel.

(c) To be especially cautious when approaching blind corners, or other places where vision is limited.

(d) To obey all speed and traffic regulations and other applicable haulage equipment rules.

(e) To have the vehicle at all times under control so that it can be brought to an emergency stop in the clear space in front of the vehicle.

(f) To permit an employee to ride on haulage

equipment only on specific instructions from his foreman or walking boss or other management supervisor in charge of operations.

(g) To shut off motor when leaving vehicle.

(h) To operate vehicle from seat or platform only and not while standing or walking alongside.

(i) At all times to operate his vehicle in a safe manner.

Rule 210. The safety duties of longshoremen and all other employees, in addition to those printed elsewhere in this Code, shall be to use the safety devices provided; to practice the safety methods prescribed; and to cooperate in all that makes for safety.

### SECTION III

#### FIRST AID, SANITATION AND PERSONAL PROTECTIVE EQUIPMENT

Rule 301. An injury of any kind, irrespective of its severity shall be reported immediately to the foreman or walking boss, or man in charge of operations by the injured person, if he is physically able to do so. If not, the injury shall be reported by any other person in possession of the facts.

Rule 302. The foreman or walking boss in charge of operations shall arrange immediate and proper first aid for the injured party. Non-professional first aid shall not be attempted in cases of serious injury, or those involving eyes.

Rule 303. The foreman or walking boss in general charge of the operations shall investigate and render a full report of the accident to the employer.

Rule 304. An approved first aid kit shall be made

available by the employer when and where operations are being carried on.

Rule 305. The first aid kit and the first aid room, where one is provided, shall be in charge of, maintained, and kept fully stocked by a designated employee or employees who are authorized to render first aid to the injured.

Rule 306. One or more stretchers of an approved type, suitably equipped for use with hoisting gear, shall be made available by the employer wherever operations are carried on.

Rule 307. Facilities shall be provided by the employers for the training of persons who wish to qualify to render first aid. All arrangements for first aid training shall be made through the Area Accident Prevention Committee.

Rule 308. Notices shall be exhibited by every employer in a prominent position at each pier or wharf on which he operates, stating:

(a) The position of the first aid kit, cabinet, or first aid room, and the name of the person in charge thereof.

(b) The telephone number of Emergency Hospital, or Ambulance Service.

(c) Name, address and telephone number of Company's physician and hospital, where applicable.

Rule 309. Adequate telephone facilities shall at all times be made available within a reasonable distance from the place at which operations are being carried on.

Rule 310. Provisions for the rescue of persons from drowning shall be made and maintained and shall include life rings, with adequate life line attached, at readily accessible points on each pier apron

or bulkhead. One or more portable or permanent ladders giving access to the surface of the water, shall be provided.

Rule 311. At all places where operations are being carried on, drinking water in covered clean utensils or devices with sanitary drinking cups or from sanitary fountains, shall be conveniently available.

Rule 312. Conveniently accessible toilets and wash basins, where possible, shall be available at all times for the use of persons engaged in the operations. Such toilets and wash basins shall be kept clean and in good order.

Rule 313. When goggles and respirators are required, they shall be provided by the employer.

Rule 314. Goggles or respirators, after having been used, shall be cleaned and sterilized before being reissued to another person.

Rule 315. Longshoremen shall wear—

(a) Approved goggles when handling cargo liable to injure or irritate the eyes;

(b) Respirators of an approved type when handling cargo liable to injure or irritate the respiratory passages and lungs.

Rule 316. Employer shall furnish, when necessary, protective clothing to employees when handling cargo which may cause burns or skin irritations.

#### SECTION IV

#### MACHINES AND POWER TRANSMISSION EQUIPMENT

Rule 401. Shields, screens, or other protective devices shall be provided which will prevent contact

with gears, friction drives, cranks, connecting rods, and all other exposed moving parts of winches and other machinery.

