

PACIFIC COAST LONGSHORE AGREEMENT

1951-1953



**WITH ILWU-PMA
PENSION AGREEMENT**

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PACIFIC COAST LONGSHORE AGREEMENT 1951 - 1953

THIS AGREEMENT, dated June 16, 1951, by and between the Pacific Maritime Association, on behalf of its members (hereinafter designated as the Employer), and the International Longshoremen's and Warehousemen's Union, on behalf of itself and each and all of its longshore locals in California, Oregon and Washington, and all employees performing work under the scope, terms and conditions of this Agreement (hereinafter designated as the Union).

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

WITNESSETH:

This Agreement shall become effective on June 16, 1951, 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, 1953, 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.

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.

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

(c) The following occupations shall be in-

cluded 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 as of September, 1948, 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 one hour. Men and gangs shall go to supper or breakfast when ordered to do so. In such cases the men shall be paid for or furnished with one meal. When men are ordered back after such meal hour they shall be paid the actual time worked with a minimum of 2 hours.

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.

On a final night shift, when a vessel is shifting or sailing, a gang or gangs, who have been paid from 7:00 p.m. to midnight, may be released and their gear priority shall then be suspended. Any gang or gangs ordered back after midnight retain their gear priority, but shall shift to other gears or hatches as directed.

The final shift, day or night, is that last shift working when finishing a ship for the purpose of shifting or sailing or to lay idle for 24 hours or more.

(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) A three (3) hour leeway shall be allowed, thus extending the nine (9) hour shift to a twelve (12) hour shift in order to finish a vessel for sailing, 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. Under these circumstances the 12th hour will be worked at no premium.

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, Joint Port Labor Relations Committees may, by mutual agreement of the parties, make limited exceptions to this rule.

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) Joint Port 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 Joint Port Labor Relations Committee and the men so notified. The days off so scheduled shall remain in effect until changed by the Joint Port 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 ninety-seven cents (\$1.97) per hour for straight time, nor less than two dollars and ninety-five and one-half cents (\$2.955) per hour for overtime. These rates shall become effective 8:00 a.m., Monday, June 18, 1951.

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

I. Basic Straight Time Rate

First 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. 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	\$2.07	.....	.....	.....
Donkey Driver	2.07	.....	.....	.....
Winch Driver	2.07	.....	.....	.....
Hatch tender	2.07	.....	.....	.....
Sack turner	2.07	.....	.....	.....
Side runner	2.07	.....	.....	.....
Boom Man	2.07	.....	.....	.....
Blade trucker \$2.07 on the dock; \$2.17 (aboard ship).				
Stowing mach. driver	2.07	.....	.....	.....
Combination Lift Truck-Jit- ney Driver	2.07	.....	.....	.....
Lift Truck Driver	2.07	.....	.....	.....
PORTLAND, OREGON AND COLUMBIA RIVER DIS- TRICT PORTS (1)— SOUTHWESTERN ORE. PORTS.				
Gang Boss		\$2.12	\$2.17 (Coos Bay)	.....
Burton man	2.07	.....	.....	.....
Winch driver	2.07	.....	.....	.....
Hatch tender	2.07	.....	.....	.....
Sack turner	2.07	.....	.....	.....
Side runner	2.07	.....	.....	.....
Boom man	2.07	.....	.....	.....
Stowing mach. driver (in- cludes donkey driver, bull winch driver)	2.07	.....	.....	.....
Combination Lift Truck-Jit- ney Driver	2.07	.....	.....	.....
Lift Truck Driver	2.07	.....	.....	.....

Crane chaser 2.07

(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 Min-utes of March 13, 1945) he shall receive \$2.07 straight time.

SAN FRANCISCO

Gang Boss	\$2.12	.....	.....
Winch driver	2.07	.....	.....
Hatch tender	2.07	.....	.....
Combination Lift Truck-Jit- ney Driver	2.07	.....	.....
Lift truck driver	2.07	.....	.....
SOUTHERN CALIFORNIA			
Burton man	2.07	.....	.....
Winch driver	2.07	.....	.....
Hatch tender	2.07	.....	.....
Guy man	2.07	.....	.....
Combination Lift Truck-Jit- ney Driver	2.07	.....	.....
Lift Truck Driver	2.07	.....	.....

Gang Boss (Port Hueneme) \$2.32

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

The Joint 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 in the table inserted at the end of the Agreement.

(2) 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 fifty cents (\$2.50) per night for lodging and one dollar and fifty cents (\$1.50) per meal.

SECTION 6. VACATIONS

(a) Each member of the Pacific Maritime Association 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 weeks' vacation with pay, provided he shall have worked 1344 hours or more in the previous payroll year;

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

(2) Longshoremen shall be credited with hours of work performed for employers subject

to this Agreement as longshoremen, carloaders and unloaders or dock workers under collective bargaining contracts to which the said employers are parties, but no worker shall receive two vacations in the same year, one under this Agreement and another under a carwork or dockwork agreement.

(3) In the large ports (as defined by the welfare program) if a man suffers an industrial injury on the job he shall be given an allowance up to 100 hours maximum based on 40 hours per week when off a full week and 8 hours per day when off part of a week. In order to qualify for this credit the man must have averaged 27 hours per week for the 4-week period prior to the injury and 27 hours per week averaged over an 8-week period after he returns to work. In the small ports (as defined by the welfare program) a man must have worked an average of 14 hours per week for the 4-week period preceding the injury and 14 hours per week averaged over an 8-week period after he returns to work. The hours credited up to the maximum allowance of 100 hours for an industrial injury on the job shall be used for the purpose of qualifying for either one week's vacation or two weeks' vacation.

(4) 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.

(5) 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 Joint Port 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.

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

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

(8) 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.

(9) 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 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.

SECTION 7. HIRING, DISPATCHING, REGISTRATION AND PREFERENCE

(a) Hiring and Dispatching Halls

(1) The hiring and dispatching of all longshoremen shall be through halls maintained and operated jointly by International Longshoremen's and Warehousemen's Union and the Pacific Maritime Association. 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 accordance with provisions of Section 16(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 and dispatching 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 support of the hall paid by each member of the Union, and shall pay to the Union a fair proportionate share of the Union's cost of negotiating, procurement, administration and defense of the contract.

(3) Non-association employers shall be permitted to use the hiring and dispatching hall only if they pay to the Association, for the support of the hiring hall, the equivalent of the dues and assessments paid by the Association members. Such non-member employers 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 Joint Labor Relations Committee of the Port. Dispatchers shall be selected by the Union through elections in which all candidates shall qualify according to standards prescribed and measured by the Joint Labor Relations Committee of the Port. If 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 16(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 Joint Port Labor Relations Committee, and shall be removable for cause by the Joint Port Labor Relations Committee.

(4) The employer, when desired, shall be permitted to maintain a representative in the Hiring Hall at all times. The Joint Port Labor Relations Committee shall permit any authorized representative of the employers or the employees to inspect hiring hall records.

(c) Registration

(1) The Joint 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. All regis-

tration shall be by mutual consent, except that this section shall not deprive either party to the agreement from demanding additions to or subtractions from the registration lists as may be necessary to meet the needs of the port. When objecting to the registration of any man, members of the Joint Port Labor Relations Committee shall be required to give the reasons therefor.

(2) When it becomes necessary to add men to the registration list, first preference of registration shall be given to men who now have partial or limited registration and employment in the industry; second preference of registration shall be given to men with previous registration in the industry who were not de-registered for cause; third preference of registration shall be given to men who had partial or limited registration in the industry and who were not de-registered for cause.

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

(4) 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 of Employment

(1) Preference of employment and dispatching shall be given to registered longshoremen who were registered and available for employ-

ment in any of the occupations covered by Section 1 of this agreement as of June 1, 1951, including registered longshoremen absent from the industry or inactive because of leaves of absence granted by the Joint Port Labor Relations Committee or because of illness or other reasons certified to by the Joint Port Labor Relations Committee.

(2) Dispatching of men and gangs shall be on a low-man, low-gang, first-to-be-dispatched basis, except where local dispatching rules provide for dispatching of special skilled men and gangs.

(3) There shall be no favoritism or discrimination in the hiring or dispatching or employment of any longshoreman qualified and eligible under the agreement.

(4) Any longshoreman or member of hiring hall personnel found guilty by the Joint Port Labor Relations Committee of favoritism in dispatching because of giving or receiving gifts or favors, shall immediately be discharged from the job and dropped from the registration list.

SECTION 8. PROMOTIONS

(1) The principle of promotion from the ranks is hereby recognized and agreed to by the parties to the contract.

(2) There shall be established in each port a joint committee of registered longshoremen and employers. It shall be the responsibility and obligation of such committee to establish qualifications for promotions to classifications covered by this agreement, and to pass on all such

promotions.

