

PACIFIC COAST
LONGSHORE AND CLERKS'
AGREEMENT CONTRACT
DOCUMENT FOR CLERKS AND
RELATED CLASSIFICATIONS

July 1, 1996 – July 1, 1999

Between

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION

Acting on Behalf of Locals

14, 23, 29, 34, 40, 46, 52, and 63

and

PACIFIC MARITIME ASSOCIATION

On Behalf of its Members

in California, Oregon, and Washington

Name _____

Port _____

Local No. _____ Reg. No. _____

Social Security No. _____

The name of the ILWU was officially changed April 1997.

Pacific Coast Clerks' Contract Document

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PACIFIC COAST CLERKS' CONTRACT DOCUMENT

THIS CONTRACT DOCUMENT, dated July 1, 1996, is by and between Pacific Maritime Association (hereinafter called “the Association”), on behalf of its members (hereinafter designated as “the Employers” or the “individual employer”), and the International Longshoremen’s and Warehousemen’s Union (hereinafter designated as “the Union”), on behalf of itself and each and all of its clerks’ locals in California, Oregon and Washington (hereinafter designated as “clerks’ locals”) and all employees performing work under the scope, terms and conditions of this Contract Document. This Contract Document is a part of the ILWU-PMA Pacific Coast Longshore and Clerks’ Agreement.

The parties hereto are the International of the International Longshoremen’s and Warehousemen’s Union and the coastwise Pacific Maritime Association. All property rights in and to the Agreement, including this Contract Document for Clerks and Related Classifications, are entirely and exclusively vested in the Pacific Maritime Association and the International Longshoremen’s and Warehousemen’s Union respectively, and their respective members. In the case of the International Longshoremen’s and Warehousemen’s Union, a majority of the members of both the individual and combined locals covered by the Agreement shall be necessary to designate any successor organization holding property rights and all benefits of the Agreement,

and if an election is necessary to determine a majority of both individual and combined locals in order to establish the possessors of all rights and benefits under this Agreement, such election shall be conducted under the auspices and the supervision of the Coast Arbitrator provided for in Section 17, provided that such designation or election is not in conflict with any paramount authority or lawful or statutory requirements.

SECTION 1

SCOPE OF THIS CONTRACT DOCUMENT AND ASSIGNMENT OF WORK TO CLERKS

This Contract Document, as supplemented by agreements (Port Supplements and Working Rules) for the various port areas covered hereby, shall apply to all employees who are employed by the members of the Association to perform work covered herein. It is the intent of this Contract Document to preserve the existing work of such employees.

1.1 Within the states of California, Oregon and Washington, all clerks' work covered by this Contract Document is assigned to clerks with the exceptions and enlargements set forth in this Section 1.

1.11 This Contract Document covers clerks' work with respect to the movement of outbound cargo only from the time it enters a dock and comes under the control of any terminal, stevedore, agent or vessel operator covered by this Contract Document and covers movement of inbound cargo only so long as it is at a dock and under the control of any vessel operator, agent, stevedore or terminal covered by this Contract Document. In instances where an employer asserts it had no

control of the movement of the cargo in question, the responsibility of proving such lack of control shall be upon the employer.

1.12 When an employer desires to have clerks' work performed in the dock area, clerks shall be employed to do it.

1.13 Documentation work performed by clerks as of July 1, 1978 shall continue to be performed by clerks. In the event that new documents are developed which replace existing documents, then clerks shall be assigned to perform work on such new documentation. If computer remote terminals, electronic or mechanical devices are introduced to replace existing or new documentation, then clerks shall be assigned to perform work on such new equipment for that portion of the work which is recognized as being covered by Section 1. In any event, such work shall not be assigned to non-clerks off dock.

1.131 When any work described in Section 1 is performed by computer remote terminals, electronic, or mechanical devices, the necessary operation of such devices shall be performed by clerks for only the portion of the work which is recognized as being covered by Section 1. The intent is to preserve the traditional work of clerks as provided by the Agreement.

1.2 Clerks' work is described in this Section 1.2:

1.21 The Employers have the sole right to determine whether or not work covered by this Contract Document and the clerks' Port Supplement and Working Rules should be performed. The mere fact that this Contract Document and the clerks' Port Supplements and Working Rules contain wage classifications, job titles or definitions shall not be construed to require the employment of men in such categories.

1.22 However, when any such work is to be done, employees covered by this Contract Document, clerks' Port Supplements and Working Rules, shall be used.

1.23 Employers will not exercise their option as to whether or not work is to be performed as provided in Section 1.21 as a subterfuge to have workers other than employees covered by this Agreement perform such work. It shall be a subterfuge for an employer to assign to or arrange for others to perform work of clerks as provided by this Agreement. ILWU will not use the understanding that such work to be done as described in Section 1.22 as a subterfuge to require the employer to place unnecessary men on the job.

1.24 Definitions of jobs within the 4 basic classifications are not to be construed to set up specialization or to restrict utilization of men, or to curtail flexibility under the Contract Document.

1.25 The job classifications covered by this Contract Document are defined as follows:

1.251 Clerk. An employee responsible for performing any or all of the following clerical functions related to receiving, delivering, checking, tallying, yard and/or cargo area inventorying (including containers), sorting, spotting and inspecting cargo and/or containers for the purpose of taking and recording exceptions, including the recording of necessary notations and the keeping of such records as may be required by the individual employer.

1.2511 Specific Functions. It is understood that the following specific functions are included within the foregoing basic definition of clerk.

1.25111 The detailed language describing "specific functions" which follows is not intended to be a complete listing of the clerical functions referred to in the basic defini-

tion contained in the preceding paragraph; nor is such language to be construed as meaning that all or any of such specific functions shall be performed unless required by the employer; nor shall references to tallying or checking cargo be construed to require that cargo in shipper's package or unit loads, vans, cargo boxes, on pallets or in other containers be broken down or unloaded for tallying or checking unless required by the individual employer; nor shall references to pallets, containers or other cargo equipment be construed to require that clerks need be employed in connection with the handling or moving of cargo on or in such equipment unless required by the individual employer.

1.2512 When required by the employer, clerks' work shall include:

1.25121 Receiving and spotting cargo on the dock from land or water carriers (spotting cargo on the dock shall be deemed to include the marking of dock floors); checking marks on cargo; measuring cargo and marking ship and discharge points on cargo; receiving, delivering and consolidating empty containers and chassis; delivering cargo carriers; checking marks on delivery order against cargo; performing clerks' work under the terms of this Contract Document in connection with the handling or moving of palletized or boarded cargo or cargo in containers, or other cargo equipment.

1.25122 Also, tallying cargo on the dock, or if required by the individual employer, tallying special cargo aboard vessels, segregating by ports of discharge and cargo type; spotting cargo; marking cargo by vessel, port, reference number and number of packages.

1.25123 Also checking, segregating, spotting and tallying cargo from water carrier to dock or carrier on dis-

charge; spotting, checking and tallying cargo to water carrier from carrier or dock on loadout.

1.25124 Also weighing cargo and/or cargo containers on drive-on type scales and recording weights.

1.251241 Where required by the employer, the Union agrees that clerks with necessary "Weighmaster Certificates" will be provided.

1.251242 Where a member company of the Pacific Maritime Association has an existing bargaining relationship, has granted recognition to, and has assigned the work described in Section 1.25124 to a bona fide labor bargaining unit as a result of such relationships and recognition, the assignment of such work herein to the ILWU Clerks, shall not become effective unless the ILWU Clerks obtain the right to represent such worker(s) or unless the ILWU Clerks can assume such work assignment with the concurrence of such other bargaining unit and without jurisdictional work stoppages.

1.2513 Clerks will perform any and all work falling under this contract classification and will shift assignments as required by the employer, who shall not put excessive or unreasonable amounts of work on any employee, and if the union feels that the employee is being imposed upon unreasonably, the matter shall be taken up under the grievance procedure. A clerk may be upgraded during and for the balance of a shift.

1.2514 Clerks' duties shall be performed under the supervision assigned by the employer in accordance with this Contract Document.

1.2515 The practice of direction of supervisors by management is recognized and shall not be disturbed. The direction of the flow of cargo to or from a ship by supercargoes or supervisors is recognized.

1.252 Supervisor. An employee who is assigned to the direction or supervision of the work of other clerks, but who may be assigned to other work covered by this Agreement, as incidental to his other duties.

1.253 Chief supervisor. An employee who is assigned to direct work of supervisors; provided, however, that the individual employer shall have the right to determine whether or not a chief supervisor need be employed if 1 or more supervisors are employed.

1.254 Supercargo. An employee who supervises the loading and/or discharging operations of a vessel, and who, as a direct representative of the employer, in conjunction with other representatives of the employer is responsible for the safe, efficient and proper handling of cargo. He shall have the authority to hire, supervise, place and/or discharge men, and shall perform such duties in accordance with the orders and requirements of his employer. A supercargo shall not do the work of clerks or supervisors, except as incidental to his other duties. The phrase "as incidental to his other duties" is defined to mean: That the supercargo is permitted to perform minor or subordinate duties of a supervisor or clerk in connection with the handling of cargo.

1.3 Any questions arising as to the application or interpretation of Section 1 as it applies to covered work in the dock areas shall be subject to review by the Joint Coast Labor Relations Committee and shall be referred, if necessary, to the Coast Arbitrator for final resolution.

1.4 The Union may at any time, in general or limited terms, waive in writing the right of clerks to do any portion of the work herein assigned to clerks or so accept an interpretation of such assignment, and to the extent and for the time that such waiver or interpretation is accepted by the Association in writing, the

employer may assign or permit assignment of excepted work to any class of workers consistent with such waiver or interpretation. Among the waivers and interpretations that have been made and accepted are:

1.41 - 1.44 *(These Sections of the Longshore Contract Document are not applicable.)*

1.45 Clerks' work with respect to the movement of cargo to or from a vessel at an industrial dock shall be defined as clerks' work covered by this Contract Document and is assigned to clerks. Existing practices under which other workers perform such clerks' work at an existing facility may be continued. An industrial dock is a dock at a facility where materials are manufactured and/or processed and from which they are shipped or at which materials used in the manufacture or process are received, and the dock operator has a proprietary interest in such materials.

1.5 - 1.6 *(These Sections of the Longshore Contract Document are not applicable.)*

1.7 Definitions.

1.71 The term "clerk" as used herein shall mean any employee working under this Contract Document. *(See Addendum, No Discrimination.)*

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

1.8 An employer in a port covered by this Contract Document who joins the Association subsequent to the execution hereof

and who is not a party to any conflicting clerks' agreement becomes subject to this Contract Document.

SECTION 2

HOURS AND SHIFTS

2.1 The standard work shifts and work week consist of the first 8 hours on the first shift, the first 8 hours on the second shift and the first 5 hours on the third shift, Monday through Friday. Work outside the standard work shifts on Monday through Friday and all work on Saturdays, Sundays, and Agreement holidays is overtime work.

2.2 Meal time shall be 1 hour.

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

2.22 The midshift meal hour on the second shift shall be at either 10:00 p.m. or 11:00 p.m. in those ports whose normal starting time is 6:00 p.m. and at either 11:00 p.m. or 12:00 midnight in those ports whose normal starting time is 7:00 p.m. In either case the 2 meal hours constitute the established meal period.

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

2.231 When men are sent to the midshift meal an hour later than the established midshift meal period under Section 2.23 and an extended shift is not worked, the men shall be paid 1 hour extra at the overtime rate on either the first shift or the second shift.

2.24 Except when released as provided in Section 2.25, employees shall go to midshift meals as directed by the employer under the provisions of Sections 2.21, 2.22 and 2.23.

2.25 When so ordered, employees shall work 6 hours without a midshift meal on all vessels. The employees will then be released with payment for the full shift.

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

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

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

2.4 The standard work shifts shall be as set forth in Section 2.41.

2.41 The first shift shall start at 8:00 a.m. except that the initial start may be made later than 8:00 a.m. The second shift shall start at 6:00 p.m., provided that the Joint Port Labor Relations Committee in any port may by mutual agreement alter the second shift regular starting time for such port to 7:00 p.m. An employer who orders clerks for the third shift may start the second shift, at the option of the employer, at 5:30 p.m. or 6:00 p.m. or at the second shift regular starting time set by the Joint Port Labor Relations Committee. The initial start on the second shift may be made later than the regular starting time. The third

shift shall start at 2:30 a.m. or 3:00 a.m. at the option of the employer.

2.411 The term “initial start” refers to the man’s start, not the job or ship’s start.

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

2.43 The first shift may not overlap the next shift for work purposes, but may overlap the next shift at a different berth for payroll purposes. The work of the second shift clerks that are sent to eat and return to work may overlap the work of the third shift clerks but only for the purpose of completing the pay guarantee. This restriction does not apply to supervisors or supercargoes.

2.431 However, for the purpose of implementing Section 2.4492 work on the third shift and first shift may overlap between 7:00 a.m. and 8:00 a.m., and

2.432 For the purpose of implementing Section 2.5 any work shift may overlap the following work shift.

2.44 The following are the extensions or exceptions to the standard shifts:

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

2.442 A 2-hour leeway without going to a second meal or receiving meal money shall be allowed, thus extending the 8 hour shift to a maximum of 10 hours, when a vessel is required to finish in order to shift.

2.443 On the shift immediately preceding the final work shift, clerks may be required to work a maximum of 9 hours.

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

2.4441 Some clerks may work the standard shift, some clerks work part of the extension and other clerks work the full extension.

2.445 A 1-hour leeway shall be allowed on the third shift, thus extending the 5-hour shift to a maximum of 6 hours. Clerks shall receive the full hour at the rate provided in Section 4.153.

2.446 The standard shift shall be extended to work a vessel in case of real emergency, such as fire, or a leaking vessel in danger of sinking, and clerks thus employed shall go to eat when ordered to do so.

2.447 When no replacements are available to the employer in the area, clerks in their home port shall work a maximum of 10 hours.

2.4471 Where clerks travel from home port to another port they shall not work longer than the maximum provided for in Sections 2.442, 2.443 and 2.444.

2.448 An extension of up to 2 hours on any shift shall be allowed when using a floating crane to finish any heavy lift operation but shall apply only to the men involved.

2.449 Dock Operations.

2.4491 Any dock facility may operate from 7:00 a.m. to 6:00 p.m. and from 5:00 p.m. to 4:00 a.m. at the option of the employer.

2.4492 For flexibility on dock operations, basic clerks may (1) be ordered to work for 1 full hour only prior to the start of any shift or (2) be directed to work for 1 full hour only after any shift. Individual basic clerks shall be limited to a total of 9 hours on the first shift, 9 hours on the second shift, and 6 hours on the third shift. The 1 hour of work before or after the first and second shifts shall be paid at 1.5 times the straight time rate and on the third shift at 1.8 times the straight time rate.

2.45 Supervisors and supercargoes may be ordered by the employer to start work prior to the normal shift starting time and also to work beyond the end of the shift.

2.451 Supercargoes and Chief Supervisors shall be paid a minimum of 1 hour extended time prior to the start of each shift and 1 hour at the end of each shift. Such extended time shall be payable in accordance with the provisions of Section 4, except as provided in Section 3.114. Any and all work required of these categories by the employer during these extended hours shall be performed.

2.452 Chief supervisors shall be limited to a maximum of 10 hours per shift. Exception: When working a flex hour (Section 2.4492) prior to the start of the shift or working an extended hour(s), chief supervisors shall be entitled to an additional hour(s) up to a maximum of 12 hours per shift. (An additional hour may be paid when voluntarily working through the meal hour.)

2.453 Fifteen percent and 25% supervisory clerks shall be limited to ten hours' pay per shift with the understanding that 15% and 25% supervisors shall report to the job one hour prior to the start of the standard shift. Exception: When working a flex start, voluntarily working through the meal hour, or to work an extra hour's extended time at the end of the shift, 15% and 25% clerk supervisors shall be entitled to one hour ad-

ditional pay up to a maximum of 12 hours per shift. Local flex time (Section 2.4492) agreements shall remain in effect.