Rule 402. All projecting set screws on moving parts shall be replaced by countersunk or headless set screw unless moving part is so guarded that contact is impossible. No part of the set screw shall project above the surface.

Rule 403. Shaft keys, unless enclosed by the housing of the machine, shall be flush or protected with cylindrical safety sleeves.

Rule 404. Removal of existing protective appliances during operations is prohibited.

Rule 405. Winches, conveyors, belts, and all driving gears may be lubricated while in motion only when this can be done without danger.

Rule 406. Lubricating and oiling while a machine is in motion may be done only by persons authorized to do so.

Rule 407. Cleaning of machine parts shall be done only when the machine is stopped.

Rule 408. Stowing machines used in connection with operations shall at all times be properly secured to prevent shifting.

Rule 409. Where gasoline-powered stowing machines are located in a lower deck or other confined space, the exhaust shall be led topside to open air and away from hatch opening.

## SECTION V

### GENERAL SAFETY RULES

Rule 501. Employers and employees shall do everything possible to prevent fires. Smoking shall be

permitted on board ship or on piers in designated areas only.

Rule 502. All horseplay on ships or terminals is prohibited.

Rule 503. No one shall be allowed to turn to or remain on the job if under the influence of intoxicating liquor.

Rule 504. Excessive noise shall be eliminated. Chipping and scaling of decks, bulkheads or sides of vessels by ship's crew or shipyard personnel shall not be carried on in the immediate vicinity of hatches in which cargo is being worked.

Rule 505. There shall be no spray painting or sand blasting in the immediate vicinity of longshore operations.

Rule 506. Ship's crew or repair crews shall not be permitted to work in rigging over heads of men working in the hold or on deck, or apron.

Rule 507. All electric arc or gas welding operations shall be so shielded as to prevent injuries to the eyes of employees working in the near vicinity.

Rule 508. When welding or burning is being done in a hatch in which longshoremen are working, necessary precautions shall be taken to prevent hot metal from falling on men working below.

Rule 509. Necessary safety precautions shall be taken and guards posted before permitting work to be done in the immediate vicinity where fumigation by means of cyanide or other toxic gas is being carried out on wharves, piers or bulkheads. Where possible, the use of special fumigation chambers is recommended.

Rule 510. Where noxious gases may be present

in holds or compartments, or when the ship has been fumigated, such places shall be declared clear of gas by a qualified inspector before employees are permitted to enter.

Rule 511. Entering dark holds, decks, compartments or other places without flashlight or other approved portable light is prohibited.

Rule 512. The carrying of open flame lights, such as candles, torches, and oil lamps, is prohibited in operations aboard ship.

Rule 513. When cargo of a highly flammable nature, such as cotton, sisal, jute, etc. is being worked, the ship shall take the necessary steps to ensure that an incipient fire can be immediately controlled.

## SECTION VI

### HOUSEKEEPING AND LIGHTING

Rule 601. When dangerous or broken floors of piers and bulkheads cannot be temporarily repaired in an adequate manner, they shall be properly fenced until repairs are made.

Rule 602. No fencing, gangway, gear, ladder, life-saving means or appliances, lights, marks, stages or other things whatsoever required to be provided under this Code shall be removed or interfered with by any persons except when duly authorized or in case of necessity, and shall be restored at the end of the emergency period for which its removal was necessary.

Rule 603. Dock doors having counterbalances shall have the counterbalances so enclosed that it is impossible for a man to walk under them.

Rule 604. Docks, piers, wharves or terminals shall be maintained in a safe condition. All surfacings and pavings shall be maintained in good repair.

Rule 605. All decks, aprons, floors, and other places where persons are engaged in the operations shall be kept free from litter, and reasonably clean, and passageways shall be kept open.

Rule 606. Grease, oils, etc. spilled where operations are being carried on shall be immediately covered by sand or other suitable material.

Rule 607. A liberal supply of sand or other suitable material shall be kept readily available on each terminal and vessel for use on slippery places.