Such qualifications shall include length of service in the industry, competency and ability to perform skilled operations, or to direct work and skilled operations, ability to handle men and to secure conformance to the contract and to maintain and promote harmonious relations on the job and between the parties to this agreement.

(3) Any longshoremen having records of habitual drunkenness or whose conduct on the job or in the hiring hall causes disruption of normal harmony in the relationship of the parties hereto, or who physically assault anyone in the hiring hall or on the job, or who have records of working in a manner that endangers other workers shall not be hired or dispatched to operate any hoisting or mechanical equipment or device or to supervise in any way the operation of such equipment.

SECTION 9. ORGANIZATION OF GANGS AND METHODS OF DISPATCHING

The Joint 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 10. NO STRIKES, LOCKOUTS AND WORK STOPPAGES

(a) There Shall be No Strike, Lockout or Work Stoppage for the Life of the Agreement

The Union or the Employer, as the case may be, shall be required to secure observance 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.

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

(c) Exceptions for Health and Safety

Longshoremen shall not be required to work when in good faith they believe that to do so is

to immediately endanger health and safety.

(d) Picket Lines

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

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

SECTION 11. MEETINGS FOR REGISTERED LONGSHOREMEN

In addition to other qualifications specifically set forth in this Agreement, all registered longshoremen in order to remain qualified and eligible for dispatch through the hiring hall must be familiar with all the provisions of this contract, including all working, dispatching and safety rules, and the requirements of conformance and performance under this Agreement.

To this end it shall be the responsibility and obligation of the union to inform all registered union longshoremen of their collective and individual responsibilities under this Agreement and to arrange periodic meetings for such purposes. Similarly it shall be the responsibility and obligation of the Joint Port Labor Relations Committee to inform all registered non-union longshoremen of such responsibilities and to arrange periodic meetings of such men for such purposes.

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

SECTION 12. 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 mem-

bership and activities, race, creed, color, national origin, or religious or political beliefs.

SECTION 13. SLING LOAD LIMITS

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

Commodity	Sling Load
(1)—Canned Goods	
24—2½ talls, 6—12's tall and 48—1 talls (including salmon)	35 cases
When loads are built of 3 tiers of 12	36 cases
24—1 talls	60 cases
24—2's talls	50 cases
6—10's talls	40 cases
Miscellaneous cans & jars—Maximum 2100 lbs.	
(2)—Dried Fruits and Raisins (Gross Weight)	
22 to 31 lbs.	72 cases
32 to 39 lbs.	60 cases
40 to 50 lbs.	40 cases
24—2 lbs.	35 cases
48—16 oz.	40 cases
(3)—Fresh Fruits—Standard Boxes	
Oranges—Standard	27 boxes
Oranges—Maximum	28 boxes
Apples and Pears	40 boxes
(4)—Miscellaneous Products	
Case Oil—2—5 gal. cans (hand hauled to or from ship's tackle)	18 cases
Power hauled to or from ship's tackle	24 cases
Cocoanut	12 cases
Tea—Standard	12 cases

Commodity	Sling Load
Tea—Small	16 cases
Copper slabs (large)	5 slabs
Copper slabs (small)	6 slabs
Copper (bars)	9 bars
Copper (Ingots), Approximately 43 lbs. Per Ingot	48 ingots
Cotton, under standard conditions	3 bales
Rubber (1 tier on sling), maximum	10 bales
Gunnies, large	2 bales
Gunnies, medium	3 bales
Gunnies, small	4 bales
Rags, large (above 700 lbs.)	2 bales
Rags, medium (500 to 700 lbs.)	3 bales
Rags, small (below 500 lbs.)	4 bales
Sisal, large	3 bales
Hemp, ordinary	5 bales
Jute, 400 lb. bales	5 bales
Pulp, bales weighing 350 lbs. or more	6 bales
Pulp, bales weighing 349 lbs. or less	8 bales
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less	4 drums
(When Using Chine Hooks)	
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.)	

Commodity	Sling Load
Newsprint, rolls	2 rolls
Newsprint, rolls (when weight is 1800 lbs. or over)	1 roll
(5)—Sacks	
Flour—140 lbs.	15 sacks
Flour—100 lbs.	20 sacks
Flour— 50 lbs.	40 sacks
Flour— 50 lbs. (in balloon sling)	50 sacks
Cement	22 sacks
Wheat	15 sacks
Barley	15 sacks
Coffee—Power haul from and to ship's tackle	12 sacks
Coffee—Hand pulled from and to ship's tackle (bags weighing approximately 136 lbs.)	9 sacks
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 wheel-er)—to be hauled by jitney as follows: Within the limits of the ordinary berthing space of the vessel	2 trailers
Long hauls to bulk head warehouses or to adjoining docks or berths	3 trailers
Extra long haul to separate docks or across streets—4 trailers providing that four (4) trailers shall be used only where it is now the port practice.	
(8)—When cargo is transported to or from the point of stowage by power equip-ment, the following loads shall apply:	
48—1 talls	40
24—1 talls	60
24—2's talls	48

Commodity	Sling Load
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 14. LABOR SAVING DEVICES AND METHODS

There shall be no interference by the Union with the Employers' right to operate efficiently and to change methods of work and to utilize labor saving devices, including handling of ship-pers' packaged loads as units, and to direct the work through employer representatives while explicitly observing the provisions and condi-tions of the Agreement protecting the safety and welfare of the employees.

In order to avoid disputes, the Employer shall make every effort to discuss with the Union in

advance the introduction of any major change in operations.

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

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

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

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

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

SECTION 15. 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 to influence all longshoremen to cooperate in every way that will help prevent industrial accidents and minimize injuries when accidents occur.

(5) The employees individually must 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 16. 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 Joint Port Labor Relations Committee. Pending investigation and adjudication of such disputes

work shall continue and be performed as provided in Section 10.

(4) The Joint 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 Joint Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the appropriate Joint Area Labor Relations Committee for decision. In the event that the Employer and Union members of any Joint Area Labor Relations Committee fail to agree on any question before it, such question shall be immediately referred at the request of either party to the Area Arbitrator for hearing and decision, and the decision of the Area Arbitrator shall be final and conclusive except as otherwise provided in subsection (6).

(5) Should there be a failure on the part of either party at the Local or Area level to participate in any of the steps of the grievance machinery, the matter shall automatically move to the next higher level.

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

Labor Relations Committee, and, if the Joint Coast Labor Relations Committee cannot agree, to the Coast Arbitrator, for review. The Joint Coast Labor Relations Committee, and if it cannot agree, the Coast Arbitrator shall have the power and duty to set aside any such decision found to conflict with this Agreement and to finally and conclusively determine the dispute; provided, however, that neither the Joint 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.

Nothing in the above paragraph shall prevent individual non-union registered longshoremen claiming discrimination by the union because of non-membership in the union from exercising his option, or the union, at the union's

expense, from exercising its option to have such complaints adjudicated by the Joint Coast Labor Relations Committee.

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

(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) Joint Labor Relations Committees

(1) The parties shall immediately establish, and shall maintain during the life of this Agreement, a Joint Port Labor Relations Committee for each port affected by this Agreement, a Joint Area Labor Relations Committee for each of the four port areas (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington), and a Joint Coast Labor Relations Committee at San Francisco, California, each of said labor relations committees to be comprised of three represent-

atives 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 16(a) the duties of the Joint 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 16(a).

E. To investigate and adjudicate any complaint against any longshoreman whose conduct on the job, or in the hiring hall, causes disruption of normal harmony in the relationship of the parties hereto or the frustration and/or violation of the provisions, working or dispatching rules of this Agreement.

Application of preceding paragraph shall not negate procedure for penalties as provided for in Section 16(f).

F. Any individual non-union registered longshoreman may choose to present any grievance as an individual through the applicable grievance machinery of the agreement as set forth in Section 16 and in such event he shall pay to the union its cost of participating in the investiga-

tion, adjudication and any arbitration of his grievance.

(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 Mr. E. D. Conklin. 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 16(a)(6) 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, including cases dealing with the resumption or continuation of work.

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) 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 16(a)(6), 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 except as otherwise provided herein. The several joint 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 Joint 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 16; 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 Joint Port and Joint 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 Joint Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the

complaint. An employer shall not be required to appear nor shall he participate in discipline by the union of its members beyond the filing of complaints.

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 which procedure shall also be applicable in the case of longshoremen not members of the Union.

The Joint 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 or smoking in prohibited areas shall be as follows:

For pilferage, first offense: Minimum penalty, sixty days suspension. Maximum penalty, discretionary.

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

For drunkenness or 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.