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

2.6 Clerks shall be available to the employers for 3 shifts. The employer shall determine the number of shifts to be worked and the number of clerks used on each shift. Clerks will report at the shift starting time designated by the employer in accord with the Contract Document.

SECTION 3

GUARANTEES

3.1 Eight-hour guarantee.

3.11 Applicability and method of payment.

3.111 Fully registered and limited registered clerks who are ordered to a job and who report to work and are turned to shall receive a guarantee of 8 hours' work or 8 hours' pay, except on the third shift where a guarantee of 5 hours' work or 5 hours' pay is applicable.

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

3.113 On the second shift, the 8-hour guarantee of work or pay shall be provided within a spread of 9 hours from the normal starting time, or in the San Francisco Bay Area from the beginning of a late subsequent start permitted under the present provisions in the San Francisco working rules. The spread is enlarged by 1 hour for a late initial start.

3.114 In the event a full shift of work cannot be provided and dead time results, such dead time shall be payable at the regular hourly rate of the shift involved to which the employee is entitled under Section 4.13. No penalty cargo rates shall be paid for dead time hours.

3.1141 When at least 1 hour of such dead time results, the 1 hour extended time at the end of the shift provided for in Section 2.451 shall be paid for at the established shift rate.

3.115 A clerk shall have only one 8-hour guarantee in any 1 day (*See Section 3.27*).

3.12 Exceptions to 8-hour guarantee.

3.121 The 8-hour guarantee shall not apply in the following circumstances:

3.1211 When clerks are neither turned to nor ordered to stand by (*See Section 3.22*);

3.1212 When clerks are turned to or ordered to stand by and work cannot commence, continue or resume because of bad weather (such determination to be made by the employer) and the clerks are not ordered back after a midshift meal (*See Section 3.23*);

3.1213 When insufficient longshoremen report to work so that the 4-hour guarantee is applicable (*See Section 3.221*);

3.1214 When clerks employed at Selby, California, are not shifted to other operations to fill out the 8-hour guarantee (*See Section 3.27*); and

3.1215 As provided in Section 3.3.

3.122 Where clerks have been ordered and fail to report to work at all or on time, thus delaying the start of an operation, the time lost thereby until replacements have been provided or

until the clerk has been turned to shall be deducted from the 8-hour guarantee.

3.123 When clerks are traveled and, as a result, their starting time is later than 9:00 a.m. so that it is impossible to fill out the 8-hour guarantee between 8:00 a.m. and 6:00p.m., the guarantee shall be pay or work from actual starting time until 6:00 p.m., except for the meal hour. The same principle shall apply to a night shift start.

3.124 When hours are lost as a result of stop-work meetings, or mutual agreement of the ILWU and PMA, such hours shall be deducted from the 8-hour guarantee.

3.125 When clerks are employed at Selby, California, the employer may shift the clerks to other operations to fill out an 8-hour guarantee, otherwise the guarantee is only 4 hours. If clerks are not shifted to other work but are ordered back after a midshift meal, a second 4-hour minimum shall apply.

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

3.131 Clerks paid a differential under Section 4.3 may be shifted by the employers to comparable work or to any clerks' work without reduction in their differential rate.

3.132 The employer shall have the right to release any clerk at any time during a shift or at the end of a shift while expressly observing all provisions of the Port Supplements.

3.1321 The employers have the right to order back after any shift only such clerks as they require while expressly observing all provisions of the Port Supplements.

3.133 The shifting of registered and limited registered clerks shall be carried out without bumping.

3.14 Rules and examples applicable to shifting clerks:

3.141 Initial late start orders may be placed at the dispatching hall to work a ship and to shift to a second ship for a late start on the second ship. Clerks so ordered shall be dispatched for the second ship, with orders to work the first ship only as a fill-in.

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

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

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

3.145 Shifting of clerks under Section 3.13 or Section 3.14 may be accomplished without clearance through the dispatching hall.

3.15 Possible adjustments in small ports:

3.151 The full provisions of the 8-hour guarantee shall prevail in all ports. In ports of 6 gangs of longshoremen or less adjustments may be made in leeway for late starts because no alternative work is available to fill out the 8-hour guarantee by mutual agreement at the local level provided there is approval by the Joint Coast Labor Relations Committee.

3.2 Four-hour minimum.

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

3.22 Clerks who are ordered, report for work as ordered and are ready to turn to but are not turned to shall receive the 4-hour minimum. Such clerks may be required to stand by for a maximum of one-half hour within the 4-hour minimum.

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

3.2211 Clerks directly related to the operation who report for work as ordered shall be turned to. They may be released 1 hour later if the balance of the work does not commence or continue thereafter because of insufficient longshoremen being present. If they are so released they shall receive a 4-hour minimum in addition to the time they may have worked prior to the commencement of the shift.

3.222 When the required minimum number of longshoremen report and turn to as directed and work continues up to the midshift meal hour and there are longshoremen who as yet have not reported, then either the longshoremen or the employer can determine that work cannot continue thereafter.

When work ceases under these circumstances or if the employer determines that the operation is not satisfactory prior to the meal hour, then the minimum pay for clerks shall be time worked or 4 hours, whichever is the greater.

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

3.2231 Clerks shall be shifted to other work or shall be released with a 4-hour minimum.

3.23 Inclement weather.

3.231 When men are ordered to stand by and work cannot commence because of bad weather (such determination to be made by the employer), the 4-hour minimum shall apply. Any dead time resulting from bad weather shall be paid under Section 3.114.

3.232 When men are turned to and work cannot continue because of bad weather (such determination to be made by the employer), the 4-hour minimum shall apply unless the men are ordered back after a midshift meal. Any dead time resulting from bad weather shall be paid under Section 3.114.

3.233 When men are turned to and commence work at the start of a shift in bad weather, they shall be entitled to pay for the full shift. Any dead time resulting from bad weather shall be paid under Section 3.114.

3.24 *(This Section of the Longshore Contract Document is not applicable.)*

3.25 *(This Section of the Longshore Contract Document is not applicable.)*

3.26 Any replacement who is not refused employment for personal cause is to be paid for time worked on his initial shift, but he shall not receive less than the remainder of the original man’s guarantee. Replacements caused by industrial injury or illness shall continue to receive time worked, or a minimum of 4 hours, whichever is greater.

3.27 When clerks are employed at Selby, California, they have a 4-hour guarantee. If the employer shifts the men to other operations or orders them back after a midshift meal, then the 8-hour guarantee shall apply.

3.28 A clerk who has received an 8-hour guarantee and has been dispatched from the hall to a new job shall receive an additional 4-hour guarantee for the second job.

3.3 General provisions as to guarantees.

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

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

3.33 When clerks are not sent to eat before the beginning of the second hour of the 2-hour meal period, pay for the work in the second hour shall be one-half hour if worked less than

one-half of such hour and 1 full hour if worked one-half or more than one-half of such hour.

3.34 When clerks are knocked off work 6 minutes or more after the even hour, they shall be paid to the next one-half hour and when knocked off 36 minutes or more past the even hour, they shall be paid to the end of the hour.

3.35 *(This Section of the Longshore Contract Document is not applicable.)*

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

SECTION 4

WAGES

4.1 Wage Rates.

4.11 The basic straight time hourly rate of pay for clerks shall be as follows:

Effective 8:00 a.m. 6/29/96	\$24.68
Effective 8:00 a.m. 6/28/97	\$25.68

4.12 All hourly rates of pay shall be as set forth in the Wage Schedule and shall be effective as set forth therein.

4.13 Work Experience Straight Time Hourly Rates.

4.131 Each employee, regardless of registration or non-registration status, unless exempted under Section 4.132, shall be paid for work under this Contract Document on the basis of total worked hours in the industry accumulated since the beginning of the 1976 payroll year. The total accumulated worked hours credited to the employee at the end of the previous payroll week (7:59 a.m. Saturday) shall determine the employee’s appropriate straight time hourly rate according to the following table:

Work Experience Hours	Straight Time Hourly Rate	
	Eff. 6/29/96	Eff. 6/28/97
4,001 or more hours	\$24.68	\$25.68
2,001 through 4,000 hours	\$20.78	\$21.50
1,001 through 2,000 hours	\$18.78	\$19.50
0 through 1,000 hours	\$17.78	\$18.50

4.1311 Qualifying hours for pay rate status as set forth in Section 4.131 above shall include all hours for which pay is received, excluding vacation hours, paid holiday hours, and Pay Guarantee Plan hours.

4.1312 At the end of each succeeding payroll week, each employee, regardless of registration or non-registration status, will be credited with any hours worked. If the new total accumulated worked hours exceeds the upper limit of the work experience hours grouping in which the employee is classified, pay for hours worked the following payroll week and succeeding weeks shall be based on the hourly rate of the next work experience grouping.

4.1313 All other derivative rates, such as the second and third shift rates and the overtime rates shall be calculated from the rates described in Section 4.131. All skill rates appropriate to the work being performed shall be applied to the rates so derived.

4.132 All Class A and Class B employees registered on or before June 30, 1987 shall be exempted from the work experience requirements of Sections 4.131 through 4.1313 and shall be entitled to receive the basic straight time hourly rate or rates derived therefrom.

4.14 Shift Rates and Overtime Rates.

4.141 *Shift Rates:* The first shift hourly rate shall be the basic straight time hourly rate. The second shift hourly rate shall be 1.333333 times the basic straight time hourly rate. The

third shift hourly rate shall be 1.6 times the basic straight time hourly rate. (*See exceptions in Section 4.154.*)

4.142 *Overtime Rates:* The overtime hourly rate shall be 1.5 times the basic straight time hourly rate on the first shift, 1.5 times the basic straight time hourly rate on the second shift and 1.8 times the basic straight time hourly rate on the third shift.

4.15 Payment of Rates.

4.151 *First Shift.* The basic straight time hourly rate shall be paid for the first 8 hours worked between the hours of 8:00 a.m. and 6:00 p.m. on the first shift Monday through Friday. The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8 hours, for work outside the hours of 8:00 a.m. to 6:00 p.m. on the first shift Monday through Friday and for all hours worked on the first shift on Saturday, Sunday, and Agreement Holidays.

4.152 *Second Shift.* The second shift hourly rate (1.333333 times the basic straight time hourly rate) shall be paid for the first 8 hours worked on the standard second shift, as set forth in Section 2.41, Monday through Friday. (*See exception in Section 4.154.*) The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8 hours, for work outside the standard 8-hour second shift Monday through Friday and for all hours worked on the second shift on Saturday, Sunday, and Agreement Holidays.

4.153 *Third Shift.* The third shift hourly rate (1.6 times the basic straight time hourly rate) shall be paid for the first 5 hours worked on the standard third shift, as set forth in Section 2.41, Monday through Friday. The third shift overtime rate (1.8 times the basic straight time hourly rate) shall be paid for work in excess of 5 hours, for work outside the standard 5-hour third

shift, Monday through Friday, and for all hours worked on the third shift on Saturday, Sunday and Agreement holidays.

4.2 Training Rates of Pay.

4.21 The hourly rate of pay for training shall be the employee’s straight time rate as established under Sections 4.13 through 4.132, not to exceed, however, the following maximum hourly rates:

- Effective 8:00 a.m., June 29, 1996 \$21.05
- Effective 8:00 a.m., June 28, 1997 \$21.77

4.3 Supervisors, Chief Supervisors and Supercargoes Differentials.

4.31 Wages to be called skill differentials shall be paid for the types of work specified below.

4.311 The skill differentials are a percentage of the 1993-1996 basic straight time hourly rate.

4.312 Skill differentials:

<i>Effective Date:</i>	<u>6/29/96</u>	<u>6/28/97</u>
15% (\$3.40) Skilled Wage Rate	\$28.08	\$29.08
25% (\$5.67) Skilled Wage Rate	\$30.35	\$31.35
30% (\$6.80) Skilled Wage Rate	\$31.48	\$32.48

4.313 The skill differential rate for the first shift shall be the straight time skill differential rate set forth in Section 4.312; the skill differential rate for the second shift shall be 1.333333 times the straight time skill differential rate; the skill differential rate for the third shift shall be 1.6 times the straight time skill differential rate.

4.314 During overtime hours, the skill differential rates shall be 1.5 times the straight time rate on the first and second shifts and 1.8 times the straight time skill differential rate on the third shift.

4.32 Clerks, while employed as supervisors, shall receive the 15% (\$3.40) Skilled Wage Rate.

4.33 Clerks, while employed as chief supervisors, supercargoes, and vessel planners covered by a Supplemental Agreement (See Addenda –Vessel Planning) shall receive the 30% (\$6.80) Skilled Wage Rate.

4.34 Any employee who now receives a higher basic wage than that provided in this Contract Document shall not have his salary reduced because of the Contract Document going into effect.

4.35 Clerks, while employed as kitchen/tower clerk supervisors, yard clerk supervisors, vessel clerk supervisors, and other such clerk supervisors who perform the same function utilizing computer equipment to direct cargo and equipment operations in the yard and against vessels shall receive the 25% (\$5.67) Skilled Wage Rate.

4.4 Penalty cargo rates.

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

4.42 *(This Section of the Longshore Contract Document is not applicable.)*

4.43 Where 2 penalty rates might apply, the higher penalty rate shall apply and in no case shall more than one penalty rate be paid.

4.44 The penalty cargo rate for the first shift shall be the straight time penalty cargo rate as set forth in the Penalty Cargo List; the penalty cargo rate for the second shift shall be 1.333333 times the straight time penalty cargo rate; the penal-

ty cargo rate for the third shift shall be 1.5 times the straight time penalty cargo rate.

4.45 During overtime hours on the first, second, and third shifts the penalty cargo rate shall be 1.5 times the straight time penalty cargo rate.

4.46 The straight time penalty cargo rate for working explosives shall at all times equal the employee's straight time rate as set forth in Section 4.13.

4.47 Where differentials and penalties both apply, the allowance for both the differential and the penalty shall be added to the basic rate and shall be augmented for shift differentials and overtime hours as provided in this Section 4.

4.48 Supervisors and supercargoes.

4.481 Supercargoes and ship supervisors in charge of hatch clerks will be paid penalty cargo rates when 50% or more of the hatch clerks receive the penalty cargo rate.

4.482 Dock supervisors working directly against a vessel will be paid penalty cargo rates when 50% or more of the hatch clerks they are supervising receive penalty cargo rates when loading or discharging of the ship is actually in progress.

4.5 Subsistence.

4.51 Subsistence rates when payable shall be \$60.00 per night for lodging and \$11.00 per meal.

4.6 Mileage Allowance.

4.61 A mileage allowance for transportation shall be payable to each employed traveler. The amount shall be the maximum non-taxable mileage rate in accordance with IRS standards.

4.62 Rate changes by the IRS will be implemented as soon as administratively possible but no later than 30 days from notification.

4.63 When automobile mileage allowance is payable under local travel provisions then "travel time" shall be determined on the basis of actual automobile driving time, up to existing speed limits, in increments of no less than 15 minutes. Failure of the local parties to agree to a schedule on this basis shall be submitted to the Area Arbitrator for final determination in accordance with these guidelines.

4.64 There shall be no other changes made in local travel provisions during the term of this Agreement, except for changes made at the local level by mutual agreement.

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

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

4.72 Any damage must be a direct result of performing work and must be reported to company supervision on the job when it occurs.

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

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

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

4.76 Any second approved claim by an individual for broken glasses may be reimbursed by replacement with safety-type glasses.

4.77 Claims for lost or stolen items are not valid.

SECTION 5

HOLIDAYS

5.1 The following holidays shall be recognized: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Cesar Chavez' Birthday, Memorial Day, Independence Day, Bloody Thursday, Harry Bridges' Birthday, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

5.2 Holiday observance and work schedule. The observance of holidays and the work schedule on the holidays listed in Section 5.1 shall be as follows in all U.S. Pacific Coast ports:

New Year's Eve Day, December 31 and

New Year's Day, January 1—No work shall be performed between 3:00 p.m., December 31 and 7:00 a.m., January 2.

Exceptions: (a) An extended shift will be worked from 3:00 p.m. to 5:00 p.m. on December 31 for the purpose of finishing a ship and (b) the provision for "no work" shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

Martin Luther King's Birthday, 3rd Monday in January—Normal work day.