Rule 608. When main decks are intentionally oiled or painted for protection preparatory to stowing a deck load, safe walkways shall be provided by the ship by use of sand, dunnage, or other suitable non-slip material.

Rule 609. In order to provide safe access for handling lines while mooring and unmooring ships, lumber and other cargo should not be piled within approximately four feet (4') of the edge of any wharf or pier.

Rule 610. Safe means of access to high piles in terminals, warehouses or on lighters shall be provided. Jumping or climbing up or down on pieces of lumber protruding from tiers is prohibited.

Rule 611. Whenever car plates of any type are used they shall be of sufficient width to approximately fill the car door opening.

Rule 612. Whenever car plates of any type are used they shall be fastened to prevent slipping of plates.

Rule 613. When car plates are not being used they shall be stored in such a place and in such a manner as not to create a hazard for persons using the aprons, pier or terminals.

Rule 614. All places where persons are employed as well as regular passageways to a wharf, pier, terminal or vessel shall be safely and sufficiently lighted.

Rule 615. One or more lights shall be kept burning after dark on the ship or apron near the gangplank or other means of access to the ship.

Rule 616. Lights on ships and aprons shall be so located as not to shine into the eyes of, or otherwise interfere with, the vision of winch drivers, crane operators or signal men.

## SECTION VII

### ACCESS TO VESSELS AND HOLDS

Rule 701. When a ship is lying at a pier or wharf there shall be provided at all times a safe means of going to and from the ship consisting of a gangplank or other equally adequate and safe method. Such means of access shall be adequately lighted during hours of darkness.

Rule 702. Where a gangplank is reasonably practicable, a gangplank approximately twenty-two inches (22") wide shall be provided and properly secured to the ship. Such gangplank shall be provided with a two rail railing on each side; such railing shall be approximately three and one-half feet (3½') high, the upper and lower rails to consist of wood, taut ropes or chains or other equally safe devices.

Rule 703. A life net furnished by the vessel shall be rigged under all gangplanks or accommodation ladders in such a manner as to prevent a person from falling between the ship and dock.

Rule 704. Gangplanks, accommodation ladders and gangways shall be placed or shifted in a safe

manner using mechanical equipment as necessary for this purpose.

Rule 705. All persons going to and from the ship shall use the approved means provided. Short cuts over side via cargo slings, save alls, moving conveyors, etc., are prohibited. Jumping to or from any barge, scow, tug or lighter is prohibited.

Rule 706. If a ship, boat, or other vessel is alongside any other ship, boat, or other vessel and persons employed are required to pass from one to the other, a safe means of access shall be provided by the ship, boat or other vessel which has the higher freeboard.

Rule 707. When working barge, scow, raft, or log boom alongside ship, a properly secured double rung or step Jacob's ladder, and a life ring, shall be provided for each unit of operation.

Rule 708. When men are working on rafts or booms, a rowboat shall be immediately available.

Rule 709. Life lines shall be furnished and hung overside to water's edge when men are working on log booms or cribs.

Rule 710. A ladder shall be provided in all holds where employees are engaged in operations.

Rule 711. All ladders providing access to holds shall be kept in repair and in safe condition. When rungs are broken or missing or ship's ladders are otherwise unsafe, they shall be blocked off pending repair and portable ladders, properly secured, shall be provided.

Rule 712. Hold ladders shall be kept clear and no cargo stowed within six inches (6") from back of ladder rungs.

Rule 713. If cargo is stowed so as to block off the

permanent hold ladders, portable ladders shall be provided and be properly secured.

Rule 714. The riding of moving conveyors, other than escalators or other devices especially designed for transportation of men, is prohibited. Such special devices as are permissible for transporting men in and out of vessels may be ridden only when the operator is at the controls.

Rule 715. Riding cargo hook is prohibited, except that in emergencies specially prepared slings may be ridden in and out of the holds under the order and direct supervision of the designated foreman or walking boss in charge.