Suspensions under the foregoing provisions shall follow convictions by either the union grievance machinery or by the Joint Port Labor Relations Committee, either of whom will accept a prior court decision. Any man suspended under these provisions shall not be dispatched for work in any port covered by this Agreement until the suspension penalty has been served.

Prior pilferage offenses committed while expired agreements were in effect shall have no bearing in respect to offenses committed under this agreement. Men now suspended under the expired agreement shall fulfill their suspensions.

(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 17. STEAM SCHOONERS

(a) The provisions of this agreement shall apply to all longshoremen's work, as defined in Section 1, on or in connection with steam schooners, with the exceptions as set forth below:

- (1) A steam schooner is any dry cargo vessel plying in the steam schooner trade.
- (2) The steam schooner trade is hereby defined as the operation of steam schooners between the ports of California, Oregon

and Washington and between these ports and British Columbia and Alaska; provided that such definition does not include vessels operating between Seattle and Puget Sound ports and Alaska.

- (3) Longshoremen shall perform all dock work, subject to Section 1(c), and shall work aboard ships in accordance with the following:
- (4) Steam schooners are Class A when longshoremen are being assigned all of the longshore work by the employer in accordance with agreed practices except the work being performed at one hatch or gear, or the work being performed in the handling of certain cargoes requiring the use of two gears, such as piling, poles, logs, etc.
- (5) LSM-type vessels are Class A provided that longshoremen perform the following work at all times they are available; two hook-on men, one utility man, one hatch tender and, subject to Section 1(c), one crane operator, both in loading and discharging. Longshoremen shall perform work aboard these vessels only when called upon to do so.
- (6) When an employer fails to assign sufficient work to longshoremen at any hatch or hatches to meet the qualifications for Class A, then a vessel is Class B and in connection therewith longshoremen shall

perform work aboard ship only when called upon to do so.

(b) No arbitrator may consider or determine any issue regarding the scope of work of longshoremen or others to perform cargo work on steam schooners or make any decision denying the right of crew members to perform such cargo work, but the arbitrators may determine any other question or issue arising in connection with the steam schooner trade, including issues arising under Section 10 and issues regarding classifications A and B, where properly presented under the grievance machinery.

(c) In addition to the other provisions for wages in this Agreement, the following penalties apply with respect to only the steam schooner trade as defined in paragraph (a) above.

A penalty rate of 28 cents per hour straight time and 42 cents per hour overtime while handling landed packaged lumber Class A;

A penalty rate of \$1.00 per hour straight time and \$1.50 per hour overtime, ship and dock, while working Class B.

The foregoing penalties shall be added to the basic rates of pay but these two penalties shall not be pyramided where landed packaged lumber is handled Class B.

SECTION 18. WAGE REVIEW

(a) Basic straight and overtime rates shall be subject to review on June 15, 1952, at the request of either party. Welfare contributions

shall be subject to review on June 15, 1952, on the same basis as basic straight and overtime wage rates. The party desiring wage review shall give notice of such desire not less than thirty (30) 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. Any adjustment in the basic straight or overtime rates or the welfare contributions agreed to by the parties, or if the matter is referred to the Coast Arbitrator, any award rendered by the Coast Arbitrator shall become effective with the day shift on the Monday nearest the wage review date.

(b) In the event the pension plan set forth in the Pension Understanding of June 15, 1951, or any modification thereof is not approvable as required by Section 4(b) of the Pension Understanding, the basic straight time wage rate of \$1.97 shall be increased by 11 cents to \$2.08, effective on the day following determination by the parties that the required approval cannot be obtained. This increase shall be subject to WSB approval.

(c) At the June 15, 1952, wage review, the above 11 cent increase, if put into effect, shall be considered as effective on June 18, 1951.

SECTION 19. PENSION AND WELFARE PLANS

As a result of negotiations and collective bargaining, the parties hereto have reached agree-

ment on the subjects of welfare and pension plans for longshoremen covered by this Agreement as set forth in the Supplementary Agreement and Declaration of Trust, both dated June 16, 1951, respecting the Welfare Plan and the ILWU-PMA Pension Agreement and ILWU-PMA Pension Fund-Declaration of Trust, both effective July 1, 1951, respecting the Pension Plan.

SECTION 20. 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 21. CONTRACT PROPERTY RIGHTS

All property rights in and to the Coast Longshore Agreement when ratified by the parties

are entirely and exclusively vested in the Pacific Maritime Association and the International Longshoremen's and Warehousemen's Union, respectively, and their respective members. In the case of the International Longshoremen's and Warehousemen's Union, a majority of the members of both the individual and combined locals covered by this Agreement shall be necessary to designate any successor organization holding property rights and all benefits of this Agreement, and if an election is necessary to determine a majority of both individual and combined locals in order to establish the possessors of all rights and benefits under this Agreement, such election shall be conducted under the auspices and the supervision of the coastwise arbitrator provided for in the Coast Longshore Agreement, provided that such designation or election is not in conflict with any paramount authority or lawful or statutory requirements.

In Witness Whereof, the parties hereto have signed this Agreement, November 15, 1951.

PACIFIC MARITIME ASSOCIATION,

On behalf of its members.

/s/ J. P. CRIBBIN.

INTERNATIONAL LONGSHOREMEN'S
& WAREHOUSEMEN'S UNION,

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

/s/ HARRY BRIDGES.

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 who receive a 10c per hour straight time differential. (See Section 5 (b) of the agreement for a listing of these men in each port area.)

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

	I	II	III
	S. T.	O. T.	1½ x O. T.
For men with 15c skill differential.....	.15	.225	.3375

For men with 20c skill differential 20 30 45
 For men with 35c skill differential 35 .525 .7875
 The rates shown in the table below are payable to gang members, including dockmen, except as noted.

Penalty, Commodities and Conditions of Work	Schedule A			Schedule B			
	No Skill			10c Skill			
	I	II	III	Differential	I	II	III
			1½x				1½x
	S. T.	O. T.	O. T.	S. T.	S. T.	O. T.	O. T.
When working cargo which takes no penalty	1.97	2.955	4.4325	2.07	3.105	4.6575	

BULK CARGOES (except as may be specified elsewhere)

Shoveling: all commodities except on commodities earning higher rate	2.17	3.255	4.8825	2.27	3.405	5.1075
Grain: to Boardmen only	2.27	3.405	5.1075	2.27	3.405	5.1075
Sulphur, soda ash and crude untreated potash	2.42	3.63	5.445	2.52	3.78	5.67
Bones, untreated or offensive	2.77	4.155	6.2325	2.87	4.305	6.4575
Phosphate rock	2.27	3.405	5.1075	2.37	3.555	5.3325

"TEN CENT" PENALTY CARGOES

When handled in lots of 25 tons or more (see alphabetical listing below). **

LEAKING OR SIFTING CARGOES (because of damage or faulty containers)

	2.07	3.105	4.6575	2.17	3.255	4.8825
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Aniline dyes, fish oil, whale oil and Oriental oils in drums, barrels or cases; lamp black

	2.07	3.105	4.6575	2.17	3.255	4.8825
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CREOSOTED PRODUCTS OUT OF WATER (to hold men and boom men only)

Hold men	2.17	3.255	4.8825	2.17	3.255	4.8825
Boom men				2.27	3.405	5.1075
				2.27	3.405	5.1075

To Side Runners, 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.)

	2.07	3.105	4.6575	2.07	3.105	4.6575
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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

	2.07	3.105	4.6575	2.07	3.105	4.6574
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To side runners, when used

	2.17	3.255	4.8825	2.17	3.255	4.8825
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DAMAGED CARGO***

	2.82	4.23	6.345	2.92	4.38	6.57
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EXPLOSIVES—When working Class A explosives as defined by Interstate Commerce Commission regulations (Toppling's Manual)—all men working in connection with a ship which is load-

ing explosives are to receive the penalty during such time as explosives are actually being worked

3.94 5.91 8.865 4.04 6.06 9.09

FIRE. For gang working hatch when fire is burning or cargo smouldering in a hatch 3.17

4.755 7.1325 3.27 4.905 7.3575

***CALCULATION OF SKILL DIFFERENTIALS IN CERTAIN SPECIAL INSTANCES.**

There are several exceptions to the above procedure for computing rates for men entitled to skill differentials of 15c and above: Those skill rates in the case of stowing bulk grain are the same as those for shoveling; in the case of handling creosoted products out of water, the rates are the same as in handling other logs and lumber out of water; and in the case of stowing in cramped quarters, the skilled gang members receive only their skill differential and no cargo penalty.

52 ****Alfalfa Meal.**

Untreated or offensive bones in sacks.
Borate (Razorite) when packed in cloth containers with no inner lining.

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.

Iron blisters, molded, from Europe.

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 (not considered treated by the mere process of grinding).

Pig Iron, when rough piled and hand han-

dled.

Plaster, in sacks without inner containers.