Lincoln's Birthday, February 12—Normal work day.

Washington's Birthday, 3rd Monday in February—Normal work day.

Cesar Chavez' Birthday, March 31—Normal work day.

Memorial Day, last Monday in May—Normal work day.

Independence Day, July 4—Normal work day.

Bloody Thursday, July 5—No work shall be performed between 8:00 a.m., July 5 and 7:00 a.m., July 6.

Harry Bridges' Birthday, July 28—Normal work day.

Labor Day, 1st Monday in September—No work shall be performed between 8:00 a.m. on Labor Day and 7:00 a.m. the day after Labor Day.

Exception: The provision for "no work" shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

Veterans' Day, November 11—Normal work day.

Thanksgiving Day, 4th Thursday in November—No work shall be performed between 8:00 a.m. Thanksgiving Day and 7:00 a.m. the following day.

Exception: The provision for "no work" shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

Christmas Eve Day, December 24 and

Christmas Day, December 25—No work shall be performed between 3:00 p.m., December 24 and 7:00 a.m., December 26.

Exceptions: (a) An extended shift will be worked from 3:00 p.m. to 5:00 p.m. on December 24 for the purpose of finishing a ship and (b) the provision for "no work" shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

5.21 When a holiday falls on Sunday, the work schedule provided in Section 5.2 shall apply on Sunday; however, the holiday shall be observed on Monday and payment as provided in Sections 5.32, 5.321 and 5.322 shall apply to Monday.

5.22 On Election Day the work shall be arranged so as to enable the men to vote.

5.23 Where work ceases at 3:00 p.m. (December 24 and December 31) the day shift guarantee shall be 6 hours on an 8:00 a.m. start and 5 hours on a 9:00 a.m. start.

5.24 Any work schedule restriction provided in Section 5.2 shall not apply in the event of an emergency involving the safety of vessel, life or property.

5.3 Paid Holidays. The following holidays shall be recognized as “paid holidays”: New Year’s Day, Martin Luther King’s Birthday, Washington’s Birthday, Cesar Chavez’ Birthday Memorial Day, Independence Day, Harry Bridges’ Birthday, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year’s Eve Day.

5.31 Eligibility for paid holidays. Only registered employees are entitled to receive a “paid holiday,” provided:

5.311 They have registration status on the date of the “paid holiday,” and

5.312 Have worked the required number of hours, in the most recent payroll year for which total payroll year hours are available, to qualify for a 1-week basic vacation as provided in Section 7.11.

5.313 In addition to Sections 5.311 and 5.312, employees receiving their job assignments through the dispatch hall must be available for at least 2 of the 5 days, Monday through Friday (exclusive of the holiday), during the payroll week in which the holiday falls.

5.3131 Employees who work the required hours to have qualified for a 2-week basic vacation in the prior payroll year shall not be required to meet the provisions of Section 5.313 on paid holidays which are normal workdays, i.e., Mar-

tin Luther King’s Birthday, Washington’s Birthday, Cesar Chavez’ Birthday, Memorial Day, Independence Day, Harry Bridges’ Birthday, Veterans’ Day.

5.314 In addition to Sections 5.311 and 5.312, employees working on a steady basis must meet the availability requirement of their employer.

5.315 The availability provision of Section 5.313 or Section 5.314 shall not apply to absence while on vacation or because of sickness or injury which is verified.

Payment. A registered employee eligible for a “paid holiday” shall receive pay equivalent to 8 hours at the straight time rate to which the employee is entitled under Section 4.13 for the week in which the “paid holiday” occurs.

5.321 Registered employees eligible for a “paid holiday” shall receive payment as provided in Section 5.32 above, whether they work or not. When registered employees who are eligible for a “paid holiday” perform work on such holiday, their additional payment for working shall be as prescribed in Section 4.

5.322 Registered employees not eligible for a “paid holiday” and non-registered employees who perform work on any of the paid holidays listed in Section 5.3 above shall be paid for working as prescribed in Section 4.

5.33 Disbursement. Payment for each “paid holiday” shall be made on the second payday following the payroll week in which the “paid holiday” falls. The Pacific Maritime Association shall be the disbursing agent for such payments.

5.331 An employee who does not receive a “paid holiday” payment because of illness/injury, vacation, visiting, full-time union employment, full-time joint employment, jury duty or any other reason in which the employee claims eligibility requirements were met, shall file a claim. To be valid,

such claim for “paid holiday” payment must be submitted to PMA no later than 5 weeks after the normal pay day for the “paid holiday”.

5.34 Work force availability. The Union agrees that employees shall be available to meet the Employers’ work requirements on all holidays in accordance with the work schedule contained in Section 5.2.

SECTION 6

SCHEDULED DAY OFF

6.1 Each registered clerk, other than monthly and preferred, shall be entitled to 2 full days (48 hours) off each payroll week.

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

6.2 Each monthly and preferred clerk shall be entitled to 2 full days (48 hours) off each payroll week, as agreed between himself and his employer.

SECTION 7

VACATIONS

7.1 Computation of vacations. In any payroll year each clerk who is registered and qualified on December 31 of the calendar year in which he earns his vacation shall receive a vacation with pay the following year at the straight time hourly rate to which the employee was entitled under Section 4.13 on January 1 of the calendar year in which vacations are paid. The computation shall be as follows:

7.11 Basic vacation.

7.111 Qualifying hours required for a basic 1-week or 2-week vacation with pay shall be as follows:

Average Port Hours	Qualifying Hours			
	Under Age 60		Age 60 and Over	
	1 Week	2 Weeks	1 Week	2 Weeks
1,300 or more	800	1,300	700	1,200
1,200 - 1,299	700	1,200	600	1,100
1,100 - 1,199	676	1,100	600	1,100
1,000 - 1,099	615	1,000	600	1,000
900 - 999	552	900	552	900
800 - 899	552	800	552	800
less than 800	552	800	552	800

7.1111 “Qualifying hours,” as defined in Section 7.21, include hours worked in any port. In no event shall the qualifying hours for a basic 1-week vacation be less than 552 hours.

7.1112 In calculating “average port hours,” the following shall apply:

- (a) Average port hours are the average hours worked in the port during the payroll year by those clerks registered in the port at the end of the payroll year, except that men who were paid for less than 100 hours shall be excluded.
- (b) Hours worked shall include work performed by clerks in any registration classification (longshore, clerk or foreman).
- (c) Hours worked by men outside of their port shall be excluded. “Port” shall be considered either the port, port district or general area in which men are assigned and have employment priority.

7.12 Additional vacation.

7.121 One additional week’s vacation with pay if he shall have qualified for at least 2 weeks of basic vacation under Section 7.111, and if in each of any 8 of his past years of service he shall have qualified for at least a 1-week basic vacation. (See Sections 7.261 through 7.265).

7.1211 Any active employee registered before July 1, 1990, in ports other than Seattle, Portland, San Francisco and Los Angeles who does not qualify for the additional week of vacation under Section 7.121 shall receive the additional week if he shall have qualified for 2 weeks of basic vacation under Section 7.111 and shall have been available for employment for 10 years or more under the Agreement or its predecessors for employees bound thereby, and if he shall have qualified for at least a 1-week basic vacation in 5 of the previous 10 payroll years. (See Sections 7.261 through 7.265).

7.122 One additional week’s vacation with pay if he shall have qualified for at least 1 week of basic vacation under Section 7.111, and if in each of any 17 of his past years of service he shall have qualified for at least a 1-week basic vacation. (See Sections 7.261 through 7.265.)

7.123 One additional week’s vacation with pay if he shall have qualified for at least 1 week of basic vacation under Section 7.111, and if in each of any 23 of his past years of service he shall have qualified for at least a 1-week basic vacation. (See Sections 7.261 through 7.265.)

7.124 One additional week’s vacation with pay if he shall have qualified for at least 1 week of basic vacation under Section 7.111, and if in each of any 25 of his past years of service he shall have qualified for at least a 1-week basic vacation. (See Sections 7.261 through 7.265.)

7.13 Each week’s vacation pay shall be 40 times the employee’s straight time hourly rate as set forth in Sections 4.13 and 7.1, or the employee’s appropriate skilled straight time rate.

7.131 A skilled rate applies when at least half of the qualifying hours are at a skilled rate(s).

7.132 Whenever a clerk is credited with hours under both the PCCCD and the CFS Supplement, a skill rate vacation shall be paid by combining skilled hours credited under both agreements and as provided for by Section 7.13 of the PCCCD.

7.133 The skilled rate payable shall be the highest skilled rate at which accumulated skilled hours equal one-quarter of the qualifying hours for the basic 1-week or 2-week vacation.

7.14 For each 50 paid hours accumulated in excess of 1,975 hours 2 additional hours of vacation pay shall accrue, up to, but not exceeding 16 hours additional vacation pay in accordance with the following schedule:

Men Working-Hours	Additional Vacation Hours
2,025 to 2,074	2
2,075 to 2,124	4
2,125 to 2,174	6
2,175 to 2,224	8
2,225 to 2,274	10
2,275 to 2,324	12
2,325 to 2,374	14
2,375 or over	16

7.2 Qualifying hours and years.

7.21 Qualifying hours for vacation purposes shall include all hours for which pay is received, except vacation hours, paid holiday hours, and Pay Guarantee Plan hours.

7.22 Qualifying hours shall be limited to hours paid for by individual employers or parties to this Contract Document and

to other hours as to which employers participating in the vacation plan in the port area make the required payments to the Association. Hours paid to any clerk in any port area covered by the Agreement, other than that in which he is registered on December 31, shall be added to paid hours in his home port, provided, however, that such clerk either shall have been granted authorization in the customary manner to visit other port areas or shall have been transferred on the registered list in accordance with the rules and with the consent of the Joint Port Labor Relations Committees.

7.23 Registered clerks shall be credited with hours paid for as clerks, longshoremen, or other employment under collective bargaining contracts to which the Union and the Association are parties, but no worker shall receive 2 vacations in the same year, 1 under this Agreement and another under any other agreement.

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

7.25 Those employees who have worked during the payroll year but have insufficient qualifying hours for a vacation due to illness or injury, shall qualify for vacation based on hours worked during the 4 payroll quarters preceding the quarter in which the injury or illness occurred.

7.26 In computing years of service under Section 7.12:

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

7.2611 Temporary absence from employment due to compensable temporary partial disability because of industrial illness or injury shall be considered qualifying time.

7.262 Service in the Armed Forces of the United States or employment by the United States as a civilian in longshore operations in World War II and the Korean War that occurs after registration shall be considered qualifying time.

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

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

7.265 Any clerk whose combination of hours worked and hours of Pay Guarantee Plan payment total 800 hours or more in any payroll year shall have such counted as a qualifying year for years of service for vacation eligibility.

7.27 Any employee who has been registered in both a small port and a large port during the period in which he claims to have satisfied the requirements of Section 7.121 for a third week of vacation must satisfy the requirements of Section 7.1211, but for such purposes he shall be given double credit for any year in which he worked at least 800 hours in a small port, and for each such year of double credit the 15-year spread shall be reduced by 1 year.

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

7.3 Vacation procedure.

7.31 The method and procedure for scheduling vacations shall be those which have been in effect since 1951. Vacation

periods may be scheduled during any month(s) of the calendar year by the Joint Labor Relations Committee of each port who will also schedule vacations on a full week by week basis when so requested by the man.

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

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

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

7.35 If a registered clerk retires under the ILWU-PMA Pension Plan after he has worked the required hours for a vacation, he shall receive his vacation pay at the time agreed to by the parties as set forth in Section 7.421.

7.4 Administration.

7.41 The Pacific Maritime Association shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area. Vacation checks will be available for distribution in the first full payroll week of March of the calendar year in which vacations are paid. A second distribution of vacation checks based on timely claims will occur in the first full payroll week of June.

7.411 In addition to the regular distribution of vacation pay checks as set forth above in Section 7.42, there shall be 2 additional vacation pay distributions for vacation benefits earned in the current year for new retirees only. Such distributions shall occur in the first full payroll week in August and in

the first full payroll week in December. These current year computations made in August and December shall be based on the prior year's "average port hours".

7.42 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.

7.43 Nonmember employers may participate in the vacation plan in accordance with the conditions thereon fixed by the Association.

SECTION 8

DISPATCHING, REGISTRATION, AND PREFERENCE

8.1 Dispatching halls.

8.11 The dispatching of all clerks shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union and the Pacific Maritime Association in accordance with the provisions of Section 17. There shall be one central dispatching hall in each of the respective port areas with such branch halls as shall be mutually agreed upon. All expense of the central and branch dispatching halls shall be borne on the basis of expense practices in the past.

8.12 Any clerk who is not a member of the Union shall be permitted to use the dispatching hall only if he pays his pro rata share of the expenses related to the dispatching hall, the Labor Relations Committee, etc. The amount of these payments and

the manner of paying them shall be fixed by the Joint Port Labor Relations Committees.

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

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

8.15 The local union shall bear the fraction of all expenses of the dispatching hall that the local union has borne under the expense practices in the past, less the amount received by the Joint Labor Relations Committee as pro rata shares payable under Section 8.12. (See Addenda, Dispatch Hall Costs.)

8.2 Dispatching hall personnel.

8.21 The personnel for each dispatching hall, with the exception of Dispatchers, shall be determined and appointed by the Joint Labor Relations Committee of the port. Dispatchers shall be selected by the Union through elections in which all candidates shall qualify according to standards prescribed and measured by the Joint Labor Relations Committee of the port. If it fails to agree on the appropriate standards or on whether a candidate is qualified under the standards, the dispute shall be decided in accord with provisions of Section 17.

8.22 The term of office of any Dispatcher shall be at least 1 year.

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

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

8.3 Registration.

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

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

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

8.34 Each registered clerk has the obligation to request a leave of absence if he intends to absent himself from work for a period of 30 days or longer and in other circumstances as may be covered by port rules under Supplement I. A registered clerk who fails to work for 30 days, except when on approved leave, and whose facts and reasons for such absence are not acceptable to the Joint Port Labor Relations Committee, may be deregistered.

8.35 A registered individual holding a non-clerk job is subject to discipline, including deregistration, if the individual's outside employment detrimentally conflicts with the individual's duties as a registered clerk.

8.4 Preference of employment.

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

8.42 The following shall govern the distribution of work among the fully registered daily clerks on a month by month basis during months when it becomes necessary to either increase or decrease the normal port hours as set forth in the Port Supplement.

8.421 Hours of work shall be based upon the average hours of work by daily clerks who are regularly available.

8.422 The Joint Port Labor Relations Committee, when it becomes necessary to either increase or decrease port hours,

will do so not later than the 22nd of the month or earlier if requested.

8.423 Overall work opportunity shall be equalized in each port area. No clerk covered by this Contract Document shall be required or permitted to work in excess of the monthly port hours as established by the Joint Port Labor Relations Committee, excepting-

8.4231 Clerks may be continued at work when qualified replacements are not available.

8.4232 Clerks may exceed port hours for the purpose of finishing a ship or shift. The employer will minimize in every possible way any necessity of such clerks exceeding the port hours.

8.4233 Supervisors and supercargoes will be allowed to complete the job in connection with a particular ship which they were working when the port hours are reached, if replacing them will cause undue hardship. The employer will minimize in every possible way any necessity of such clerks exceeding the port hours.

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

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

8.45 Employees on a monthly salary shall work a minimum of 173 hours per month and are subject to the same extension beyond 173 hours of work as daily employees.

8.46 Employers shall be entitled to have made available to them adequate numbers of monthly and preferred clerks in all

classifications. All such men must be hired, transferred or promoted in accordance with the applicable provisions of this Contract Document, the Port Supplements and Working Rules.

8.5 Furnishing of clerks.

8.51 Each dispatching hall shall furnish on any day the number of clerks required in accordance with local dispatching rules.