#### SECTION VIII SAFE PRACTICES IN PREPARATION FOR AND SECURING FROM CARGO HANDLING

Rule 801. The place for winch drivers to stand or sit shall be kept in good order and all means taken to prevent slipping or falling of the seat or of the driver.

Rule 802. When any parts of the ship such as mast stays are so located as to make it impossible to provide a safe place for the winch driver to stand when driving double, either the stays shall be unshipped or the winches be driven single.

Rule 803. Where necessary to ensure safe operation, steam winches controlled by a horizontal lever shall have said lever counterbalanced by a properly secured weight.

Rule 804. Where extensions to operating levers of winches are used, they shall be furnished by the

employer or vessel and be constructed of material of sufficient strength and securely attached to the regular levers.

Rule 805. The winch fall should be so wound on drum that the lever is operated in the same direction as the load.

Rule 806. When winch controls are located so as to expose winch driver to bight of the fall, a preventer shall be placed on the lead block at the heel of the boom. The preventer shall be not less than three-quarter inch ( $\frac{3}{4}$ " ) wire cable, or equivalent, rove in reasonably snug and secured by such means as will develop at least 80% of the strength of the preventer.

Rule 807. Measures shall be taken to prevent escaping steam from obscuring any part of the decks, gangways, stages, wharf, or other place, or otherwise hindering or injuring any person employed in the operations.

Rule 808. Deck loads shall be so stowed as not to interfere with safe operation of winches.

Rule 809. Access from deck load to winches and decks shall be provided by means of steps or ladders.

Rule 810. There shall be eight inches (8") horizontal clearance between outboard edge of deck load and the inboard edge of bulwark rail except in places where a pendant or other device is provided to preclude sending a workman down ship's side to secure or handle boom guys, preventers, etc.

Rule 811. When working cargo over a deck load, a safe walkway from rail to coaming shall be provided for the designated signal man.

Rule 812. Safe fore and aft walk or passageway over deck loads shall be provided when necessary.

Rule 813. When it is necessary to work cargo on a skeleton deck, safe decking shall be provided unless the workmen can work safely from the cargo stowed below such skeleton deck.

Rule 814. Temporary tables on which loads are to be landed shall be of sufficient size and strength to permit the men thereon to work in safety.

Rule 815. When an edge of a permanent landing platform is so exposed that there is danger of falls of persons, the edge should be guarded by a line, save all or railing so placed as not to interfere with movement of cargo.

Rule 816. All hoppers used in the discharging of bulk cargo on which it is necessary for a man to work shall be equipped with a safe walkway. A safe means of access shall be provided.

Rule 817. In order to furnish a clear space for handling hatch covers and strongbacks during covering and uncovering operations, and the entire hatch is to be opened at following ports, cargo in 'tween decks shall be so stowed as to provide a clear space of thirty-six inches (36") around the hatch coaming. Such clearance should be designated by appropriate marking.

Rule 818. When deck loads are stowed closer than three feet to a hatch coaming, life lines shall be rigged for the safety of men handling strongbacks and hatch covers on main decks.

Rule 819. Where cargo is stowed on a section of a hatch, a space of thirty-six inches (36") shall be left for safe handling of individual hatch covers from the adjoining section. In the application of this rule and the foregoing rules dealing with thirty-six inches

clearance in stowage of cargo around hatch openings, Rule 102 shall apply.

Rule 820. Employees shall never ride strongbacks or beams; nor shall they unnecessarily walk on or climb upon those in place.

Rule 821. Longshoremen shall not be hoisted aloft; booms shall be lowered for changing gear or making necessary repairs.

Rule 822. Guys and preventers, when used, shall be so adjusted as to divide the strain, as nearly as practicable, equally between them and shall be checked at frequent intervals.

Rule 823. Booms shall not be raised or lowered except under the direction of the foreman or walking boss or hatch tender in charge of the hatch.