Refrigerated cargo:

Handling and Stowing refrigerator space; meats, fowl and other similar cargoes to be transported at temperatures of freezing or below, in boxes. (In lots of 25 tons or more, or if job lasts one hour or more, penalty to apply on all time worked on refrigerator cargo.)

Baled rubber covered with talc:

To be paid to the gang actually handling this commodity, including the deck men, front men, jitney driver and the dock men working as part of that gang. If another gang is working in the same hatch on a non-penalty commodity, the ship gang members of said gang shall likewise be paid the penalty provided the hold men of such gang are working in the same deck or compartment as the gang handling the baled rubber covered with talc.

Sacks:

Loading only and to apply to the en-

tire loading operation where table or chutes are used and the men are handling sacks weighing 120 lbs. or over on the basis of one 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.

PACIFIC MARITIME ASSOCIATION

16 CALIFORNIA STREET

PHONE DOUGLAS 2-7973

SAN FRANCISCO 11, CAL.

June 16, 1951.

International Longshoremen's and
Warehousemen's Union,
150 Golden Gate Avenue,
San Francisco, California.

Gentlemen:

During the recent negotiations between us culminating in agreement on the new basic longshore contract executed concurrently herewith, we also agreed the understanding we reached on several questions would be set forth in a separate letter agreement. We confirm our agreement on such questions as follows:

I.

In the event that any outside authority (e.g., Court, NLRB) attempts to nullify the contract in whole or in part, the parties agree as follows:

1. If the hiring, dispatching and registration procedures under the contract are actually suspended by any court order or injunction that cannot be promptly removed

or remedied the parties agree to immediately commence negotiations to meet such emergency to the end that the performance of work under the contract shall not be disrupted.

2. In this connection the parties agree to take such joint action as they deem necessary to protect their common interests.

3. Either party, however, shall be free to take any action it deems necessary to best protect its interests, provided any such action does not prevent negotiations taking place or occur until a reasonable negotiating period has elapsed.

4. The parties shall resist by legal means and other reasonable, practicable and agreeable methods such attempted nullification when based on alleged invalidity of contract provisions.

5. If the union desires in such event, a union shop provision in accordance with law shall be incorporated in the contract with other amendments that may be agreed upon, and, if legally possible, shall operate during the period of negotiations and beyond, unless the parties at the time agree otherwise.

II.

The ILWU and the PMA in negotiations looking toward the consummation of a new Pacific Coast Longshore Agreement agree that the supplementary agreement covering

the ILWU-PMA Welfare Fund will be amended so as to provide that the trustees shall be empowered and instructed to purchase insurance or other form of contract providing group hospitalization, surgical and medical benefits for the family dependents of eligible employees.

The trustees are instructed to purchase on behalf of eligible employees additional group hospitalization, surgical and medical benefits for those ports where such benefits are presently less adequate than those in the large ports, as is necessary to achieve greater equalization of benefits with those in the large ports.

The trustees are authorized in purchasing the additional benefits referred to above not to deplete the Fund below an approximate level of between \$50,000 and \$75,000 by June 15, 1952.

III.

During the recent negotiations the employers proposed to add language to the contract as follows:

"The Employers shall be free to select their men within those eligible under the policies jointly determined and the men, at the time of their dispatch, likewise shall be free to select their jobs. After having selected a job at time of dispatch no man shall, unless sick or injured or

by consent of employer leave his job before his replacement arrives."

The union stated this proposal of the employers was already contained in the agreement under the third paragraph of Section 16(f). Both parties promised cooperation in this regard and with this understanding the employers dropped their proposal.

IV.

The employers proposed to add to Section 7(c) of the Pacific Coast Longshore Agreement the following boldfaced words which would cause the section to read as follows:

"The Joint Port Labor Relations Committee in any port shall have control over registration lists in that port, including the power and **obligation** to make additions to or subtractions from the registration lists as may be necessary."

The union representatives stated that the Joint Port Labor Relations Committees clearly have the obligation to correct an inequity in the registration lists and that the contract as written means there should be enough longshoremen on the registration list to do the work in the port. In reliance upon this statement by the union the employers agreed to drop their proposal.

V.

The parties agreed that current disputes

now being processed, through the grievance machinery, would continue to their conclusion under the new machinery of the contract.

Will you kindly indicate your approval and acceptance of the foregoing and the ratification of the same by your locals by signing the enclosed copy of this letter in the place provided and returning the same to us.

Yours very truly,

PACIFIC MARITIME ASSOCIATION,
By /s/ HENRY W. CLARK,
President, November 15, 1951.

Approved:

/s/ HARRY BRIDGES.

**INTERNATIONAL
LONGSHOREMEN'S & WAREHOUSEMEN'S UNION**

156 GOLDEN GATE AVENUE, SAN FRANCISCO 2, CALIFORNIA, PROSPECT 3-8533

HARRY BRIDGES
President

J. E. ROBERTSON
First Vice-President

GERMAIN BULGER
Second Vice-President

LOUIS GOLDBLATT
Secretary-Treasurer

October 22, 1951.

Pacific Maritime Association,
16 California Street,
San Francisco, California.
Attention: Mr. Robertson—

Gentlemen:

This is to confirm the understanding between the International Longshoremen's & Warehousemen's Union and the Pacific Mari-

time Association, with respect to working practices to be continued on steam schooners.

The steam schooner agreement now becomes part of the basic longshore agreement and subject to interpretation in accordance with the Master Agreement. We understand it will be numbered as Section 17 of that Agreement.

We have agreed that the following clarifications and interpretations shall apply, whether or not they are provided for in the contract or in local working rules:

1. The Joint Port Labor Relations Committee of the port of Portland by mutual agreement may decide upon a method of discharge of bulk salt under which sailors may switch from hatch to hatch, and such an operation shall not change a vessel from CLASS A.
2. A longshore gang may be required to relieve the sailor gang at the start of a regular longshore shift.
3. Gear up or down and hatches off or on by the sailors is permitted on CLASS A vessels. The time for starting longshoremen shall not be delayed beyond the regular starting time for starting a shift in order to permit sailors to do such work.
4. The union will request no change in the \$1.00 straight time and \$1.50 overtime

CLASS B differentials for a period of five years commencing June 16, 1951.

5. The union will not use the grievance machinery of the agreement to attempt resolving any question relative to the dock work on the bulk salt operation at Redwood City.
6. Gang bosses shall be used on steam schooners in accordance with the port practice of using gang bosses on "off-shore" vessels.
7. Tidewater ports that have a working arrangement which depends on conditions of the tide rather than the hours of the day should define such practices by a local working rule or rules, and until they are placed in writing such past practices shall continue.
8. The term "landed packaged lumber" is limited to loads of lumber which are landed directly in place of stowage by use of only the ship's cargo hoisting gear and the hand labor of removing the sling and releasing the hook, and loads which are discharged from their place of stowage aboardship by use of only the cargo hoisting gear and the hand labor of placing the sling around the load and hooking same on to the ship's cargo hook.

The premium for "landed packaged lumber" is paid in consideration of the

development of an operation for handling lumber that differs from the traditional operation under which lumber is hand stowed and loads are built aboard the ship with interspersed key loads and trunk loads which are handled without hand stowage or hand building of loads. The premium is because of the highly mechanized character of the new operation and is payable only where many consecutive loads of lumber can be landed stowed directly in place or can be hoisted directly from their place aboardship without delay between movement of loads for hand stowage or hand building of loads, but not to key loads or trunk loads handled in connection with traditional operations. It therefore shall apply only where at least 25M feet is handled in consecutive loads at a gear without any intervening hand stowage or hand building of loads.

No employer shall order unnecessary hand stowage or the use of unnecessary additional equipment to supplement the ship's gear for the purpose of avoiding the landed packaged lumber differential.

9. A vessel may switch from CLASS A to CLASS B or from CLASS B to CLASS A on an hour by hour basis.

We further understand that this letter and Section 17 of the Pacific Coast Longshore Agreement as arrived at on October 22, 1951, now replace our previous joint understandings dated June 18, 1951, and July 6, 1951.

Please confirm your agreement to this by signing one copy and returning it to us.

Very truly yours,

/s/ H. J. BODINE,
H. J. Bodine,
Coast Labor Relations
Committee.

HJB:mpc
uopwa 34

/s/ J. P. CRIBBIN,
J. P. Cribbin,
Vice President, Pacific
Maritime Association.