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

8.53 Qualified limited registered clerks and casuals shall be dispatched in all classifications when required.

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

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

8.56 Arrangements for employment of casuals shall be made by the Joint Labor Relations Committee of the port.

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

SECTION 9

PROMOTIONS AND TRAINING

9.1 The principle of promotion from the ranks is hereby recognized and agreed to. For the purpose of this Contract Document, promotion is defined as upgrading registered clerks

covered by this Contract Document and the classifications contained in the respective Port Supplements.

9.2 There shall be established in each port a joint committee composed of an equal number of registered clerks' representatives and an equal number of employer representatives. It shall be the responsibility and obligation of such committee to establish qualifications and to pass on all promotions of the classifications contained in the respective Port Supplements.

9.21 Such qualifications shall include:

- (a) Competency and ability to perform work as required in the respective classifications.
- (b) Ability to direct work and supervise operations.
- (c) Ability to maintain and promote harmonious relations on the job and between the parties to this Agreement.
- (d) Ability to handle men.
- (e) Ability to secure conformance to the Agreement.
- (f) Any other qualification that the joint committee may consider necessary.
- (g) Length of service in the industry and classification shall constitute the determining factor in promotions, provided above qualifications (a to f) are equal.

9.22 The joint committee shall examine and pass upon all applications for promotion and eligibility for promotion as follows:

9.221 Either individual registered clerks or the employers may file with the committee notice of desire for promotion or to upgrade, in which case the joint committee will consider such notice and classify the applicant according to qualifications as outlined herein, and once having been qualified are thereby eligible for promotion.

9.222 Preferred daily clerks and monthly clerks having already been qualified and employed as such, in accordance with the provisions of this Contract Document, may be promoted temporarily by the employers, in which case additional clerks to fill the vacancies if any are thereby created in the lower classifications, shall be obtained from the dispatching hall provided, further, that the limitations imposed by other provisions of this Contract Document, for the purpose of equalizing earnings by limiting the number of clerks that may be promoted in this manner, are observed.

9.23 All permanent promotions must be approved by the promotion committee, and having once been approved, no further recourse to the committee is necessary by registered clerks or employer. Application of this paragraph shall not prevent employers making temporary promotions as provided in Section 9.222.

9.231 The joint promotion committee shall post in the dispatching hall and furnish to each employer lists of the registered clerks that have been certified as qualified and eligible for promotion by the committee.

9.3 Competent men with adequate experience and training shall be made available to the employers. In the event of a shortage of fully registered men, limited registered men or casuals, or both, may be used by the employer in any of the classifications covered by this Agreement or the Port Supplements.

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

9.4 The Employers will train registered clerks in all classifications and administer the necessary training programs, in-

cluding training clerks in the operation of computer remote terminals, electronic or mechanical devices, etc.

9.5 Any disputes arising out of the application of this Section shall be dealt with through the grievance machinery, as provided in Section 17.

SECTION 10

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

(This Section of the Longshore Contract Document is not applicable.)

SECTION 11

NO STRIKES, LOCKOUTS, AND WORK STOPPAGES

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

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

11.3 How work shall be carried on.

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

11.4 Exceptions and procedures for health and safety.

11.41 Health and safety exception. Clerks shall not be required to work when in good faith they believe that to do so is to immediately endanger health and safety. Only in cases of bona fide health and safety issues may a standby be justified.

The Union pledges in good faith that health and safety will not be used as a gimmick. The employer shall have the option of having the men who raise a question of health and safety stand by until a decision is reached or “working around” the situation until it can be resolved, and no further work shall be performed on that disputed operation until the health and safety issue is resolved.

11.42 Procedures for health and safety disputes.

11.421 The dock steward or clerk shall bring the question of health and safety to the attention of management in immediate charge of the operation. The dock steward and/or clerk and his immediate supervisor are the only individuals who shall present the situation to management.

11.422 If agreement cannot be reached in Section 11.421 the Business Agent shall be called. (The Business Agent or steward, who are responsible and safety-minded individuals should be able to determine whether a condition is safe or unsafe.)

11.423 If agreement cannot be reached in Section 11.422, an immediate Joint Port Labor Relations Committee meeting shall be called on the job.

11.424 If agreement cannot be reached in Section 11.423, the Area Arbitrator shall be called to the job for an immediate ruling as to how work shall proceed. After the work proceeds the Arbitrator shall make a further ruling that a bona fide health or safety issue did or did not exist.

11.425 Where the Arbitrator decides-or where agreement is reached in any 1 of the steps under Section 11.42-that the employers were correct, the men shall not be paid for standby time, if involved.

11.426 Where the Arbitrator decides-or where agreement is reached in any 1 of the steps under Section 11.42-that the men were correct, the men shall be paid for standby time, if involved.

11.427 If the Arbitrator decides or it is agreed at any step under Section 11.42 that an unsafe condition exists which can be corrected, the men shall work as directed to correct such condition.

11.428 If it is determined at any step under Section 11.42 that the condition claimed to be unsafe is in fact safe, the men shall resume work as directed and failure to resume work as directed shall be cause to remove the men from the payroll as of the time of standby.

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

11.43 Application of contract grievance machinery.

11.431 The grievance machinery, pending investigation and adjudication of on-the-job disputes, requires that work shall be performed in accordance with specific provisions of the Contract Document, or if the matter is not covered by the Contract Document, work shall be continued as directed by the employer. The exception to this is: “Clerks shall not be required to work when in good faith they believe that to do so is to immediately endanger health and safety.”

11.432 The preceding procedure applies specifically to issues initially presented as being a dispute under health or

safety. On all other issues, the authority of management to remove men from the payroll for cause is not disturbed.

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

11.434 The contract machinery is the same in all disputes. The preceding procedure covering disputes on health and safety is not intended to modify the basic grievance machinery structure.

11.5 Picket Lines.

11.51 Refusal to cross a legitimate and bona fide picket line, as defined in this section, 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 clerks' locals, about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees, a majority of whom it represents as the collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines and demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement.

11.52 If an ILWU clerks' local located within the confines of the United States whose members are not covered by this Agreement is engaged in a legitimate, bona fide, nonjurisdictional and noncollusive strike concerning wages, hours or working conditions of its members, no clerk 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 clerks' local but which has been handled or is destined to be handled by other workers engaged in

strike-breaking activities under established and legitimate trade union principles.

SECTION 12

MEETINGS FOR REGISTERED CLERKS

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

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

12.3 Stop-Work Meetings.

12.31 Each local shall have the right to hold 1 regularly scheduled stop-work meeting each month during overtime hours on the second shift. (*See Addenda, Scheduling of Meetings.*)

12.311 In a port where such regularly scheduled stop-work meetings are held, the scheduled date during the month shall be the same for the longshore local and the clerks' local.

12.32 Any other stop-work meetings must be mutually agreed to by PMA and the Union and PMA shall receive at least 1-week's notice of such nonscheduled meetings. They shall not occur more often than once a month.

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

SECTION 13

NO DISCRIMINATION

13.1 There shall be no discrimination in connection with any action subject to the terms of this Agreement either in favor of or against any person because of membership or non-membership in the Union, activity for or against the Union or absence thereof, or race, creed, color, sex, age, national origin or religious or political beliefs. *(See Addenda, No Discrimination.)*

SECTION 14

ONEROUS WORKLOAD

(Section 14 of the Longshore Contract Document is not applicable.)

14.1 The Union shall have the right, without limitation, to raise a claim that an operation imposes an onerous workload on the individual worker and to carry such an issue through the grievance machinery as provided in accordance with Section 17 of this Agreement.

14.11 Nothing herein limits the Union's right to raise the question of onerousness of work or individual speedup through the grievance machinery. However, this does not mean that when a clerk is directed to take his own relief, without a clerk being assigned to relieve him, this automatically presents a question of onerousness of work or individual speedup for the clerks remaining on the job. When, in good faith, a factual question of onerousness of work or individual

speedup arises in connection with the clerks remaining on the job, prompt use of the grievance procedure is required.

14.12 Clerks will work additional hours, at the applicable rate, if needed in connection with finishing the vessel work shift as worked by longshoremen involved in an onerous workload dispute. When the longshoremen involved take the option of going to a meal on their own time and returning to complete the makeup hours, any clerk (or clerks) working with such longshoremen may be sent to a meal on his own time and will return to complete the additional hours.

SECTION 15

EFFICIENT OPERATIONS

15.1 There shall be no interference by the Union with the Employers' right to operate efficiently and to change methods of work and to utilize mechanical, electronic or other labor-saving devices and to direct the work through employer representatives while explicitly observing the provisions and conditions of this Contract Document protecting the safety and welfare of the employees and avoiding speedup. "Speedup" refers to an onerous workload on the individual worker; it shall not be construed to refer to increased production resulting from more efficient utilization and organization of the work force, introduction of labor-saving devices or removal of work restrictions.

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

15.12 When new methods of operation are introduced, the Employers shall discuss the proposed operation with the Union. If agreement cannot be reached at the Coast level, the Employers shall have the right to put their operation in effect,

subject to final resolution through the Contract grievance machinery.

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

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

15.31 Any provisions of the agreements (Port Supplements and Working Rules) for the various port areas covered hereby which are in conflict with this Contract Document shall be changed. Any other changes in the agreements can be made only by mutual agreement with the parties at the Coast level.

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

SECTION 16

ACCIDENT PREVENTION AND SAFETY

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

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

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

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

16.14 The Employers will maintain, direct and administer an adequate accident prevention program in keeping with changing conditions in the industry.

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

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

16.17 An employee, who is injured and claims two PMA employers are in dispute over who is responsible for his workmen's compensation claim, may request the Joint Coast Labor Relations Committee to assist the employee in securing a determination as to which employer is to make advance payments until the dispute is resolved. The JCLRC will not function to determine which employer, if any, is liable.

16.2 Safety and first aid training shall be provided by the Employers to Supercargoes or Supervisors who wish to qualify to render first aid, subject to the parties at the local level determining the extent, necessity, number of men, selection of men and implementation of such training.

16.3 Providing shelters.

16.31 The union shall not be precluded from raising the question of the necessity of providing adequate stationary or mobile dock shelters within 60 days at dock locations not presently in operation.

16.32 When a PMA employer works at a dock not controlled by a PMA member, the PMA employer will endeavor to work out at the local level any question raised as to the necessity of providing an adequate place to work at such location.

SECTION 17

JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES

17.1 Joint Labor Relations Committees.

17.11 The parties shall establish and maintain, during the life of this Agreement, a Joint Port Labor Relations Committee for each port affected by this Contract Document, and a Joint Coast Labor Relations Committee. Each of said labor relations committees shall be comprised of 3 or more representatives designated by the Union and 3 or more representatives designated by the Employers. Each side of the committee shall have equal vote.

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

17.121 To maintain and operate the dispatching hall.

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

17.123 To decide questions regarding the dispatching of men.

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

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

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

17.13 *(This Section of the Longshore Contract Document is not applicable.)*

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

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

17.15 The grievance procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising between the Union or any person working under this Agreement

or both, on the one hand, and the Association or any employer acting under this Agreement or both, on the other hand, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the grievance procedure has been exhausted.

17.151 Any dispute in which the Association or the Union asserts that any dispatching hall is dispatching employees who were not entitled to be dispatched, or who were dispatched out of sequence as to other persons entitled to priority dispatch shall be subject to prompt resolution through the grievance procedure of the Agreement when a complaint is filed by either party with the Joint Port Labor Relations Committee. If such complaint is not resolved within 7 days from the date of filing, the matter shall be referred to the Area Arbitrator whose decision shall be final and binding. The grievance procedure shall then be deemed "exhausted".

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

17.2 Grievances arising on the job shall be processed in accordance with the procedure hereof beginning with Section 17.21. Other grievances as to which there are no specific provisions herein shall be processed in accordance with the provisions hereof beginning with Section 17.23.

17.21 The dock steward or clerk shall take the grievance to management in immediate charge of the operation.

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

17.23 If the grievance is not settled as provided in Section 17.21 or Section 17.22 or does not arise on the job, it shall be

referred to the Joint Port Labor Relations Committee which shall have the power and duty to investigate and adjudicate it.

17.24 In the event that the Employer and Union members of any Joint Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the Area Arbitrator for hearing and decision, and the decision of the Area Arbitrator shall be final and conclusive except as otherwise provided in Section 17.26.

17.25 *(This Section of the Longshore Contract Document is not applicable.)*

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

17.261 Any decision of a Joint Port Labor Relations Committee or of an Area Arbitrator claimed by either party to conflict with this Agreement shall immediately be referred at the request of such party to the Joint Coast Labor Relations Committee (and, if the Joint Coast Labor Relations Committee cannot agree, to the Coast Arbitrator, for review). The Joint Coast Labor Relations Committee, and if it cannot agree, the Coast Arbitrator, shall have the power and duty to set aside any such decision found to conflict with this Agreement and to finally and conclusively determine the dispute. It shall be the duty of the moving party in any case brought before the Coast Arbitrator under the provisions of this Section 17.261 to make a prima facie showing that the decision in question conflicts with this Agreement, and the Coast Arbitrator shall pass upon

any objection to the sufficiency of such showing before ruling on the merits.

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

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

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

17.271 Referrals to the Coast Arbitrator must be submitted and heard by the Coast Arbitrator within 6 months following the date of disagreement at the Coast Labor Relations Committee level. Referrals not submitted within 6 months shall be considered “dropped.”

17.28 Miscellaneous provisions.

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

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

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

- (a) grievances arising under Section 17.7 or involving dispatch hall disputes (except those covered by Section 17.151) be processed initially and from step to step within 24 hours; and
- (b) failures to observe Area Arbitrators’ awards be processed to the next step within 24 hours.

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

17.3 Business Agents.

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

17.4 When any clerk (whether a registered clerk or an applicant for registration or a casual clerk) claims that he has been discriminated against in violation of Section 13 of this Agreement, he may at his option and expense, or either the Union or

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

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

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

17.42 Either the Employers, the Union or the man involved may appeal the decision of the Joint Port Labor Relations Committee. Such appeal shall be to the Joint Coast Labor Relations Committee by letter addressed to the Joint Coast Labor Relations Committee. To be timely, such appeal must be delivered or mailed within 7 days of the decision of the Joint Port Labor Relations Committee.

17.421 If such an appeal is taken within the time limits allowed, the Joint Coast Labor Relations Committee shall ei-

ther confirm or reverse or modify the decision of the Joint Port Labor Relations Committee without any further hearing, or order a further hearing and thereupon issue its decision on the basis of the entire record including that at both hearings.

17.43 An appeal from the decision of the Joint Coast Labor Relations Committee can be presented to the Coast Arbitrator (or by agreement of the Joint Coast Labor Relations Committee to an Area Arbitrator) by the individual involved, the Employers or the Union. An appeal to the Coast Arbitrator filed by an applicant for registration or a casual longshoreman involving the subject of registration shall be permitted only for those grievances which the Joint Coast Labor Relations Committee, in its sole discretion, certifies to the Coast Arbitrator that the facts introduced in support of the grievance into the record of the prior proceedings, if unrebutted, may support a finding of a violation of the grievant's Section 13 rights under this Agreement. Appeal shall be by a written request for an arbitrator's hearing mailed or delivered to the Union and the Employer representatives of the Joint Coast Labor Relations Committee if by an individual, or to the individual and the other party's representative on the Joint Coast Labor Relations Committee if by either the Union or the Employers. Such an appeal shall be timely only if such request for an arbitrator's hearing is so filed in writing with the Joint Coast Labor Relations Committee no later than 7 days after issuance of the decision of the Joint Coast Labor Relations Committee from which an appeal to an arbitrator is taken.

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

17.5 Arbitrators and awards.

17.51 The parties have an arbitrator for each of the said 4 port areas and a Coast Arbitrator.

17.511 The Area Arbitrator shall be appointed by the Joint Coast Labor Relations Committee and shall serve at its discretion. If any arbitrator shall at any time be unable or refuse or fail to act, the Joint Coast Labor Relations Committee shall select a successor or substitute.

17.512 The Coast Arbitrator shall be selected by the Joint Coast Labor Relations Committee. If the Committee fails to agree on the selection of the Coast Arbitrator, the individual shall be selected by a 6-person panel of prominent industry representatives: 3 selected by the Union and 3 selected by the Employers.