Rule 824. The foreman or walking boss or hatch tender in charge of the hatch shall personally supervise the removal or replacement of hatch covers, strongbacks or beams.

Rule 825. When employees are below, they shall stand in the clear while strongbacks and hatch covers are being taken out or put in place.

Rule 826. No cargo shall be worked through a section of a hatch unless the strongback of the adjacent section is bolted, locked or secured by other means.

Rule 827. Cargo shall not be landed on or handled over a covered hatch or 'tween deck unless the blind beam is in place under the hatch covers.

Rule 828. Strongbacks and hatch covers shall be so stowed as not to interfere with a safe walkway from rail to hatch coaming or fore and aft, and so secured that they cannot be tipped over or dragged into



hatches or overboard by drafts or gear. This applies to all decks including deck load.

Rule 829. When work in a hatch is finished for the day and it is necessary to close hatches, top deck hatch covers, or night hatches or tents shall be put on or safety lines stretched around the hatch coamings.

Rule 830. Manholes and other deck openings which are flush with deck shall be protected through using either covers or railings.

## SECTION IX

### HANDLING OF CARGO AND PRACTICES INCIDENT THERETO

Rule 901. Sling loads shall not be held suspended over men's heads.

Rule 902. Sling loads that are improperly slung shall not be hoisted.

Rule 903. No cargo shall be loaded or unloaded by a fall or sling at any intermediate deck unless either the hatch at that deck is safely covered or a secure landing platform of a width not less than that of one section of hatch coverings has been placed across the hatch.

Rule 904. Blocks, crow bars, slings, and other equipment shall not be thrown from deck to ship's hold or from ship to pier or lighter, or from pier to ship or lighter.

Rule 905. Stowed or piled cargo, either in ship's holds, on piers, or in terminal sheds, which is likely to shift or roll, shall be secured or blocked.

Rule 906. Material shall be so piled that it will not collapse when part of pile or adjoining piles are removed.

Rule 907. Precautions shall be taken to prevent the falling, sliding, or spreading of cargo raised or lowered by hoisting gear.

Rule 908. When sling loads of dunnage, lumber, or pipe are being hoisted in or out of hatch in one sling, all men below shall stand in the clear.

Rule 909. Where practicable, double slings shall be used on all types of cargo where there is danger of sliders, such as dunnage, lumber, pipe, etc.

Rule 910. Buckets, tubs, etc., used in handling bulk cargo shall not be hand loaded above the rim.

Rule 911. When assisting to steady in hoisting or landing a sling load, longshoremen shall not stand in the line of travel of the load nor between the load and any nearby fixed object and shall always face the load. Drafts should be lowered to shoulder height before longshoremen take hold of them for steadying or landing.

Rule 912. A sling load or draft shall not be lifted with a chain having a kink or knot in it.

Rule 913. A chain shall not be shortened by bolting, wiring or knotting.

Rule 914. A broken chain shall not be used until the proper repairs are made. Proper repairs shall include patent links of equivalent strength. Wire shall never be used to marry two ends of chain.

Rule 915. Standing in bight of line is prohibited.

Rule 916. When using a bull line to move cargo, the longshoremen shall stand out of the bight and clear of the throw of the lead and hook.

Rule 917. The cargo gear while rigged for hoisting shall not be used for bull line operations.

Rule 918. Men trimming bulk cargo shall be checked in and out of the hold, box car or elevator.

Rule 919. Electric trimmers used for bulk cargo containing explosive dust shall be disconnected from conductors before being lowered into holds. The electric current shall be kept shut off while conductors are being secured to or disconnected from the trimmers. Motors shall be of the explosion-proof type. There shall be no sparking device, switch, collector rings, etc. in the hold. All controls shall be located outside of the explosive area and shall be of the "explosion-proof" type.

Rule 920. When men are working in the square of the hatch, bales of cotton, wool, cork, gunny bags, or other similar articles shall not be hoisted by hooks attached to the bands or fastenings of such bales.