ILWU-PMA PENSION AGREEMENT

This Agreement entered into as of the 1st day of July, 1951, by and between the International Longshoremen's & Warehousemen's Union on its own behalf and on behalf of its locals, and Pacific Maritime Association representing its member companies in whose behalf the Pacific Coast Longshore Agreement effective June 16, 1951, was executed;

WITNESSETH:

WHEREAS, the parties hereto, after conducting negotiations entered into a PENSION UNDERSTANDING effective June 15, 1951, agreeing to establish the ILWU-PMA Pension Plan, are desirous of carrying out said Pension Understanding:

NOW, THEREFORE, the International Longshoremen's & Warehousemen's Union and the Pacific Maritime Association do hereby agree as follows:

1. The Pension Agreement

The Pension Understanding entered into between the parties hereto and the further terms agreed upon by the parties as of August 23, 1951, are merged in the within Agreement and in the ILWU-PMA Pension Fund Declaration

of Trust made simultaneously with this Agreement. The mutual rights and obligations of the parties shall be governed exclusively by this Agreement and said Declaration of Trust.

2. Definitions

The terms used in this Agreement and in the said ILWU-PMA Pension Fund-Declaration of Trust wherever they shall appear, unless specifically provided to the contrary, shall be taken to mean and are defined as follows:

a. "Union"—the International Longshoremen's & Warehousemen's Union.

b. "Locals"—Locals of the Union which are parties to any of the Collective Bargaining Agreements listed below in 2 (u) or in whose behalf any of the Collective Bargaining Agreements were made.

c. "Association"—the Pacific Maritime Association.

d. "Employers"—members of Pacific Maritime Association in whose behalf the Collective Bargaining Agreements were executed.

e. "Parties"—the Union and the Association as defined above.

f. "Longshoreman" or "Longshoremen"—a person or the persons employed (as longshoremen, clerks, carloaders, dockworkers, gearmen, sweepers and in any other capacity) within the collective bargaining units covered by Collective Bargaining Agreements as defined herein, whether prior to or subsequent to the period of such agreements.

g. "Employee" or "Employees"—is synonymous with "Longshoreman" and "Longshoremen."

h. "Eligible Longshoremen" or "Pensioners"—Longshoremen meeting the requirements herein for a Pension Payment.

i. "Agreement"—this Agreement, otherwise designated as ILWU-PMA Pension Agreement.

j. "Pension Understanding"—the Pension Understanding entered into between the parties under date of June 15, 1951.

k. "Trust Declaration" or "Trust" or "Declaration of Trust"—the ILWU-PMA Pension Fund-Declaration of Trust made simultaneously with this Agreement.

l. "Plan" or "Pension Plan"—the ILWU-PMA Pension Agreement, the ILWU-PMA Pension Fund-Declaration of Trust and the ILWU-PMA Pension Fund shall constitute the Plan.

m. "Fund"—the ILWU-PMA Pension Fund established by this Agreement and by the Declaration of Trust.

n. "Contributions"—the sums contributed to the Fund by Employers in accordance with the provisions hereinbelow.

o. "Trustees"—the Trustees who originally sign the Trust Declaration and their successors.

p. "Union Trustees"—the Trustees appointed by the Union as provided herein and their successors.

q. "Association Trustees"—the Trustees ap-

pointed by the Association as provided herein and their successors.

r. "Pension Payments"—the payments to the Eligible Longshoremen or Pensioners.

s. "Pension List"—the list of Longshoremen referred to in Paragraph 6 hereof.

t. "Registration List"—the list of registered Longshoremen under the Collective Bargaining Agreements.

u. "Collective Bargaining Agreements"—the following agreements:

Pacific Coast Longshore Agreement dated June 16, 1951.

Pacific Coast Master Agreement for clerks and checkers dated June 16, 1951, together with port supplements thereto.

Agreement for car loaders in San Francisco Bay, between the Association and ILWU Local 10, dated June 16, 1951.

Agreement for car loaders in Los Angeles Harbor Area between Waterfront Employers of California (predecessors to the Association) and ILWU Local 13, dated June 16, 1951.

Portland and Vancouver Dock Agreement between Waterfront Employers of Oregon and Columbia River (predecessors of the Association) and ILWU Locals 8 and 4 dated June 16, 1951.

Portland Gear and Lockermen's Agreement between Waterfront Employers of Oregon and Columbia River (predecessors of the Association) and ILWU Local 8,

dated June 16, 1951.

Dock Workers' Agreement for port of Seattle between Waterfront Employers of Washington (on whose behalf the Association is acting herein) and ILWU Local 19, dated June 16, 1951.

Sweepers Agreement for the Los Angeles-Long Beach Harbor Area between the Waterfront Employers Association of California (predecessors of the Association) and ILWU Local 13, dated June 16, 1951.

3. Purpose of the Plan

The purpose of the Plan is to provide a method whereby a Fund will be created from Contributions by Employers as hereinafter provided, which Fund will constitute an irrevocable trust for the exclusive benefit of Eligible Longshoremen or Pensioners. The Plan, including the Fund, shall be administered by the Trustees.

4. Contributions

a. Contributions to the Pension Fund shall be made by the Employers on a tonnage basis. The Trustees shall determine the amount of contribution per assessment ton, which amount shall be the equivalent of 15 cents per man-hour based on the hours worked and tons handled during the years 1948, 1949, 1950, and 1951. This determination shall be made as soon as statistical data concerning manhours worked and tonnage handled during 1951 are available. The amount thus arrived at shall remain unchanged until the review in 1956.

Each Employer bound by this Pension Agreement shall pay his proportionate share of the contributions to the Fund while bound by said agreement, the individual share of each Employer to be determined and paid as follows:

(1) Each individual Employer shall be liable for a share of the pension contributions to pay the pension of every eligible Employee in view of the interchangeable nature of the employment subject to this Pension Agreement.

(2) Each individual Employer's liability shall be determined by (a) the manhours for which such Employer pays wages to Longshoremen between July 1, 1951, and June 30, 1961, inclusive, and (b) the "current manhour equivalent" provided for below.

(3) On the basis of the "amount of contribution per assessment ton" determined in accordance with the first paragraph of this subsection, a "current manhour equivalent" shall be computed each quarter by the Association from the tonnage and manhours statistics for the pay roll periods in the previous calendar quarter, subject to review by the Trustees. It shall be the rate that bears the same relationship to 15c per manhour as the tonnage per manhour during the preceding quarter bears to the tonnage per manhour during the base period of 1948 through 1951, inclusive. The Association shall compute and give notice of the "current manhour equivalent" each quarter on the last day of the month following the close of the calendar quarter.

(4) The rate of 15c per manhour shall be the "current manhour equivalent" with respect to all pay roll periods beginning prior to the giving of notice of the "current manhour equivalent" based on the statistics for the last calendar quarter of 1951. Thereafter, each quarterly "current manhour equivalent" announced shall govern contributions with respect to all pay roll periods beginning after the giving of the notice thereof and prior to the giving of the next succeeding such notice.

(5) As to all work done after August 31, 1951, each Employer agrees to pay the pension fund contributions measured by work done in any pay period at the time of the payment of wages therefor; each Employer agrees to pay, on or before December 31, 1951, its total contributions for the months of July and August of 1951. Payment of any and every contribution shall be accomplished and completed by transmitting such contribution to the Pacific Maritime Association.

(6) The Association agrees to notify the Union of any failure to transmit pension contributions on time with respect to any wages paid through its central pay agencies. The Association in no way guarantees, warrants, insures or otherwise gives surety that any member or other employer will make the pension fund contributions called for by this agreement and is under no financial obligation hereunder except to transmit the contributions

received by it. No Employer or Employers shall have any obligation hereunder, whether in the nature of a guaranty, warranty, surety, indemnification or otherwise, with respect to payment of contributions by any other Employer or Employers.

b. In computing the tonnage equivalent of 15c per manhour, the following rules shall be applied:

- (1) One ton of general cargo, including scrap metal and pig iron, shall be equal to 2000 lbs. or 40 cu. ft. as manifested.
- (2) One ton of lumber shall be equal to 1000 bd. ft. as manifested.
- (3) One ton of bulk dry cargo shall be equal to 2000 lbs. or 40 cu. ft. as manifested, and shall be assessed and contributions made thereon at one-fifth the rate of general cargo.
- (4) Coastwise cargoes shall be included in the computation both in loading and in discharging where such occurs in the States of California, Oregon, and Washington. The tonnage of such cargoes reported for ILWU pension purposes shall be based on the percentage of ILWU manhours worked of total manhours worked in the handling of that cargo on ship and dock.
- (5) The tonnage of trans-shipped cargoes will be included in the computation at the full rate for each handling.
- (6) Bulk fluid cargoes shall be exempt.

c. Commencing in October, 1951, the Association will pay monthly into the Pension Fund all contributions received by it from Employers during the preceding month; it will continue in like manner to transmit such contributions each month until the contributions for all months through June, 1961, and for the months of July and August, 1951, are transmitted.

d. It is the intention of this Agreement that Contributions shall constitute deductible business expenses by the Employer for income tax purposes and that the Trust Fund and any interest or increment accruing thereto from investment or otherwise shall not be subject to tax under the provisions of the Internal Revenue Code. The Plan shall be submitted to the Bureau of Internal Revenue for approval for such tax purposes.