17.52 Powers of arbitrators shall be limited strictly to the application and interpretation of the Agreement as written. The arbitrators shall have jurisdiction to decide any and all disputes arising under the Agreement including cases dealing with the resumption or continuation of work.

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

17.54 In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction or that he is involved in the industry in any other position of interest which is in conflict with his authority and jurisdiction, he shall be disqualified for any further service.

17.55 All decisions of the arbitrators, except as provided in Sections 17.261 and 17.6, shall be final and binding upon all

parties. Decisions shall be in writing signed by the arbitrator and delivered to the respective parties.

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

17.57 All decisions of Arbitrators shall be observed and/or implemented. No decision of an Area Arbitrator, interim or formal, can be appealed unless it is observed and/or implemented.

17.6 Informal hearings and interim rulings.

17.61 When a grievance or dispute arises on the job and is not resolved through the steps of Sections 17.21 and 17.22, and it is claimed that work is not being continued as required by Section 11, a request by either party shall refer the matter to the Area Arbitrator (or by agreement of the Joint Coast Labor Relations Committee to the Coast Arbitrator) for his consideration in an informal hearing; such referral may be prior to formal disagreement in any Joint Labor Relations Committee. Such hearing may be ex parte if either party fails or refuses to participate, provided that the arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

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

the particular occasion but shall not be a precedent for other cases. Any interim ruling shall be binding unless reversed by a contrary decision after a formal hearing.

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

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

17.7 Discipline by return to the dispatching hall.

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

17.72 *(This Section of the Longshore Contract Document is not applicable.)*

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

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

17.75 *(This Section of the Longshore Contract Document is not applicable.)*

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

17.81 All clerks shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of the employer. Any employee who is guilty of deliberate bad conduct in connection with his work as a clerk or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses for which he has been found guilty under the Contract procedures, canceled from registration. A determination that an onerous or health and safety claim made in good faith shall be disallowed is not a finding that a man is guilty of an offense within the meaning of this Section. Any employer may file with the Union a complaint against any member of the Union and the Union shall act thereon and notify the Joint Port Labor Relations Committee of its decision within 30 days from the date of receipt of the complaint. An employer shall not be required to appear nor need he participate in discipline by the Union of its members beyond the filing of complaints.

17.811 If within 30 days thereafter the Employers are dissatisfied with the disciplinary action taken under Section 17.81, then the following independent procedure of Section 17.82 may be followed, which procedure shall also be applicable in the case of clerks not members of the Union.

17.82 The Joint Port Labor Relations Committee has the power and duty to impose penalties on clerks who are found guilty of stoppages of work, assault, refusal to work cargo in accordance with the provisions of this Agreement, or who leave the job before relief is provided, or who are found guilty of pilfering or broaching cargo or of drunkenness or who in any other manner violate the provisions of this Agreement or any award or decision of an arbitrator. In determining penalties neither the parties nor the arbitrators shall consider offenses that predate by 5 years or more the date of a current offense.

17.821 Assault.

17.8211 For first offense assault: Minimum penalty, 1-year suspension from work. Maximum penalty, discretionary.

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

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

17.822 Pilferage.

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

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

17.823 Drunkenness or smoking in prohibited areas.

17.8231 First offense: Suspension for 15 days.

17.8232 Second offense: Suspension for 30 days.

17.8233 Succeeding offenses: Minimum penalty, 60 days' suspension. Maximum penalty, discretionary.

17.824 Abuse of or use of controlled substances and/or drugs on the job or in or around any employment premises or the dispatch hall.

17.8241 First offense: Suspension for 15 days.

17.8242 Second offense: Suspension for 30 days.

17.8243 Succeeding offenses: Minimum penalty, 60 days' suspension. Maximum penalty, discretionary.

17.825 Sale and/or peddling of controlled substances and/or drugs on the job or in or around any employment premises or the dispatch hall.

17.8251 For first offense: Minimum penalty, 1-year suspension from work. Maximum penalty, discretionary.

17.8252 For second offense: Mandatory cancellation from registered list upon request of either party.

17.8253 In either case such conviction shall not be dependent upon the existence of a prior court decision, nor shall the determination of guilt await a court decision.

17.826 An employee found to be in violation of reasonable verbal instructions, posted employer safety rules, and/or the PCMSC shall attend a 1-day safety class approved by the Coast Labor Relations Committee without pay. Failure to attend and complete the class as scheduled without a valid excuse, shall result in suspension from work until the class is completed. In addition, the employee shall be subject to the following minimum discipline, which shall be applied uniformly without favoritism or discrimination.

17.8261 First Offense: Letter of warning.

17.8262 Second Offense: Suspension from work for 15 days.

17.8263 Third Offense: Suspension from work for 60 days. Maximum penalty, discretionary.

17.8264 Fourth Offense: Subject to deregistration.

17.827 An employee who, knowingly and flagrantly disregards reasonable verbal instructions, posted employer safety rules, and/or the PCMSC, and who intentionally causes significant damage to equipment or cargo, or who intentionally injures himself or others, shall be subject to the following minimum discipline, which shall be applied uniformly without favoritism or discrimination.

17.8271 First Offense: Suspension from work for 90 days. Maximum penalty, discretionary.

17.8272 Second Offense: Subject to deregistration.

17.828 Grievances arising under Sections 17.826 and 17.827 shall be subject to the grievance procedure of Section 17 with the following exceptions:

17.8281 Grievances arising under Sections 17.826 and 17.827 shall be heard by the local parties within 30 days of the employee being cited. In the event the parties fail to resolve the grievance within the 30-day time period, the grievance shall be referred to the Area Arbitrator, at the request of either party, for an immediate hearing and decision.

17.8282 In determining whether a violation under Sections 17.826 and 17.827 is a first, second, third or fourth offense, Section 17.82 shall govern.

17.829 An employee released from the job for being under the influence of alcohol or drugs may request that his/her union representative report to the job. If the union representative, having observed the employee, believes the employee

was unjustly released, he will discuss the case immediately with the employer. If the employer and union representative are unable to reach agreement, or if the union representative does not immediately respond to the request to come to the job, the case shall be immediately referred at the request of either party to the Joint Port Labor Relations Committee which shall have the power and duty to investigate and adjudicate it. If the Joint Port Labor Relations Committee members present are unable to reach agreement, and/or if no Union member of the Joint Port Labor Relations Committee responds to the request to come to the job within 1 hour, the Area Arbitrator shall be immediately called to the job to decide if the employee was properly released. If the released employee fails to contact his/her union representative, or if the employee leaves the job, the employee shall be guilty as charged. Where an employee is guilty of working under the influence of alcohol or drugs the employee shall be subject to the penalties found in Section 17, and shall be referred to the ILWU-PMA employee assistance program.

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

17.84 *(This Section of the Longshore Contract Document is not applicable.)*

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

17.86 The rules and penalties provided herein above shall be applicable to fully registered clerks and, except where a more stringent rule or penalty is applicable pursuant to Section 17.851, to limited registered clerks and to nonregistered clerks.

17.861 More stringent rules and penalties than those provided herein above that are applicable to limited registered clerks or to nonregistered clerks or to both such groups may be adopted or modified by unanimous action of the Joint Labor Relations Committee and, subject to the control of such Committee so exercised, more stringent rules and penalties applicable to limited registered men or nonregistered men or to both groups that are provided in existing and future local joint working, dispatching and registration rules and procedures or by mutually agreed practices shall be applicable.

SECTION 18

GOOD FAITH GUARANTEE

18.1 As an explicit condition hereof, the parties are committed to observe this Agreement in good faith. The Union commits the locals and every clerk it represents to observe this commitment without resort to gimmicks or subterfuge. The Employers give the same guarantee of good faith observance on their part.

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

18.3 Notwithstanding any past practice or conduct to the contrary, and with particular reference to this Section making it an explicit condition that the Union and Employers are committed to observe this Agreement in good faith, effective July 1, 1987, Section 18.2 shall be strictly enforced prospectively. To accomplish this, the International, the Local and the Employers pledge total support and cooperation to each other to achieve full compliance by all individual clerks and individual employers to the elimination of all violations of Section 18.2. "Hard timing" or other similar conduct which inhibits or frustrates compliance shall be considered a violation of this provision by the Employers in any port.

SECTION 19

UNION SECURITY

19.1 All present fully registered employees, who are members of the Union on the date of execution of the Agreement, shall remain members of the Union in good standing as a condition of employment.

19.2 All present fully registered employees who are not members of the Union on the date of execution of the Agreement shall become and remain members in good standing of the Union as a condition of employment.

19.21 The Union hereby agrees to indemnify the Association and each member of the Association against any award, judgment, loss or expense arising out of a legal claim made against the Association or any company that is a member of the Association by a registered longshoreman or clerk, described in Section 19.2, because of deregistration or denial of full work opportunity at the request of the Union or any Union local pursuant to the provisions of Section 19.2.

19.3 Any employee who becomes fully registered during the life of the Agreement shall, 30 days thereafter, become and remain a member of the Union in good standing as a condition of employment.

19.4 A fully registered employee who, 30 days after said registration, has failed to acquire or thereafter maintain membership in the Union as here provided shall be removed from the registration list and deregistered 30 days after notice from the Union that he is not a member in good standing.

19.5 A Union member shall be considered in good standing if he makes timely tender of the periodic dues and initiation fees uniformly required as a condition of becoming and remaining a member of the Union.

SECTION 20

PAY GUARANTEE PLAN RULES AND ADMINISTRATION

This Pay Guarantee Plan continues and is an extension of the Pay Guarantee Plan provided in the Memorandum of Understanding of February 10, 1972, as amended through July 1, 1996.

Preamble

The basic intention of the Pay Guarantee Plan (hereinafter PGP) is to provide a weekly income to eligible registered men.

20.1 For each year of the Agreement the Employers will have a contingent liability for the Pay Guarantee Plan of the following maximum amounts:

First year	(6/29/96 to 6/28/97)	\$24,960,000
Second year	(6/28/97 to 6/27/98)	\$20,020,000
Third year	(6/27/98 to 7/01/99)	\$20,020,000

20.11 In the first year \$6,240,000 will be made available each quarter; in the second year \$5,005,000 will be made available each quarter; in the third year \$5,005,000 will be made available each quarter.

20.12 One-thirteenth of each quarter's amount will be contingent liabilities and will be available at the end of each payroll week to meet the Plan's payout requirements for that week.

20.13 At the end of the first payroll week if the benefits that have been paid are less than the amount available for that week, the unused amount will be made available for the next payroll week(s) as provided in Section 20.3. Thereafter, the unused amount of the total available in any payroll week shall be made available for the following payroll week(s). This accumulating procedure shall continue over the full 156-week contract period.

20.14 The Employers will determine the method by which contributions for the contingent liability will be collected and made available.

20.2 Benefits. Effective with the beginning of the third payroll quarter of 1987, PGP benefits for Class A employees shall be a maximum of 38 hours pay each week; PGP benefits for Class B employees who have 5 or more vacation qualifying years as of the preceding April 1 shall be a maximum of 38 hours pay each week; PGP benefits for Class B employees with less than 5 vacation qualifying years as of the preceding April 1 shall be a maximum of 28 hours pay each week. The hourly rate of PGP pay shall be the employee's appropriate straight time rate of pay as provided under Section 4.13.

20.21 An exception to the benefits provided in Section 20.2 above shall be that new registrants after July 1, 1984 shall

not be entitled to PGP benefits until completion of 1 year of registration.

20.22 The benefits payable each week shall be the difference between a man's earnings for the 4-week period ending with the current week and PGP benefits for those 4 weeks.

20.221 Earnings are defined as all earnings and/or compensation received during the payroll week or period including such payments as straight time, overtime, skill pay, penalty cargo pay, travel time pay, pay for vacations and paid holidays, jury duty pay, State unemployment benefits and PGP payments.

20.2211 Compensation shall include all payroll adjustments including monetary claims paid as a result of LRC or arbitration decisions. Payroll adjustments shall be included as part of the individual's earnings for the payroll week in which such payments are made.

20.2212 Compensation shall also include the amount of Social Security benefits, ILWU-PMA Pension Plan benefits and any other retirement benefits to which a man is entitled on the first day of the month if coincident with a man's 65th birthday, or on the first day of the month subsequent to a man's 65th birthday, whichever is applicable.

20.222 If an individual's earnings in any week of the 4-week period were less than the benefit amount and he was ineligible for an appropriate PGP benefit that week, the calculation for the 4-week period will be made as if his earnings for that week were equal to the appropriate PGP weekly benefit.

20.223 If an individual's earnings are less than the State unemployment compensation benefit for a given week and evidence is not submitted showing that the individual has applied for unemployment compensation together with the

amount of entitlement, the earnings record for that week will be increased by the difference between actual earnings in the given week and the weekly guarantee maximum limit.

20.2231 An employee shall not be eligible for PGP in any week for which:

- (a) he has non-longshore work-related earnings from an outside source not covered by this Agreement, which requires his attendance during any part of the day shift or night shift on any day of the week from Monday through Friday; or
- (b) he has received any weekly indemnity benefits for an off-the-job disability from either the State of California or the ILWU-PMA Benefit Funds; temporary total or temporary partial State workers' compensation, or temporary total or temporary partial Longshore & Harbor Workers' Compensation; or
- (c) he has failed to establish entitlement for a State Unemployment Compensation benefit, if such failure is due to employment not covered by this Agreement.

20.22311 Employees must give full Social Security authorization and appropriate State authorization to PMA as Trustee of the PGP Fund for the purpose of verifying eligibility in accordance with the standards established by Section 20.2231. All documents necessary to obtain full Social Security and other State and Federal benefit program information to establish eligibility for PGP must be executed by the employee when requested by either party at the local level with immediate notice of such request to be given to the other party. When requested, evidence of all outside earnings shall be submitted to the Joint LRC. When a charge is made that any employee has violated Sections 20.2231 or 20.22311, such charge shall be subject to resolution under the grievance machinery.

20.22312 Any employee who receives PGP in violation of Section 20.2231 shall be disqualified from receiving PGP for the life of this contract, or 12 months, whichever is longer.

20.22313 Any claim that denial of PGP eligibility under these provisions is improper, shall be heard by the Joint LRC immediately and they shall have the authority to effect reinstatement and/or reimbursement.

20.2232 Evidence of application for unemployment compensation benefits to be considered timely must be in the hands of PMA no later than the second Tuesday following the Friday payday on which PMA issues notification of eligibility for unemployment compensation so that the unemployment compensation benefit can be applied to the correct payroll week. If the evidence of application is not in the hands of PMA by the second Tuesday then the difference between the man's actual earnings and the guarantee maximum benefit will be added to the man's earnings for the applicable payroll week.

20.3 Payment Procedures.

20.31 PGP payments will be made to eligible men weekly on the payday of the second week following the week for which a benefit is payable. Men will be eligible for benefits if they are on the PGP eligibility list, meet the weekly availability requirement and have 4-week earnings less than the appropriate 4-week benefit amount.

20.311 At the close of each payroll week the dispatch hall shall furnish PMA the joint records of all men available but not dispatched, and those who flopped, for each day of the payroll week. A combination of days of "work" and "availability" in the joint dispatch hall shall be used to calculate PGP eligibility.

20.32 Total PGP payments for any week may not exceed the weekly contingent liability for that week plus the unused amount from the prior week(s) as provided in Section 20.13.

20.321 If in any payroll week the total payments due do not exceed the current weekly contingent liability plus any unused amount from prior weeks, payment in full will be made.

20.322 If in any payroll week the total payments due are in excess of the current weekly contingent liability plus any unused amount from prior weeks, an across-the-board percentage reduction will be made to reduce the week's payments to an amount equal to the current weekly contingent liability plus any unused amount from prior weeks.

20.323 Twelve successive 13-week periods shall be determined commencing June 30, 1993. If, at the end of each 13-week period, there is an unused amount resulting from the accumulating procedure of Section 20.13 and if weekly PGP payments were reduced during such period as provided in Section 20.322, the following PGP benefit adjustment procedure shall then apply:

20.3231 A lump sum "make whole" payment shall be made to any registered man who, during the 13-week period, had his weekly PGP benefit reduced under the provisions of Section 20.322 above. Such lump sum payments in the aggregate shall not exceed the unused amount resulting from the accumulating procedure of Section 20.13.