Rule 921. Grabs and tongs shall not be used to hoist timbers, logs, or piling to or from ship.

Rule 922. Where two gangs are working in the same hatch on different levels, a net shall be rigged and securely fastened so as to prevent men or cargo falling on men below.

Rule 923. The handling of explosives shall be in accordance with Coast Guard regulations.

## SECTION X

### HAULAGE EQUIPMENT

Rule 1001. Every power truck operated from an end platform or pedal position shall be equipped with a substantial guard securely attached to the platform or frame of the vehicle in such a manner as to protect the operator and so designed that the operator can easily mount or dismount from his operating station.

Rule 1002. Exhaust pipes, connections, and mufflers on gasoline motor driven vehicles shall be kept tight. Exhaust pipes on lift trucks shall be so constructed as to discharge into the air not less than one foot above the head of the vehicle operator when in operating position.

Rule 1003. Internal combustion engine driven vehicles shall be used only where ventilation exists or is provided which will keep the carbon monoxide content of the air at or below the permissible level of 100 parts per million.

Rule 1004. Fork lift trucks shall be equipped with an overhead guard of strength and design adequate to prevent injury to operator from falling objects, except that, where the construction of the truck is such that the presence of overhead guards would prevent truck from entering box car or 'tween decks, the guard may be removed during such operation.

Rule 1005. Power-driven vehicles shall be operated at a safe speed compatible with conditions and with city and state laws.

Rule 1006. Employees shall not ride on haulage equipment except when authorized in line of duty.

Rule 1007. When in line of duty an employee is specifically authorized to ride a truck, tractor, or trailer, he shall sit or stand so that he has a secure hand hold; so that no part of his body extends beyond the sides of the vehicle; so that he will not be injured by shifting or moving loads and will not be overbalanced or thrown off due to a sudden stop, jolt, or turn.

Rule 1008. Riding on tongues or handles of trailers or forks of lift trucks is prohibited.

Rule 1009. Jumping on or off moving vehicles is prohibited.

Rule 1010. Only authorized vehicle operators or mechanics shall be permitted to crank vehicle motors.

Rule 1011. When lift trucks are parked, forks shall be tilted forward and be flush with floor and clear of aisles. When moving, lift truck forks shall be kept not less than four inches (4") nor more than six inches (6") above the floor.

Rule 1012. Gasoline tanks shall not be filled while engine is running.

Rule 1013. When filling gasoline tanks, the hose nozzle shall be kept in constant contact with the tank in order to prevent ignition of vapor by static sparks.

Rule 1014. Gasoline tanks shall not be opened, filled, or left open while anyone is smoking in the vicinity.

Rule 1015. Gasoline tanks shall not be opened, filled, or left open except in specially designated areas.

Rule 1016. Charging-board switches shall be pulled before connecting or disconnecting batteries of electric trucks.

Rule 1017. No load on a lift truck or crane shall be suspended or swung over any workman.

Rule 1018. Lift truck shall not travel with load of empty boards which exceeds the height of mast.

Rule 1019. Cargo shall be hoisted to ship's deck with a lift truck only when the load can be set on the vessel safely.

Rule 1020. The rated capacity of all lift trucks shall at all times be posted on the vehicle in such a manner that it is readily visible to the operator. Un-

less the truck has counterbalances added, loads in excess of the manufacturer's rated capacity shall not be lifted, carried or moved by lift trucks.

Rule 1021. When lift trucks are used in railway cars which have a bad floor, the floor of the car shall be covered with metal plates.

Rule 1022. Railroad cars shall not be moved until it has been assured that the way is clear, nor without due warning being given to any exposed person. When persons are working in between or underneath railway cars there shall be a person stationed nearby to warn of any movement of the cars.

Rule 1023. Falls led from cargo booms shall not be used to move railroad cars on docks.