The parties agree to make amendments to this Agreement and to authorize and direct the Trustees to make amendments to the Declaration of Trust to obtain such approval initially and in the same manner attempt to get approval from time to time during the life of the trust; provided, however, that no amendment shall be made to obtain approval which would alter the intent of the Parties as incorporated in this Agreement and in the Declaration of Trust. Should it become impossible to amend the Plan to meet the requirements of Section 165a of the Internal Revenue Code as amended for qualifying the Plan or for allowing the con-

tributions as income tax deductions under Section 23(p) of the Internal Revenue Code as amended, this Agreement shall be amended so that the Employers shall be obliged to pay no further contributions.

The Plan shall also be submitted to the Federal Wage Stabilization Board for approval. Pending approval of the Pension Plan by the Wage Stabilization Board, Contributions shall not become part of the Fund but shall be placed in escrow with such escrow agent or agents as shall be selected by the Trustees.

e. In the event approval of the Wage Stabilization Board shall not be obtained for the Plan or any modifications thereof adopted by the Parties:

(1) No Contributions shall be paid into escrow after determination of the Parties that such approval cannot be obtained, or if the Parties do not make such determination prior thereto, no Contributions will be paid into escrow after June 15, 1952, unless that date is extended by agreement of the Parties.

(2) All sums in escrow, including interest thereon, after expenses are deducted, shall be delivered by the escrow agent to the Association to be returned to the Employers.

f. It is the understanding of the Parties that Contributions shall not constitute or be deemed wages to the Employees. Should such Contributions be determined by any court or other governmental authority to be wages to the Employees, it is agreed that the Contributions to the

Fund theretofore or thereafter made shall be reduced by the amount of resulting additional unemployment and social security taxes.

g. Neither the Association nor an individual Employer shall be liable to the Union or to the Trustees or to anyone else for Contributions due from any other individual Employer.

5. Eligibility Formula for Pension Payments

a. A Longshoreman shall be eligible to receive monthly Pension Payments commencing on or after July 1, 1952, upon meeting each of the following requirements:

- (1) His name is included in the Pension List.
- (2) He has reached the age of 65.
- (3) He has been employed as a Longshoreman for at least 25 years in the preceding 28 years.
- (4) He has been employed as a Longshoreman in each of the 5 years preceding his retirement.
- (5) He has retired.

b. A Longshoreman who on July 1, 1952, is 68 years of age or older and who but for retirement would be eligible for a Pension Payment shall retire as of that date. A Longshoreman who but for retirement becomes eligible for a Pension Payment at any time before his 68th birthday shall retire no later than his 68th birthday in order to qualify for a pension. A Longshoreman who becomes eligible after his 68th birthday shall retire upon becoming eligible.

c. The retirement age may be changed by

amendment.

6. Pension List

a. The Pension List shall include all Longshoremen who meet each of the following requirements:

(1) He must be on the longshore Registration List as of June 1, 1951.

(2) He must have attained his 55th birthday on or before June 1, 1951. Social Security records shall be conclusive with respect to birthdates.

(3) He must have been employed as a Longshoremen for at least:

25	out of the past 28 yrs, if he is	65	or older on or before 6-1-51
24	" " 27	64	but not yet 65
23	" " 26	63	" " "
22	" " 25	62	" " "
21	" " 24	61	" " "
20	" " 23	60	" " "
19	" " 22	59	" " "
18	" " 21	58	" " "
17	" " 20	57	" " "
16	" " 19	56	" " "
15	" " 18	55	" " "

(4) His principal source of earnings throughout his years of such qualifying employment as a Longshoreman as set forth in 6a (3) above must have resulted from employment as a Longshoreman.

b. A Longshoreman shall be dropped from the Pension List if:

(1) He is dropped from the Registration List; or

(2) His principal source of earnings ceases to be from employment as a Longshoreman, for such length of time that it would be impossible for him to complete 25 years of employment

as a Longshoreman during the 28 years preceding the date he would otherwise be eligible for retirement.

c. A Longshoreman who is on the Pension List but who is unable to work because of government security regulations shall not be dropped from the Pension List for that reason.

d. The following rules shall be adopted in computing qualifying years of service under Paragraphs 5a and 6a above:

(1) Service as a coast committeeman or as an officer of the Union or a Local shall be considered as employment as a Longshoreman.

(2) Continuous absence from employment as a Longshoreman for a year or more because of industrial illness or injury arising out of employment as a Longshoreman compensated for under a State or Federal Compensation Act shall be considered as employment as a Longshoreman.

(3) The following shall not be considered as employment as a Longshoreman:

(a) Continuous absence from employment as a Longshoreman for a year or more because of illness or injury, other than those specified in 6d (2) above;

(b) Service in the Armed Forces of the United States or employment by the United States as a civilian in longshore operations during World War II.

Provided, however, in computing whether the minimum number of years of employment as a Longshoreman for the purposes of Paragraphs

5a (3), 6a (3) and 6b (2) have been completed within the required minimum number of years, there shall be added to the required number of years during which such employment must have been completed any time lost from employment for reasons specified in (a) and (b) above.

e. Preparation of the Pension List:

(1) Prior to January 1, 1952, each Local shall prepare a list of men who meet the requirements specified in Paragraph 6a and shall submit such list to the Union. In preparing the list the Locals shall provide every man who believes he meets the qualifications reasonable opportunity to present his case for inclusion in the list. A man ruled ineligible to be placed on the list shall be entitled to appeal his case to a committee of at least 25 men who are already on the list in his Local, or a lesser number to be determined by the Trustees if there are not 25 men on the list in his Local.

(2) The Union shall review the list and when assured of its accuracy, but not later than February 1, 1952, shall submit the list to the Trustees for approval.

(3) Upon approval of such list by the Trustees, but not later than April 1, 1952, the list shall be posted in a public, accessible place in the respective Locals. At that time any individual not included on the list who contends that he should be included on the list shall have the right to appeal to the Trustees within 30 days after the list is posted, subject to such

terms, proceedings, conditions and expenses as the Trustees in their discretion may prescribe. In all such cases the decision of the Trustees shall be final.

7. Amount of Pension Payments

a. All eligible longshoremen shall receive equal pension payments for any month.

b. The rate of Pension Payment shall be \$100 per month.

c. The purpose of this Agreement is to provide monthly pensions to eligible longshoremen from July 1, 1952, or such later time as he becomes eligible, until his death or until final liquidation payments, as provided below, have been made to him. The rate of \$100.00 is based on the following actuarial assumptions:

(1) Contributions during the life of the Agreement will on the average be the same as those that would have been made if the plan had been in effect for the four years, 1947, 1948, 1949, and 1950.

(2) Interest will be earned at the rate of not less than 2½% annually on invested funds.

(3) The administrative cost will be not more than 3% of annual Contributions.

(4) The mortality of Longshoremen covered by the Agreement will follow the 1937 Standard Annuity Table at the true ages.

(5) All Longshoremen on the Pension List will continue their employment as Longshoremen until their retirement or prior death.

d. The Trustees annually shall compare the

actual experience of the Plan with the actuarial assumptions stated in Paragraph 7c and shall, based on the report of a qualified actuary retained by the Trustees, make a determination of corrected actuarial assumptions. They shall also make a determination with regard to amendments to the Plan. Such determination may relate to changes in the rate of Pension Payments above a minimum of \$100.00 per month, to the cessation of Pension Payments and to the postponement of requirements. The determination shall recommend the amendments that would be required under such corrected actuarial assumptions and the principles set forth hereinbelow with respect to amendment of the Plan in order to exhaust exactly the total contributions into the Fund with minimum danger of ever discontinuing Pension Payments of \$100.00 per month. The Parties agree to make amendments to the Plan, on the basis of such determination and said actuary's report, to change the rate of Pension Payments above a minimum of \$100.00 per month. The Parties further agree that an emergency may arise or circumstances may exist under which it would become impossible to continue to pay the Pension Payments to all eligible Longshoremen and otherwise meet the obligation of the Fund, and that, in such case, they shall make amendments to the Plan in the order listed below and to the extent necessary to pay Administrative Expenses and resume payment of Pension Payments of \$100 per month:

(1) Any payment in excess of \$100 per month will cease;

(2) Further retirements as a qualification for becoming eligible for Pension Payments will cease for a period of one year or such time as said determination and report indicates to be necessary in order to permit the resumption of Pension Payments of \$100 per month to all eligible Longshoremen, provided, however, that deferments from retirement shall not extend beyond July 1, 1961;

(3) Pension Payments to Longshoremen receiving Pension Payments at the time the emergency arises will cease until such time as the Fund is increased to the point where Pension Payments of \$100 per month can be resumed for such Longshoremen; no Pension Payments of less than \$100 per month shall be paid under the foregoing principles.