20.32311 Except as provided in Section 20.32312 below, the lump sum "make whole" payment to a man shall be the difference between his PGP payments for the 13-week period and the amount he would have been entitled to had there been no reduction under Section 20.322 above.

20.32312 If the total of "make whole" payments exceeds the total unused amount available, the "make whole"

payments will be reduced by an across-the-board percentage reduction so that the total PGP payments will not exceed the unused amount available.

20.324 If, at the end of each 52-week period (week numbers 52, 104 and 156), there is an unused amount resulting from the accumulating procedure of Section 20.13 and if weekly PGP payments were reduced during such 52-week period and have not been previously “made whole” under the benefit adjustment procedure of Section 20.323, then the benefit adjustment procedure of Section 20.323 shall apply to such 52-week period.

20.325 If, at the end of the third 52-week period (week number 156) and after the benefit adjustment procedure of Section 20.324, there is an unused amount resulting from the accumulating procedure of Section 20.13 and if weekly PGP payments were reduced during the first 52-week period and/or the second 52-week period and have not been previously “made whole” under the benefit adjustment procedure of Section 20.323, then the benefit adjustment procedure of Section 20.323 shall apply to the first 52-week period and/or the second 52-week period.

20.33 PMA shall furnish to the local union a list of men showing their hours worked, their earnings, their availability and the amount of PGP payments for which a man is eligible before the adjustment, if any, the amount of the adjustment, and the net payment after adjustment.

20.331 A claim of incorrect payment of PGP is to be submitted to a designated person in each local. To be considered timely, such claim must be in the hands of PMA no later than 28 days after the payday on which the payment was made.

20.4 Eligibility. Only registered Class A and Class B men are eligible to participate in the PGP.

20.41 Men on the PGP eligibility list will be eligible for PGP benefits for any payroll week (8:00 a.m. Saturday to 8:00 a.m. Saturday) by establishing “availability” as defined in Section 20.531 for the 5 days Monday through Friday inclusive, except that in any week in which a paid holiday as defined in Section 5 is observed on Monday through Friday men shall be eligible for PGP benefits for that week by being available Monday through Friday less the day on which the paid holiday is observed.

20.411 For each full day of work by a man on a Saturday and/or Sunday the individual’s weekly availability requirement as defined in Section 20.41 shall be reduced by 1 day.

20.42 The PGP eligibility list shall include only those registered men (1) who meet the requirements of the 50% test provided below in Sections 20.421 through 20.4212, or (2) who in the preceding payroll year were paid at least a basic 1-week vacation (on the basis of required, qualifying hours under the terms of the 1981-1984 Agreement).

20.421 Eligibility shall include only those Class A or Class B registered men who work 50% or more of the average work hours available to Class A or Class B men, respectively, in their home port for the most recent available 4 payroll quarters preceding the current quarter. “Work hours” shall not include travel hours, outport hours, vacation hours, holiday hours, or PGP hours. Men with less than 100 work hours for the 4-quarter period and steadymen will be excluded in the calculation of the average.

20.4211 The PGP eligibility list will be prepared quarterly and will be effective for the period beginning with the second week of the current payroll quarter to the second week of the following payroll quarter.

20.4212 Men who have insufficient hours to meet the 50% test due to vacation, jury duty, illness, injury, full-time Union employment, full-time joint employment, military service, leave of absence, etc. shall be entitled to a pro rata adjustment on the basis of hours worked while not absent during the test period.

20.43 Men will be deleted from the PGP eligibility list while working on a steady basis for an employer under a weekly or monthly guarantee for which their employer is responsible. The individual employers of steady men shall notify the PMA area offices immediately when men are employed or released as steady men.

20.431 Men employed or released as steady men during a payroll week are not eligible for benefits under the PGP for such week.

20.44 Men dropped from the registration list for any reason shall be deleted from the PGP eligibility list.

20.45 Authorized visitors, granted clearance by the home port LRC and approved by the visited JPLRC to work as a visitor shall be included on the PGP eligibility list in the port they are visiting.

20.46 Unauthorized visitors, visiting and working in other than their home port without having obtained the clearance and approval of the LRC of both ports shall not be included on the PGP eligibility list of the port visited, but shall remain on the PGP eligibility list of the home port.

20.47 Men who are transferred to another port under the provisions of the Agreement will be placed on the PGP eligibility list in the port to which they are transferred effective at the beginning of the payroll week immediately following the effective date of the transfer.

20.5 Availability. It is recognized that the industry works 7 days per week and the Union agrees that employees will be available to fill the needs of the employers on all working shifts during the week, including Saturdays, Sundays and holidays in accordance with the Agreement. It is also recognized that some employees only make themselves available to work days and some employees only make themselves available to work nights, and that some employees make themselves available to work either days or nights.

20.51 Port rules shall determine shift availability of men. Availability shall be any combination of day or night.

20.52 A failure by a local to provide the required registered work force on Saturday and/or Sunday shall be referred for correction to the Joint Port LRC. This matter shall take precedence over any other matter before the JPLRC. If the matter is not settled within 5 days from its introduction to the JPLRC the Area Arbitrator shall adjudicate the dispute by mediation/arbitration within 10 days. Arbitrators' decisions shall be corrective and restricted to the local involved.

20.53 Failure to meet the weekly availability requirement shall disqualify the employee for PGP benefits for the week in which the failure occurs.

20.531 "Availability" is defined to mean working or being available for work without employment offered.

20.532 "Working" is defined to mean working a full shift, unless injured on the job or released earlier by the employer.

20.5321 A man replacing himself prior to the completion of a full shift will not be considered as having been available that day for PGP purposes. Each such replacement shall be reported by the Employer to PMA in the payroll week in which such replacement occurs.

20.533 Men checked in for work who refuse any work opportunity offered in their category (skilled, unskilled) will not be given availability credit. *Exception:* Dock preference men shall be exempt from work on ship.

20.5331 In addition to Section 20.533 above, a Class A registered man will be deemed unavailable if he did not accept work when work was available to him and a Class B man or a casual was employed in his category (skilled or unskilled) on his assigned shift during the Monday-Friday period. A Class B registered man will be deemed unavailable if he did not accept work when work was available to him and a casual was employed on his assigned shift during the Monday-Friday period.

20.5332 The reference to “category (skilled or unskilled)” in Sections 20.533 and 20.5331 means that a skilled man is required to accept only skilled work for which he is qualified unless Section 20.7231 is applicable. Unskilled men are required to accept any unskilled work.

20.534 Men who do not meet the weekly availability requirement because of absence due to illness, injury, full-time union employment, full-time joint employment, military service, leave of absence, disciplinary time off, incarceration or for any other reason other than jury duty whether it be authorized or unauthorized shall not be entitled to a PGP payment for the payroll week in which such absence occurs.

20.535 Men who are absent Monday through Friday because of part-time union employment or part-time joint employment shall have their hours, earnings and availability for such employment integrated with their hours, earnings and availability under the Agreement to determine eligibility for PGP benefits.

20.536 Individuals who are absent because of jury duty shall have their jury duty days Monday through Friday counted toward availability and shall not be subject to four-week averaging (Section 20.22) to determine PGP for the week or weeks while serving. Verification of jury duty service and pay shall be presented to PMA in order to receive this benefit.

20.537 Men working as unauthorized visitors in another port must meet the 5 days Monday through Friday availability requirement in the home port in order to qualify for PGP payments. Earnings paid to unauthorized visitors in the port visited shall be included in determining PGP payments in the home port.

20.54 Each dispatch hall shall record availability for its local in the manner and form determined by the JPLRC. The JPLRC form for this purpose is to be transmitted to PMA for each weekly payroll period.

20.541 Any dispute as to an individual’s availability shall be promptly processed through the contract grievance machinery.

20.55 Availability credit during a payroll week will be given for each day on the following basis provided that no more than a single day’s credit shall accrue in a 24-hour period 8:00 a.m. to 8:00 a.m.:

20.551 For each day or night Saturday to Saturday that a man has worked.

20.552 For each day or night Monday through Friday that a man makes himself available for work in accordance with JPLRC check-in procedures.

20.6 Work Stoppages.

20.61 A work stoppage by any local(s) in violation of Section 11.1 as defined herein shall disqualify all registered men

in the port(s) affected from payment under the PGP in the payroll week(s) that the violation occurs.

20.611 A work stoppage is here defined as one which occurs by reason of Union policy, local or International, or by failure to work as directed by an Arbitrator.

20.612 An unauthorized stop work meeting in violation of Section 12.3 is considered to be a work stoppage by any local in violation of Section 11.1.

20.613 Unauthorized non-work days or non-work shifts are considered to be a work stoppage by any local in violation of Section 11.1.

20.614 Action to disqualify registered men in the port from payment of PGP under Section 20.61 can be taken by the Employers only upon written notification to the local(s) involved within 48 hours following the work stoppage. If the Union grieves such action, it has the right to have the grievance heard by the Area Arbitrator within 48 hours of receipt of notification. The Arbitrator's decision shall be rendered within 24 hours of the hearing.

20.62 In each week a coastwide work stoppage occurs, the Employers' obligation will be reduced by the amount of the weekly contingent liability.

20.63 In the event that unions other than those signatory to this Agreement have work stoppages or there occurs an Act of God (described herein as a "force majeure") that creates a need to provide PGP payments in a port, area or on a coastwise basis for a period extending beyond 1 payroll week, PGP payments will be suspended in the port, area or coastwise as applicable until work can be resumed. There shall be no reduction in the Employers' liability for the PGP as a result of such incident.

20.631 The 1 payroll week, for which PGP payments may be made as provided herein, shall stand alone and therefore shall not be included in any 4-week period as provided in Section 20.22.

20.632 Upon the occurrence of an event that creates a need to make PGP payments as provided herein, the Joint Coast Labor Relations Committee shall promptly meet to review conditions in the port(s) affected to discuss what relief the parties may agree can be provided for the clerks in those ports.

20.7 Abuses.

20.71 The parties agree it is to their mutual best interest to prevent abuses of the intent and purpose of the Pay Guarantee Plan. Recognizing this as their objective, the parties agree that the Rules contained herein are subject to change, modification, deletion or addition for such purpose.

20.72 To correct abuses in a local, the registered work force may be dispatched under one or more of the following rules, or other rules agreed to by the JPLRC. Such rules must be observed after implementation to avoid unwarranted PGP payments.

20.721 Obsolete boards are to be discontinued.

20.722 The number of men in a local to be assigned to the day shift versus the night shift shall be jointly decided.

20.723 Available men must accept any work for which they are qualified.

20.7231 Skilled men will not be required to accept a dispatch to unskilled work except in those locals where it is an accepted dispatching practice.

20.73 Disagreement over implementation of any rule to correct abuses or failure by a JPLRC to agree on any other alleged abuses within 10 days shall be subject to prompt and fi-

nal determination by the Area Arbitrator. An Area Arbitrator's decision shall be restricted to the local involved.

20.8 General Provisions.

20.81 Travel. Historically, travel between ports has been an accepted and essential part of the Agreement. It is the workers' obligation to travel to work where such travel is customary or feasible.

20.811 Travel between ports shall continue in accordance with customary dispatch procedures and travel practices.

20.8111 Each JPLRC shall develop a list of "travel exempt" men who are not required to accept a dispatch to travel. Such list shall include only those men who have valid or legitimate reasons for refusing to travel, such as but not limited to physical or medical limitations.

20.8112 Men not on the "travel exempt" list who refuse to accept travel orders on any day upon which they are available shall not be entitled to a guarantee payment for the payroll week of such occurrence.

20.8113 The availability record maintained by the dispatch hall shall indicate such refusal to travel.

20.812 Travel time and earnings paid for work in the port to which traveled shall be included in an individual's earnings record.

20.82 Dispatch Procedures.

20.821 Dispatch of Longshoremen as Clerks. If the registered work force of clerks in any local is exhausted on any dispatch, available registered longshoremen, Class A or Class B, shall be offered the work before casual clerks are employed. Failure of a registered longshoreman to accept such dispatch

during the Monday through Friday availability period shall make him ineligible for PGP benefits for that payroll week.

20.8211 Whenever a registered longshoreman refuses to accept a dispatch to clerks' work during dispatch periods, a report of such incident must be made by the dispatcher on the JPLRC availability form.

20.8212 Registered longshoremen dispatched to clerks' work who are determined by an employer to be unqualified shall be placed on a list of longshoremen unqualified for clerks' work by the longshore JPLRC. Such men are not required to accept dispatch as a clerk but shall, however, be entitled to use the grievance machinery under the Clerks' Contract Document to claim reinstatement of eligibility for clerks' work.

20.82121 The Employer shall have the right to have any grievance against a longshoreman working as a clerk processed by the Joint Clerks' LRC with that Committee having the authority to invoke disciplinary action consistent with the Agreement. The decision of the Joint Clerks' LRC is to be recognized and enforced by all Joint Labor Relations Committees.

20.822 Dispatch in "Low Work Opportunity Port" Situation. When a "Low Work Opportunity Port" situation occurs for Class B men they shall be dispatched by rotation on a 1-day basis. In a similar situation the same rule shall apply to hall Class A men in the port. (*See Supplement III.*)

20.83 Registered Men Employed by Nonmembers of PMA.

20.831 Hours and earnings of registered men employed on a steady or casual basis by an employer who is signatory to a Nonmember Participation Agreement shall be included in the calculation of a man's eligibility and earnings.

20.84 Payroll Processing. All payrolls for registered men including any former direct payments made by member companies and payrolls of nonmember companies participating in the PGP shall be processed through the PMA Management Information Services.

20.85 Vacations. No employee shall be eligible for PGP payments for more than 52 payroll weeks per payroll year minus the number of weeks of vacation for which he is paid in that year.

20.851 Vacation weeks to which a man is entitled for PGP purposes, shall be taken in 5-day units of Monday through Friday.

20.852 The JPLRC availability record maintained in the dispatch hall shall indicate when a man is on vacation.

20.853 Men shall not be entitled to a PGP payment for any payroll week while on vacation.

20.8531 When a man is on vacation, the appropriate maximum weekly PGP benefit shall be charged to his weekly guarantee record for each week of paid vacation taken.

20.8532 If at the end of the payroll year the payroll records indicate that a man has not taken the number of weeks of vacation for which he was paid, the appropriate maximum weekly PGP benefit shall be charged to his guarantee record for the number of weeks of vacation not taken, beginning with the first payroll week following the end of the payroll year.

20.86 Fringe Benefit Eligibility.

20.861 PGP payments for which a man is eligible, prior to any reduction or offset for unemployment insurance or jury duty pay, shall be credited when required to establish eligibility for Welfare Plan coverage, a qualifying year under the

Pension Plan and a qualifying year of past service for additional vacation under Section 7.12.

20.8611 The number of hours to be credited under Section 20.861 will be calculated by dividing the amount of the PGP by the appropriate basic clerk straight time rate.

20.862 PGP payments shall not be credited for the purpose of establishing eligibility for the basic vacation under Section 7.11.

20.87 Survey Team. A 4 man PGP Survey Team with 2 representatives each from the Employers and the Union shall be established. The Team shall visit each area and review the administration of the PGP. The Team shall make recommendations to the parties in the various ports and to the Coast Committee. The principal purpose of the Team shall be to promote efficient and uniform administration of the PGP and its rules.

20.88 Grievances. Disputes arising over interpretation or application of PGP provisions and rules shall be subject to the contract grievance procedure.

SECTION 21

LASH BARGE JURISDICTION

21.1 Section 1.1 of the PCLCD, Section 1.2 of the PCCCD and Section 1 of the Pacific Coast Walking Bosses/Foremen's Agreement shall apply to loading cargo to and discharging cargo from LASH barges at all docks accommodating vessels and/or barges within the existing geographical jurisdiction of any longshore, clerk or walking bosses/foremen local, and the labor involved therein is hereby assigned to longshoremen, clerks and walking bosses/foremen.