Rule 1024. Ship's winches may be used to move railroad cars only if a bull line is properly rigged so as to give a direct lead to gypsy head or winch drum.

Rule 1025. When railroad cars are worked on any pier or bulkhead, stripping and stakes shall be piled in such a manner and in such a place that they will not create a hazard.

## SECTION XI

### SHIP'S GEAR

Rule 1101. All bridles for removing strongbacks or beams from hatch coamings shall be of sufficient length so that strongbacks can be hooked on without climbing out on beams to do so.

Rule 1102. Holes in strongbacks or beams for attaching bridles shall be located within reaching distance from the coaming so that the bridle may be attached without the men climbing on the strongback or beam.

Rule 1103. Hand line shall be attached to each leg of strongback and pontoon hatch cover bridles for use in preventing swinging of hatch beams, strongbacks, and pontoons. These hand lines should not be less than ten feet (10') in length.

Rule 1104. Shackles or toggles shall be used on strongback bridles in place of hooks. Toggles shall be so constructed that one half the length of the toggle exceeds by one inch the longest diameter of the hole in which it is to be placed.

Rule 1105. All boom guys and gin blocks shall be secured by safety shackles or other type shackles properly moused.

Rule 1106. When preventers are used on booms, they shall be secured to the boom independently of the working guys, except in the case of cast fittings where the strength of the casting exceeds the total strength of all lines which are secured to it.

Rule 1107. When deck loads extend above the bulwarks and eight inches (8") clearance is not provided between outboard edge of deck load and bulwarks, there shall be a pendant of sufficient length to preclude sending a workman over side of deck load to secure or release the boom guy or preventer from the deck or bulwark ring bolt.

Rule 1108. Unless the ship is equipped with topping lift winches, it shall furnish a sufficient number of topping lift stoppers for safely handling topping lifts. The anchor end of all stoppers shall be shackled or otherwise suitably secured to pad eyes, king posts, or objects of sufficient strength to stand the strain, and the stoppers shall always be so placed that they are in line with the lifts before the strain is on them. Stoppers shall be of sufficient length.

Rule 1109. Cargo booms shall be tested and have approved capacity as a swinging boom plainly marked in a conspicuous manner and place, preferably at the heel of the boom.

Rule 1110. Portable hatch rollers, when used, shall be firmly attached or secured to hatch coamings and shall have wire preventers in addition to the regular clamps.

Rule 1111. Broken, split, or ill-fitting hatch covers shall be replaced at once.

Rule 1112. Sufficient hatch covers of proper dimensions to insure a tight cover for each deck shall be supplied at all times during operations.

Rule 1113. All hatch covers, and fore and aft and thwartship beams, insofar as they are not interchangeable, shall be kept clearly marked to indicate the deck and hatch to which they belong and position therein.

Rule 1114. Adequate hand grips shall be provided on all hatch covers.

Rule 1115. Deflectors shall be used to prevent liquids from overboard discharges from reaching the pier apron or lighter.

Rule 1116. Inspection of ship's cargo gear shall be made by the ship's officers before gear is used for stevedoring operations. The ship's officers shall give all assistance possible in maintaining the gear in safe condition while in use.

## SECTION XII

### STEVEDORE GEAR

Rule 1201. If tools, materials, appliances, or any gear are at any time found to be out of repair, de-

fective, or in any way unsafe, employees shall report the same immediately to the person in charge of the work. Any unsafe or doubtful gear shall be discarded, marked and so placed that it cannot be used by longshoremen.

Rule 1202. Gear and equipment not in use shall be stowed clear of area in which operations are being carried on.

Rule 1203. Wire bridles shall have a covering of marline, rubber hose, or other suitable protection for men's hands over lower splices.

Rule 1204. Save alls shall be stretched, hung, and safely secured to vessel and dock when general cargo or lumber from car is being worked.

Rule 1205. When working cargo between the second story of a transit shed and a ship, a save all shall be stretched from the second story platform to the deck of the ship.

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