All amendments shall be submitted to the Bureau of Internal Revenue for approval in accordance with the procedure of Paragraph 4d.

e. The Fund and the Trust Declaration will continue to function after July 1, 1961 (when contributions cease), and until all liabilities are satisfied. No part of the Fund shall be returned to the Employers, but the Fund shall be exhausted by Pension Payments. The Trustees shall investigate and shall propose to the parties hereto for their approval, methods, including the purchase of individual or group annuity contracts, by which pensions to exist-

ing eligible longshoremen may be liquidated in lieu of continuation of the Fund until the death of the last eligible Longshoreman.

8. Administration of the Fund

a. The Fund shall be administered in accordance with this Agreement and with the Trust Declaration by six Trustees who shall be of good moral character and able to obtain an appropriate fidelity bond as provided for in the Trust Declaration. Three Trustees shall be appointed by the Union and three Trustees shall be appointed by the Association. The Trustees shall serve for the duration of the Trust Declaration unless they die, become disabled or incapacitated, resign, or are removed for cause. Vacancies of the Union designated Trustees shall be filled by the remaining Union Trustees. Vacancies of Employer designated Trustees shall be filled by the Association. Notification of appointment as Trustee shall be made in writing to each Trustee by the party making the appointment, with a signed copy to the other party. The Trustees so appointed shall immediately meet and sign the ILWU-PMA Pension Fund—Declaration of Trust.

b. In the event a disagreement shall arise resulting in a deadlock among the Trustees over the administration of the Fund or any determination which the Trustees are authorized or empowered to act by this Agreement or by the Trust Declaration, the Trustees shall agree upon an impartial umpire or arbitrator

to decide such dispute. In the event that the Trustees cannot within a reasonable time agree upon such impartial umpire or arbitrator, or in the event that the impartial umpire or arbitrator chosen by the Trustees is for any reason unwilling or unable to act as such and decide the dispute, either the Trustees appointed by the Union or the Trustees appointed by the Association may petition the United States District Court for the Northern District of California to appoint such an impartial umpire or arbitrator to decide the dispute.

c. The Trustees' power, authority and administration procedure shall be as provided in this Agreement and in the Trust Declaration.

d. The Trustees shall not be compensated for their services but may be reimbursed for authorized expenses as provided in the Trust Declaration. Administrative costs of the Plan shall be kept to a minimum and shall in no case exceed 3% of the annual contributions to the Fund.

9. Additional Participation in the Plan

Employers of Longshoremen as defined herein, whether or not members of the Association, as well as Employers of Walking Bosses and their Employees may, under such terms as the Union and the Association shall agree upon and upon such Employers signing a statement agreeing to be bound by this Agreement and the Declaration of Trust and any amendments or supplements to either docu-

ment, participate in the Plan. In such event, such Employers shall be deemed to be included in the definition of Employer herein and such Employees shall be deemed to be Longshoremen within the meaning of the terms specified herein.

10. Integration with Existing Company Pension Plans

It is recognized that certain Employers have existing company pension plans for their employees. Such company pension plans are not uniform. The Trustees shall, prior to July 1, 1952, determine upon an equitable procedure to integrate with this Plan such company pension plans. In doing so the Trustees shall, so far as possible, place the Employers and Employees participating in such company pension plans on an equality with the Employers and Employees participating only in this Plan. The integration shall be accomplished by an amendment or amendments to this Agreement.

11. Amendment of Plan, Termination of Agreement, and Review

a. The contributions required by this Agreement or any supplement or amendment thereto shall cease July 1, 1961. The Plan shall continue in effect thereafter until the then existing Fund has been exhausted.

b. This Agreement and the Declaration of Trust shall terminate if and when the contributions in escrow are disbursed as provided in Paragraph 4e (2) hereof.

c. The Plan, but not the amount of contributions per assessment ton, shall be subject to annual review July 1 of each year of its existence.

d. As of July 1, 1956, the amount of contribution per assessment ton and Pension Payments provided for herein shall be subject to review, at which time the parties may agree to increase or decrease such contributions. Any increase or decrease in the amount of contribution per assessment ton shall be by amendment to this Pension Agreement which shall be submitted to the Bureau for its approval in accordance with Paragraph 4d of this Agreement.

e. Except as provided herein no other or additional pension plan shall become effective before July 1, 1961.

f. This Agreement and the Trust Declaration shall be communicated to the Employees as provided by Internal Revenue Code Regulation 111, Sec. 29,165-1, as amended.

g. This Agreement may be amended by mutual consent of the parties or their successors at any time, and all amendments will be submitted to the Bureau of Internal Revenue.

Signed this 26th day of December, 1951.

For the Association:

/s/ HENRY W. CLARK

/s/ J. P. CRIBBIN

For the Union:

/s/ HARRY BRIDGES

/s/ H. J. BODINE

/s/ L. B. THOMAS

ILWU-PMA Pension Plan— Declaration of Trust

This Declaration of Trust made as of the 1st day of July, 1951, by and between all of the Trustees who are signatories hereto;

WITNESSETH:

WHEREAS, the International Longshoremen's & Warehousemen's Union on its own behalf and on behalf of its locals and the Pacific Maritime Association representing its member companies in whose behalf the Pacific Coast Longshore Agreement, effective June 16, 1951, was executed, after extended negotiations entered into a Pension Understanding effective June 15, 1951, by which they agreed to establish an ILWU-PMA Pension Plan consisting of a pension agreement, pension fund and a trust declaration, and

WHEREAS, pursuant to said Pension Understanding the said International Longshoremen's & Warehousemen's Union and Pacific Maritime Association have simultaneously herewith entered into the ILWU-PMA Pension Agreement and provided for the establishment of a pension fund, and trust declaration for the purpose of making pension payments to certain eligible longshoremen,

NOW, THEREFORE, in consideration of the premises the Trustees hereby declare this to be an irrevocable trust for the sole and exclusive benefit of eligible longshoremen or pen-

sioners and do further declare as follows:

1. Purpose

The purpose of this Declaration of Trust is to establish the aforesaid irrevocable trust and the ILWU-PMA Trust Fund (which together with the Agreement constitutes the Pension Plan), and to provide the means to and method of administering the Plan. The Trustees shall be bound by the Agreement insofar as it pertains to them and shall perform the duties and obligations required of them by the Agreement and this Trust Declaration.

2. Definitions

The terms used in this Trust Declaration wherever they shall appear in such Trust Declaration shall be as defined in paragraph 2 of the ILWU-PMA Pension Agreement entered into simultaneously herewith which paragraph is specifically incorporated herein by reference.

3. Receipt and Investment of Funds

a. The Trustees declare that they will, as Trustees, receive, hold and disburse the Contributions, the increments therefrom, or any money or property which may come into their hands, as Trustees, in accordance with the terms of the Agreement and of this Trust Declaration, and further declare that all such funds and property shall constitute the ILWU-PMA Trust Fund which is hereby created.

b. The Trustees shall deposit all moneys when received in a reputable bank or banks which shall be designated by them for that

purpose.

c. The Trustees shall invest and reinvest all funds not required for current administration expenses and Pension Payments in such manner as best to safeguard the interest of the Longshoremen who are Beneficiaries of this Trust, and in accordance with competent advice with respect to types of investment, current market conditions, and future investment possibilities. In general, the powers of the Trustees to invest the trust funds shall be the same as provided by California Civil Code Section 2261 for the investment of trust funds.

4. Disbursement of the Fund.

The Trustees shall use and apply the Fund for the following purposes:

a. To provide Pension Payments as are authorized and provided for in the Agreement and this Trust Declaration.

b. To pay or provide for the payment of all reasonable and necessary expenses of administering the affairs of the Plan, including reimbursing the Union and the Association for any extra expenses authorized by the Trustees incurred in furnishing statistical information or otherwise assisting the Trustees, also including any expenses incurred by either the Trustees, the Union or the Association in efforts to enforce payment of Contributions whether by suit or otherwise, also including the employment by the Trustees of such auditing, accounting, administrative, legal, actuarial,

investment counselling, expert and clerical assistance, the renting of such suitable office space, the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties and the administration of the Plan, provided, however, that all such expenditures and the expenditures provided for by paragraph 4d below shall be kept to a minimum and shall not exceed 3% of annual Contributions to the Fund.

c. To establish and accumulate such reserve funds as may be necessary to take care of the possibility of subsequent periods of reduced tonnage and such reserve funds as the Trustees, in their discretion, otherwise deem necessary or desirable for the proper execution of the Trust herein created.

d. To provide fidelity bonds for each of the Trustees and all other persons authorized to handle, deal with or draw upon the moneys in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount and to be secured from such companies as the Trustees shall determine.