21.2 At docks where there are jurisdictional claims made by other Unions which may prevent LASH barge work from com-

mencing or continuing with the use of longshoremen, clerks and walking bosses/foremen, then non-longshoremen, non-clerks and non-walking bosses/foremen may do such work provided the following procedures are followed:

21.21 The LASH barge owner and/or agent shall be required to expend a good faith effort to secure assigned work for longshoremen, clerks and walking bosses/foremen and shall notify the local unions 10 days before the start of the operation.

21.22 At those industrial docks or private docks where established practices for PMA vessels are in effect, such practices shall apply to LASH barges (use of front men, operation of hoisting equipment for cargo-handling from/to LASH barges, and that dock work, clerks' work and walking bosses/foremen work which longshoremen, clerks and walking bosses/foremen do at each such dock).

21.23 At docks other than those described in Section 21.22 where none of the assigned work is performed by longshoremen, clerks or walking bosses/foremen, an assessment of \$1.50 per revenue ton shall be transmitted promptly upon completion of the loading or discharging operation to the Treasurer, Pacific Maritime Association, San Francisco. Such monies shall be accompanied by a transmittal letter showing the port and area location where the operation took place, the date or dates on which the operation occurred and the revenue tons handled.

21.24 The labor involved in loading and discharging of LASH barges outside the geographical jurisdiction on the United States Pacific Coast of any longshore, clerk or walking bosses/foremen local may be performed by non-longshoremen, non-clerks and non-walking bosses/foremen and such work shall not be claimed by longshoremen, clerks or walking bosses/foremen by virtue of the existence of this Memorandum of Understanding.

Similarly, nothing in this Memorandum of Understanding shall prevent longshoremen, clerks and walking bosses/foremen from exercising their legal rights to obtain representation of such workers by organizational or procedural efforts. At such docks as described in Section 21.24 where none of the assigned work is performed by longshoremen, clerks and walking bosses/foremen, an assessment of 65¢ per revenue ton shall be paid and handled on the same basis as the \$1.50 assessment provided for in Section 21.23.

21.25 The monies transmitted to PMA under this Agreement as described in Sections 21.23 and 21.24 shall be held by the Pacific Maritime Association and disbursed on a quarterly basis by sending the total amount accumulated in the quarter to the ILWU Coast Pro Rata Committee. Accompanying the check shall be an itemization of the amounts collected in accord with the breakdown in the transmittal letter described in Section 21.23. The ILWU Coast Pro Rata Committee will make appropriate distribution of these monies to the various longshore, clerk and walking bosses/foremen locals, and such monies will be used as an offset by each local receiving such monies against the respective local's share of the joint dispatch hall expenses. When such distribution is made, the ILWU Coast Pro Rata Committee will advise each PMA Area Manager of the breakdown and amounts of the distribution, with a carbon copy of such information to the PMA Treasurer in San Francisco.

SECTION 22

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

22.1 This Agreement shall remain in effect-unless terminated in accordance with other provisions in the Agreement or unless the termination date is extended by mutual agreement-until 5:00 p.m., July 1, 1999, 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 60 days prior to the expiration date. Negotiations shall commence within 10 days after the giving of such notice.

SECTION 23

WELFARE AND PENSION PLANS

23.1 The parties hereto have agreements on the subjects of Welfare and Pensions for longshoremen and clerks covered by this Agreement as set forth in the ILWU-PMA Welfare Declaration of Trust as amended, and the ILWU-PMA Welfare Fund-Declaration of Trust as amended, the ILWU-PMA Pension Agreement as amended, and the ILWU-PMA Pension Fund-Declaration of Trust as amended.

SECTION 24

MODIFICATION

24.1 No provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

24.2 All joint working and dispatching rules shall remain in effect unless changed pursuant to Section 15. All other restrictions on the employer or clerks that are in conflict with the provisions of this Agreement are null and void. There will be no unilateral “hip pocket” working or dispatching rules.

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

IN WITNESS WHEREOF, the parties hereto have signed this Contract Document effective as of July 1, 1996.

*Pacific Maritime
Association*
on behalf of its members

*International Longshore
and Warehouse 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/ William E. Codyay
/s/ Joseph N. Miniace
/s/ Terry N. Lane

/s/ Brian McWilliams
/s/ Richard Olson
/s/ Glen Ramiskey

CLERKS' PENALTY CARGO LIST

(Payments to be in accordance with Section 3.34)

PENALTY CARGO—OTHER THAN BULK COMMODITIES

15¢ Penalty

When the following commodities in lots of 15 short tons or more are hand-handled by longshoremen from place of rest on dock to pallet boards, or vice versa, clerks when utilized in the specific operation shall be paid the penalty when the method of operation used requires the clerk to make physical contact with the commodity or the employer requires the clerk to remain in attendance at the pile during the hand-handling operation and as a result subjects the clerk to the offensive characteristic of the commodity.

Alfalfa meal or pellets in sacks.

Carborundum grits in sacks.

Cement in sacks.

Coal in sacks.

Copra meal in sacks.

Cottonseed meal in sacks.

Creosoted wood products, unless boxed or crated.

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

Herring in boxes and barrels.

Lumber, logs and lumber products loaded out of water.

Lumber, freshly painted and paint is wet.

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

Nitrate, crude, untreated, in sacks.

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

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

Pig iron, rough piled, when hand-handled.

Refrigerated Cargo: When clerks are required to work in refrigerator space on cargoes in lots of 15 short tons or more, or if job lasts one hour or more, to be transported at temperature of freezing or below, and when clerks are required to work in hatch areas where the temperature is 32 degrees Fahrenheit or below.

Rubber, baled, covered with loose talc.

25¢ Penalty

Green Hides: For receiving or delivering the above commodities in lots of 15 short tons or more, clerks shall be paid the applicable penalty when the method of operation used requires physical contact with the commodity or the employer requires the clerk to be in attendance at the pile during the receipt or delivery and as a result subjects the clerk to the offensive characteristic of the commodity.

When clerks are required to remain in attendance in the hatch checking while longshoremen are hand-handling the above listed commodities to or from place of stow, they shall be paid the applicable penalty rate.

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

15¢ Conditional Penalty

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

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

Alfalfa meal or pellets in bags.

Aniline dyes in bags.

Aqua gel (oil well drilling clay) in bags.

Asbestos in bags or sacks.

Barium oxide in bags or drums.

Bichromate of soda in bags.

Borate in bags.

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

Calcium nitrate in bags.

Carborundum grits in bags.

Caustic soda in drums.

Celite and Decalite in bags.

Cement in bags.

Coal in bags.

Copra meal in bags.

Cornstarch in bags.

Cottonseed meal in bags.

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

Cryolite in bags.

DDT in bags or fibre drums.

Feather meal in bags.

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

Fish, brined, in tierces or barrels.

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

Gilsonite in bags.

Iron oxide in bags.

Lampblack, soot and carbon in bags.

Lime in fibre drums and bags.

Lime, dehydrated, in bags.

Nitrate, crude, untreated in bags.

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

Paint pigment in bags.

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

Plaster in bags.

Soda ash in bags.

Soy sauce in drums, barrels, etc.

Talc in bags.

Tapioca flour in bags.

Tallow in drums.

Urea in bags.

Vermiculite in bags.

Whiting in bags.

NOTE: Because the terms “sack” and “bag” are confusing, when these words are used, they are intended to mean the following:
Sack: Refers to burlap, cotton or cloth sacks with no inner lining.
Bag: Refers to plastic, multiwall paper bags or innerlined cloth sacks.

NEW AND UNLISTED COMMODITIES

Automatic penalties are not payable for any unlisted commodity.

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

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

PENALTY CARGO- BULK COMMODITIES (EXCLUDING BULK LIQUIDS)

25¢ Penalty

For weighing: sulphur, soda ash and crude untreated potash.

50¢ Maximum Dust Penalty

Exceptions

- (1) The understanding reached regarding the San Francisco working rule covering bulk ore or concentrate continues the \$0.35 straight time and \$0.525 overtime penalties for unusually dusty, and \$0.85 straight time and \$1.275 overtime penalties for extremely dusty, fine, dry concentrates, but limits the application of these rates specifically to bulk ore or concentrate handled at Selby only.
- (2) A similar understanding applies to Quirivelca ore handled at Tacoma, namely, the existing rate of 20¢ on sacks and 30¢ on bulk is limited to this specific commodity handled at Tacoma only.

Conditional Penalty

When clerks are utilized in operations where bulk commodities not otherwise specified are mechanically loaded or discharged, the bulk penalty rate of 25¢ or the maximum dust penalty rate of 50¢ may be paid as a conditional penalty when the clerks are subjected to the same degree of offensiveness that warrants the penalty payment to longshoremen.

The Employers shall have the right to protest the applicability of any penalty based on the characteristics of the commodity or the methods of operation, whether on a local basis or coastwise. The Union has the right to request the maximum penalty on any bulk commodity. The Joint Coast Labor Rela-

tions Committee shall finally decide whether the commodity is to be on the no penalty list, the bulk penalty list or the maximum penalty list.

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

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

All local working rules are to be amended so as to conform to the new penalty cargo list as required under Section 24 and in accordance with Section 15.3.

DAMAGED CARGO

85¢ Penalty

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

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

Cargo damaged from causes other than those enumerated above is understood to mean cargo damaged by reason of a casualty to the vessel or an occurrence aboard the vessel, such as

a rupture in the sanitary pipes or a fuel oil leak, which produces the damaged cargo condition.

FIRE PENALTY

\$1.20 Penalty

For checking cargo in a hatch or on dock where fire is burning or cargo smoldering.

EXPLOSIVES

When working Class A explosives as defined by Interstate Commerce Commission regulations, all men working in connection with a ship which is loading explosives are to receive the penalty during such time as explosives are actually being worked. (*Refer to Section 4.46.*)

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift Overtime

No Cargo Penalty

Basic Clerk

4,000 or more	\$24.68	\$32.91	\$37.02	\$39.49	\$44.42
2,001-4,000	20.78	27.71	31.17	33.25	37.40
1,001-2,000	18.78	25.04	28.17	30.05	33.80
0-1,000	17.78	23.71	26.67	28.45	32.00

15% (\$3.40) Clerk Supervisor

4,000 or more	\$28.08	\$37.44	\$42.12	\$44.93	\$50.55
2,001-4,000	24.18	32.24	36.27	38.69	43.53
1,001-2,000	22.18	29.57	33.27	35.49	39.93
0-1,000	21.18	28.24	31.77	33.89	38.13

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$30.35	\$40.47	\$45.53	\$48.56	\$54.63
2,001-4,000	26.45	35.27	39.68	42.32	47.61
1,001-2,000	24.45	32.60	36.68	39.12	44.01
0-1,000	23.45	31.27	35.18	37.52	42.21

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$31.48	\$41.97	\$47.22	\$50.37	\$56.67
2,001-4,000	27.58	36.77	41.37	44.13	49.65
1,001-2,000	25.58	34.11	38.37	40.93	46.05
0-1,000	24.58	32.77	36.87	39.33	44.25

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift Overtime

\$0.15 Penalty

Basic Clerk

4,000 or more	\$24.83	\$33.11	\$37.25	\$39.71	\$44.65
2,001-4,000	20.93	27.91	31.40	33.47	37.63
1,001-2,000	18.93	25.24	28.40	30.27	34.03
0-1,000	17.93	23.91	26.90	28.67	32.23

15% (\$3.40) Clerk Supervisor

4,000 or more	\$28.23	\$37.64	\$42.35	\$45.16	\$50.77
2,001-4,000	24.33	32.44	36.50	38.92	43.75
1,001-2,000	22.33	29.77	33.50	35.72	40.15
0-1,000	21.33	28.44	32.00	34.12	38.35

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$30.50	\$40.67	\$45.75	\$48.79	\$54.86
2,001-4,000	26.60	35.47	39.90	42.55	47.84
1,001-2,000	24.60	32.80	36.90	39.35	44.24
0-1,000	23.60	31.47	35.40	37.75	42.44

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$31.48	\$41.97	\$47.22	\$50.37	\$56.67
2,001-4,000	27.58	36.77	41.37	44.13	49.65
1,001-2,000	25.58	34.11	38.37	40.93	46.05
0-1,000	24.58	32.77	36.87	39.33	44.25

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift

\$0.25 Penalty

<i>Basic Clerk</i>					
4,000 or more	\$24.93	\$33.24	\$37.40	\$39.86	\$44.80
2,001-4,000	21.03	28.04	31.55	33.62	37.78
1,001-2,000	19.03	25.37	28.55	30.42	34.18
0-1,000	18.03	24.04	27.05	28.82	32.38
<i>15% (\$3.40) Clerk Supervisor</i>					
4,000 or more	\$28.33	\$37.77	\$42.50	\$45.31	\$50.92
2,001-4,000	24.43	32.57	36.65	39.07	43.90
1,001-2,000	22.43	29.91	33.65	35.87	40.30
0-1,000	21.43	28.57	32.15	34.27	38.50
<i>25% (\$5.67) Kitchen Tower Computer Clerk</i>					
4,000 or more	\$30.60	\$40.80	\$45.90	\$48.94	\$55.01
2,001-4,000	26.70	35.60	40.05	42.70	47.99
1,001-2,000	24.70	32.93	37.05	39.50	44.39
0-1,000	23.70	31.60	35.55	37.90	42.59
<i>30% (\$6.80) Chief Supervisor and Supercargo</i>					
4,000 or more	\$31.73	\$42.31	\$47.60	\$50.75	\$57.05
2,001-4,000	27.83	37.11	41.75	44.51	50.03
1,001-2,000	25.83	34.44	38.75	41.31	46.43
0-1,000	24.83	33.11	37.25	39.71	44.63

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift

\$0.35 Penalty

<i>Basic Clerk</i>					
4,000 or more	\$25.03	\$33.37	\$37.55	\$40.01	\$44.95
2,001-4,000	21.13	28.17	31.70	33.77	37.93
1,001-2,000	19.13	25.51	28.70	30.57	34.33
0-1,000	18.13	24.17	27.20	28.97	32.53
<i>15% (\$3.40) Clerk Supervisor</i>					
4,000 or more	\$28.43	\$37.91	\$42.65	\$45.46	\$51.07
2,001-4,000	24.53	32.71	36.80	39.22	44.05
1,001-2,000	22.53	30.04	33.80	36.02	40.45
0-1,000	21.53	28.71	32.30	34.42	38.65
<i>25% (\$5.67) Kitchen Tower Computer Clerk</i>					
4,000 or more	\$30.70	\$40.93	\$46.05	\$49.09	\$55.16
2,001-4,000	26.80	35.73	40.20	42.85	48.14
1,001-2,000	24.80	33.07	37.20	39.65	44.54
0-1,000	23.80	31.73	35.70	38.05	42.74
<i>30% (\$6.80) Chief Supervisor and Supercargo</i>					
4,000 or more	\$31.83	\$42.44	\$47.75	\$50.90	\$57.20
2,001-4,000	27.93	37.24	41.90	44.66	50.18
1,001-2,000	25.93	34.57	38.90	41.46	46.58
0-1,000	24.93	33.24	37.40	39.86	44.78

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift Overtime

\$0.50 Penalty

<i>Basic Clerk</i>					
4,000 or more	\$25.18	\$33.57	\$37.77	\$40.24	\$45.17
2,001-4,000	21.28	28.37	31.92	34.00	38.15
1,001-2,000	19.28	25.71	28.92	30.80	34.55
0-1,000	18.28	24.37	27.42	29.20	32.75
<i>15% (\$3.40) Clerk Supervisor</i>					
4,000 or more	\$28.58	\$38.11	\$42.87	\$45.68	\$51.30
2,001-4,000	24.68	32.91	37.02	39.44	44.28
1,001-2,000	22.68	30.24	34.02	36.24	40.68
0-1,000	21.68	28.91	32.52	34.64	38.88
<i>25% (\$5.67) Kitchen Tower Computer Clerk</i>					
4,000 or more	\$30.85	\$41.13	\$46.28	\$49.31	\$55.38
2,001-4,000	26.95	35.93	40.43	43.07	48.36
1,001-2,000	24.95	33.27	37.43	39.87	44.76
0-1,000	23.95	31.93	35.93	38.27	42.96
<i>30% (\$6.80) Chief Supervisor and Supercargo</i>					
4,000 or more	\$31.98	\$42.64	\$47.97	\$51.12	\$57.42
2,001-4,000	28.08	37.44	42.12	44.88	50.40
1,001-2,000	26.08	34.77	39.12	41.68	46.80
0-1,000	25.08	33.44	37.62	40.08	45.00