5. Title to and Control of the Fund

a. Title to and control of all of the moneys paid into the Fund and all of its property shall be vested in and remain exclusively in the Trustees and neither the Association, the Union nor any Employer or Employee or any Longshoreman who is or expects to be eligible

or entitled to Pension Payments shall have any right, title or interest in any of the moneys or property of the Fund. No benefits or moneys or property of this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person other than the Trustees for any purpose, or by the Trustees for any purpose other than as herein provided, and any attempt to do so shall be void.

b. The Employers' Contributions to be paid into the Fund shall not constitute or be deemed wages due to Employees. The Contributions and all money and property in the Fund shall not in any manner be liable for or subject to the debts, contracts or liabilities of the Association, Union, Employers or Longshoremen.

c. No Longshoreman shall have the right to receive any part of the Contributions instead of monthly Pension Payments, nor to assign his Pension Payments, nor to receive a cash consideration in lieu of such monthly Pension Payments, either upon the termination of this Trust or his withdrawal through severance of employment or otherwise.

6. Appointment, Qualification and Substitution of Trustees

a. There shall be six Trustees each of whom shall be of good moral character and qualified to obtain an appropriate fidelity bond. Three Trustees are to be designated by the Union and three Trustees are to be designated by the

Association. The Trustees shall serve for the duration of the Trust Declaration unless they die, become disabled or incapacitated, resign or are removed for cause. Vacancies of the Union designated Trustees shall be filled by the remaining Union Trustees. Vacancies of Employer designated Trustees shall be filled by the Association. Notification of appointment as Trustee shall be made in writing to each Trustee by the party making the appointment, with a signed copy to the other party. The Trustees so appointed shall immediately meet and sign the ILWU-PMA Pension Fund-Declaration of Trust.

b. The Trustees shall have the duty to require that each Trustee and all other persons authorized to handle, deal with or draw upon the Fund, prior to being placed in a position to, or to being given an opportunity to handle, deal with or draw upon the Fund, shall obtain a fidelity bond in such amount and to be secured by such surety or sureties as the Trustees shall determine; the cost of such bonds to be paid as provided in paragraph 4d above. The Trustees shall, from time to time, review the amount of said bonds as compared with the total of the Fund and require such adjustments in the amount of such bonds as are appropriate.

c. Any successor Trustee, designated as herein provided, shall upon signing this Trust Declaration and without further act, become

vested with all the estate, rights, powers, discretion and duties but not the liabilities of his predecessor Trustee with like effect as if originally designated as a Trustee herein.

d. Any Trustee who for any of the reasons specified above shall cease to be a Trustee shall forthwith turn over to the remaining Trustees at the office of the Plan any and all records, books, documents, moneys and other property in his possession owned by the Trustees or incident to the administration of the Plan.

e. The powers of the Trustees to act as provided herein shall not be impaired or limited in any way, pending the designation of a successor Trustee to fill any vacancy.

7. Procedure for Action by the Trustees

a. Each Trustee may be required to serve a term as chairman of the Trustees according to a plan of rotation agreed upon by the Trustees, which shall provide that Association and Union Trustees shall serve alternately for set terms.

b. Decision of the Trustees shall be made by concurring vote of a majority of all the Trustees.

c. The vote of the Trustees may be cast by them in person at a meeting or may be evidenced by written instruments signed by or telegrams from the requisite number of Trustees, after written notice to all the Trustees of the question to be decided. The Chairman or any two Trustees may call a meeting of the

Trustees at any time by giving at least five (5) days written notice of the time and place thereof to each Trustee. Meeting of the Trustees may also be held at any time without notice if all of the Trustees consent thereto.

d. In the event a disagreement shall arise resulting in a deadlock among the Trustees over the administration of the Fund or any determination which the Trustees are required to make, or any issue upon which the Trustees are authorized or empowered to act by this Trust Declaration or by the Agreement, the Trustees shall agree upon an impartial umpire or arbitrator to decide such dispute. In the event that the Trustees cannot within a reasonable time agree upon such impartial umpire or arbitrator, or in the event that the impartial umpire or arbitrator chosen by the Trustees is for any reason unwilling or unable to act as such and decide the dispute, either the Trustees appointed by the Union or the Trustees appointed by the Association may petition the United States District Court for the Northern District of California to appoint such an impartial umpire or arbitrator to decide the dispute.

e. The Trustees shall not receive compensation for the performance of their duties as Trustees, but shall be reimbursed for all reasonable and necessary expenses which they incur in the performance of such duties. The cost and expense, including counsel fees, of any suit or proceeding brought against the

Trustees or against an individual Trustee arising out of acts within the course and scope of the powers and duties of the Trustees shall be paid from the Fund.

f. All checks, drafts, vouchers or other withdrawals of money from the Fund shall be authorized in writing or countersigned by at least one Union Trustee and at least one Association Trustee.

g. An annual audit of the Fund shall be made by competent auditors to be designated by the Trustees. A statement of the results of said annual audit shall be made available for inspection of interested persons at the principal office of the Plan and at such other places as may be designated by the Trustees. More frequent audits may be made at the discretion of the Trustees. The Trustees shall furnish to the Association and to the Union from time to time at regular intervals, reports representing the status of the Fund, application of the Contributions received and other pertinent information regarding the operation of the Fund and the Plan, but the Trustees shall not be required to furnish such reports more often than quarterly.

8. Exemptions from Liabilities

a. No Trustee acting hereunder shall be liable for any action taken or omitted by him in good faith, nor for the acts or omissions of any agent, employee or attorney selected by the Trustees with reasonable care, nor for the

act or omission of any other Trustee; nor shall any Trustee be individually or personally liable for any of the obligations of the Trustees acting as such or of the Fund.

b. Neither any Employer, the Association nor the Union shall be liable in any respect for any of the obligations of the Trustees because such Trustees are officers of, or in any way associated with any Employer, the Association or the Union, it being understood that each of the Trustees designated acts as a representative in a statutory sense only and not as agent of any person, firm, corporation or organization.

c. Neither any Employee, Employer, the Association nor the Union shall be responsible or liable for any debts, obligations, liabilities, acts or omissions suffered, incurred or committed by the Trustees.

9. Amendments

The provisions of this Trust Declaration may be amended and supplemented at any time by an instrument in writing executed by the Trustees and approved by the Association and the Union, provided that no amendment shall alter the primary purpose of the Trust to provide Pension Payments for Eligible Longshoremen.

10. Determinations Regarding Pension Payments

The Trustees annually shall compare the ac-

tual experience of the Plan with the actuarial assumption stated in Paragraph 7c of the Agreement and shall, based on the report of a qualified actuary retained by the Trustees, make a determination of corrected actuarial assumptions. They shall also make a determination with respect to amendments to the Plan. Such determination may relate to changes in the rate of Pension Payments above a minimum of \$100 per month, to the cessation of Pension Payments and to the postponement of retirements. The determination shall recommend the amendments that would be required under such corrected actuarial assumptions and the principles set forth in Paragraph 7d of the Agreement with respect to amendment of the Plan. The Trustees shall be charged with the duty of so far as possible maintaining the Fund at such a level as to be able to pay the Pension Payments provided by the Agreement to those eligible and to exhaust exactly the total contributions into the Fund.

11. Termination

a. As provided in the Agreement, Contributions to the Pension Fund shall cease July 1, 1961.

b. As provided in Paragraph 7e of the Agreement, the plan shall continue after July 1, 1961, until the trust fund has been expended for the purposes provided for and all liabilities and responsibilities of the Plan have been satisfied. It shall not be possible at any time for any part of the corpus or income of the Fund to be used for or diverted to purposes other

than for the exclusive benefit of Eligible Longshoremen.

c. This Declaration of Trust and the Agreement shall terminate if and when the contributions in escrow are disbursed as provided in paragraph 4e (2) of the Agreement.

12. Place of Business

The place of business of the ILWU-PMA Pension Plan shall be San Francisco, California. Each Trustee shall deposit with the Trustees a written designation of his address and notices sent by registered mail to such address shall be proper notice to the Trustee.

13. Communication to Longshoremen

The Plan shall be communicated to the Longshoremen.

In Witness Whereof, the Trustees have executed this instrument to evidence their acceptance of the trust hereby created and their agreement to be bound thereby as of the day and year first above written.

/s/ GEO. B. SCHIRMER 12/27/51

/s/ K. F. SAYSETTE

/s/ BENT DAMSGAARD

12/26/51

/s/ HARRY BRIDGES

/s/ H. J. BODINE

/s/ L. B. THOMAS