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift Overtime

\$0.85 Penalty

<i>Basic Clerk</i>					
4,000 or more	\$25.53	\$34.04	\$38.30	\$40.76	\$45.70
2,001-4,000	21.63	28.84	32.45	34.52	38.68
1,001-2,000	19.63	26.17	29.45	31.32	35.08
0-1,000	18.63	24.84	27.95	29.72	33.28
<i>15% (\$3.40) Clerk Supervisor</i>					
4,000 or more	\$28.93	\$38.57	\$43.40	\$46.21	\$51.82
2,001-4,000	25.03	33.37	37.55	39.97	44.80
1,001-2,000	23.03	30.71	34.55	36.77	41.20
0-1,000	22.03	29.37	33.05	35.17	39.40
<i>25% (\$5.67) Kitchen Tower Computer Clerk</i>					
4,000 or more	\$31.20	\$41.60	\$46.80	\$49.84	\$55.91
2,001-4,000	27.30	36.40	40.95	43.60	48.89
1,001-2,000	25.30	33.73	37.95	40.40	45.29
0-1,000	24.30	32.40	36.45	38.80	43.49
<i>30% (\$6.80) Chief Supervisor and Supercargo</i>					
4,000 or more	\$32.33	\$43.11	\$48.50	\$51.65	\$57.95
2,001-4,000	28.43	37.91	42.65	45.41	50.93
1,001-2,000	26.43	35.24	39.65	42.21	47.33
0-1,000	25.43	33.91	38.15	40.61	45.53

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift

\$1.20 Penalty

Basic Clerk

4,000 or more	\$25.88	\$34.51	\$38.82	\$41.29	\$46.22
2,001-4,000	21.98	29.31	32.97	35.05	39.20
1,001-2,000	19.98	26.64	29.97	31.85	35.60
0-1,000	18.98	25.31	28.47	30.25	33.80

15% (\$3.40) Clerk Supervisor

4,000 or more	\$29.28	\$39.04	\$43.92	\$46.73	\$52.35
2,001-4,000	25.38	33.84	38.07	40.49	45.33
1,001-2,000	23.38	31.17	35.07	37.29	41.73
0-1,000	22.38	29.84	33.57	35.69	39.93

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$31.55	\$42.07	\$47.33	\$50.36	\$56.43
2,001-4,000	27.65	36.87	41.48	44.12	49.41
1,001-2,000	25.65	34.20	38.48	40.92	45.81
0-1,000	24.65	32.87	36.98	39.32	44.01

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$32.68	\$43.57	\$49.02	\$52.17	\$58.47
2,001-4,000	28.78	38.37	43.17	45.93	51.45
1,001-2,000	26.78	35.71	40.17	42.73	47.85
0-1,000	25.78	34.37	38.67	41.13	46.05

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift

Explosives Penalty

Basic Clerk

4,000 or more	\$49.36	\$65.81	\$74.04	\$76.51	\$81.44
2,001-4,000	41.56	55.41	62.34	70.27	74.42
1,001-2,000	37.56	50.08	56.34	67.07	70.82
0-1,000	35.56	47.41	53.34	65.47	69.02

15% (\$3.40) Clerk Supervisor

4,000 or more	\$52.76	\$70.35	\$79.14	\$81.95	\$87.57
2,001-4,000	44.96	59.95	67.44	75.71	80.55
1,001-2,000	40.96	54.61	61.44	72.51	76.95
0-1,000	38.96	51.95	58.44	70.91	75.15

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$55.03	\$73.37	\$82.55	\$85.58	\$91.65
2,001-4,000	47.23	62.97	70.85	79.34	84.63
1,001-2,000	43.23	57.64	64.85	76.14	81.03
0-1,000	41.23	54.97	61.85	74.54	79.23

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$56.16	\$74.88	\$84.24	\$87.39	\$93.69
2,001-4,000	48.36	64.48	72.54	81.15	86.67
1,001-2,000	44.36	59.15	66.54	77.95	83.07
0-1,000	42.36	56.48	63.54	76.35	81.27

1997-1999 WAGE SCHEDULE*Effective 8:00 a.m., June 28, 1997*

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime

No Cargo Penalty

Basic Clerk

4,000 or more	\$25.68	\$34.24	\$38.52	\$41.09	\$46.22
2,001-4,000	21.50	28.67	32.25	34.40	38.70
1,001-2,000	19.50	26.00	29.25	31.20	35.10
0-1,000	18.50	24.67	27.75	29.60	33.30

15% (\$3.40) Clerk Supervisor

4,000 or more	\$29.08	\$38.77	\$43.62	\$46.53	\$52.35
2,001-4,000	24.90	33.20	37.35	39.84	44.82
1,001-2,000	22.90	30.53	34.35	36.64	41.22
0-1,000	21.90	29.20	32.85	35.04	39.42

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$31.35	\$41.80	\$47.03	\$50.16	\$56.43
2,001-4,000	27.17	36.23	40.76	43.47	48.91
1,001-2,000	25.17	33.56	37.76	40.27	45.31
0-1,000	24.17	32.23	36.26	38.67	43.51

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$32.48	\$43.31	\$48.72	\$51.97	\$58.47
2,001-4,000	28.30	37.73	42.45	45.29	50.95
1,001-2,000	26.30	35.07	39.45	42.09	47.35
0-1,000	25.30	33.73	37.95	40.49	45.55

1997-1999 WAGE SCHEDULE*Effective 8:00 a.m., June 28, 1997*

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime

\$0.15 Penalty

Basic Clerk

4,000 or more	\$25.83	\$34.44	\$38.75	\$41.31	\$46.45
2,001-4,000	21.65	28.87	32.48	34.63	38.93
1,001-2,000	19.65	26.20	29.48	31.43	35.33
0-1,000	18.65	24.87	27.98	29.83	33.53

15% (\$3.40) Clerk Supervisor

4,000 or more	\$29.23	\$38.97	\$43.85	\$46.76	\$52.57
2,001-4,000	25.05	33.40	37.58	40.07	45.05
1,001-2,000	23.05	30.73	34.58	36.87	41.45
0-1,000	22.05	29.40	33.08	35.27	39.65

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$31.50	\$42.00	\$47.25	\$50.39	\$56.66
2,001-4,000	27.32	36.43	40.98	43.70	49.13
1,001-2,000	25.32	33.76	37.98	40.50	45.53
0-1,000	24.32	32.43	36.48	38.90	43.73

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$32.48	\$43.31	\$48.72	\$51.97	\$58.47
2,001-4,000	28.30	37.73	42.45	45.29	50.95
1,001-2,000	26.30	35.07	39.45	42.09	47.35
0-1,000	25.30	33.73	37.95	40.49	45.55

1997-1999 WAGE SCHEDULE*Effective 8:00 a.m., June 28, 1997*

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime

\$0.25 Penalty*Basic Clerk*

4,000 or more	\$25.93	\$34.57	\$38.90	\$41.46	\$46.60
2,001-4,000	21.75	29.00	32.63	34.78	39.08
1,001-2,000	19.75	26.33	29.63	31.58	35.48
0-1,000	18.75	25.00	28.13	29.98	33.68

15% (\$3.40) Clerk Supervisor

4,000 or more	\$29.33	\$39.11	\$44.00	\$46.91	\$52.72
2,001-4,000	25.15	33.53	37.73	40.22	45.20
1,001-2,000	23.15	30.87	34.73	37.02	41.60
0-1,000	22.15	29.53	33.23	35.42	39.80

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$31.60	\$42.13	\$47.40	\$50.54	\$56.81
2,001-4,000	27.42	36.56	41.13	43.85	49.28
1,001-2,000	25.42	33.89	38.13	40.65	45.68
0-1,000	24.42	32.56	36.63	39.05	43.88

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$32.73	\$43.64	\$49.10	\$52.35	\$58.85
2,001-4,000	28.55	38.07	42.83	45.66	51.32
1,001-2,000	26.55	35.40	39.83	42.46	47.72
0-1,000	25.55	34.07	38.33	40.86	45.92

1997-1999 WAGE SCHEDULE*Effective 8:00 a.m., June 28, 1997*

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime

\$0.35 Penalty*Basic Clerk*

4,000 or more	\$26.03	\$34.71	\$39.05	\$41.61	\$46.75
2,001-4,000	21.85	29.13	32.78	34.93	39.23
1,001-2,000	19.85	26.47	29.78	31.73	35.63
0-1,000	18.85	25.13	28.28	30.13	33.83

15% (\$3.40) Clerk Supervisor

4,000 or more	\$29.43	\$39.24	\$44.15	\$47.06	\$52.87
2,001-4,000	25.25	33.67	37.88	40.37	45.35
1,001-2,000	23.25	31.00	34.88	37.17	41.75
0-1,000	22.25	29.67	33.38	35.57	39.95

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$31.70	\$42.27	\$47.55	\$50.69	\$56.96
2,001-4,000	27.52	36.69	41.28	44.00	49.43
1,001-2,000	25.52	34.03	38.28	40.80	45.83
0-1,000	24.52	32.69	36.78	39.20	44.03

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$32.83	\$43.77	\$49.25	\$52.50	\$59.00
2,001-4,000	28.65	38.20	42.98	45.81	51.47
1,001-2,000	26.65	35.53	39.98	42.61	47.87
0-1,000	25.65	34.20	38.48	41.01	46.07

1997-1999 WAGE SCHEDULE

Effective 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift

\$0.50 Penalty

Basic Clerk

4,000 or more	\$26.18	\$34.91	\$39.27	\$41.84	\$46.97
2,001-4,000	22.00	29.33	33.00	35.15	39.45
1,001-2,000	20.00	26.67	30.00	31.95	35.85
0-1,000	19.00	25.33	28.50	30.35	34.05

15% (\$3.40) Clerk Supervisor

4,000 or more	\$29.58	\$39.44	\$44.37	\$47.28	\$53.10
2,001-4,000	25.40	33.87	38.10	40.59	45.57
1,001-2,000	23.40	31.20	35.10	37.39	41.97
0-1,000	22.40	29.87	33.60	35.79	40.17

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$31.85	\$42.47	\$47.78	\$50.91	\$57.18
2,001-4,000	27.67	36.89	41.51	44.22	49.66
1,001-2,000	25.67	34.23	38.51	41.02	46.06
0-1,000	24.67	32.89	37.01	39.42	44.26

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$32.98	\$43.97	\$49.47	\$52.72	\$59.22
2,001-4,000	28.80	38.40	43.20	46.04	51.70
1,001-2,000	26.80	35.73	40.20	42.84	48.10
0-1,000	25.80	34.40	38.70	41.24	46.30

1997-1999 WAGE SCHEDULE

Effective 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd		3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift

\$0.85 Penalty

Basic Clerk

4,000 or more	\$26.53	\$35.37	\$39.80	\$42.36	\$47.50
2,001-4,000	22.35	29.80	33.53	35.68	39.98
1,001-2,000	20.35	27.13	30.53	32.48	36.38
0-1,000	19.35	25.80	29.03	30.88	34.58

15% (\$3.40) Clerk Supervisor

4,000 or more	\$29.93	\$39.91	\$44.90	\$47.81	\$53.62
2,001-4,000	25.75	34.33	38.63	41.12	46.10
1,001-2,000	23.75	31.67	35.63	37.92	42.50
0-1,000	22.75	30.33	34.13	36.32	40.70

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$32.20	\$42.93	\$48.30	\$51.44	\$57.71
2,001-4,000	28.02	37.36	42.03	44.75	50.18
1,001-2,000	26.02	34.69	39.03	41.55	46.58
0-1,000	25.02	33.36	37.53	39.95	44.78

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$33.33	\$44.44	\$50.00	\$53.25	\$59.75
2,001-4,000	29.15	38.87	43.73	46.56	52.22
1,001-2,000	27.15	36.20	40.73	43.36	48.62
0-1,000	26.15	34.87	39.23	41.76	46.82

1997-1999 WAGE SCHEDULE

Effective 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime

\$1.20 Penalty

Basic Clerk

4,000 or more	\$26.88	\$35.84	\$40.32	\$42.89	\$48.02
2,001-4,000	22.70	30.27	34.05	36.20	40.50
1,001-2,000	20.70	27.60	31.05	33.00	36.90
0-1,000	19.70	26.27	29.55	31.40	35.10

15% (\$3.40) Clerk Supervisor

4,000 or more	\$30.28	\$40.37	\$45.42	\$48.33	\$54.15
2,001-4,000	26.10	34.80	39.15	41.64	46.62
1,001-2,000	24.10	32.13	36.15	38.44	43.02
0-1,000	23.10	30.80	34.65	36.84	41.22

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$32.55	\$43.40	\$48.83	\$51.96	\$58.23
2,001-4,000	28.37	37.83	42.56	45.27	50.71
1,001-2,000	26.37	35.16	39.56	42.07	47.11
0-1,000	25.37	33.83	38.06	40.47	45.31

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$33.68	\$44.91	\$50.52	\$53.77	\$60.27
2,001-4,000	29.50	39.33	44.25	47.09	52.75
1,001-2,000	27.50	36.67	41.25	43.89	49.15
0-1,000	26.50	35.33	39.75	42.29	47.35

1997-1999 WAGE SCHEDULE

Effective 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime

Explosives Penalty

Basic Clerk

4,000 or more	\$51.36	\$68.48	\$77.04	\$79.61	\$84.74
2,001-4,000	43.00	57.33	64.50	72.92	77.22
1,001-2,000	39.00	52.00	58.50	69.72	73.62
0-1,000	37.00	49.33	55.50	68.12	71.82

15% (\$3.40) Clerk Supervisor

4,000 or more	\$54.76	\$73.01	\$82.14	\$85.05	\$90.87
2,001-4,000	46.40	61.87	69.60	78.36	83.34
1,001-2,000	42.40	56.53	63.60	75.16	79.74
0-1,000	40.40	53.87	60.60	73.56	77.94

25% (\$5.67) Kitchen Tower Computer Clerk

4,000 or more	\$57.03	\$76.04	\$85.55	\$88.68	\$94.95
2,001-4,000	48.67	64.89	73.01	81.99	87.43
1,001-2,000	44.67	59.56	67.01	78.79	83.83
0-1,000	42.67	56.89	64.01	77.19	82.03

30% (\$6.80) Chief Supervisor and Supercargo

4,000 or more	\$58.16	\$77.55	\$87.24	\$90.49	\$96.99
2,001-4,000	49.80	66.40	74.70	83.81	89.47
1,001-2,000	45.80	61.07	68.70	80.61	85.87
0-1,000	43.80	58.40	65.70	79.01	84.07

CONTAINER FREIGHT STATION SUPPLEMENT

Following are the terms and conditions of the Container Freight Station Supplement dated December 16, 1969 in its current status as amended and/or modified through July 12, 1986:

CFS SECTION 1

SCOPE OF WORK

1.1 The stuffing and unstuffing of containers by Container Freight Station Longshore/Clerk Utilitymen in a Container Freight Station (hereinafter referred to as a CFS) is work covered by this Supplement.

1.11 Any member of PMA may carry on work covered by this Contract Supplement by doing it at any CFS operated hereunder or by otherwise doing it under the Agreement.

1.12 A CFS covered by this Contract Supplement is a permanent facility that either is especially built only for stuffing and unstuffing and storing containers, or is an especially constructed shed or a place set aside to stuff and unstuff and store containers that is distinct from the dock itself and from a container yard.

1.121 A container yard is an area where containers are warehoused or are held awaiting loading aboard ships, or are held after being unloaded from ships, or are held ready to be hauled away to a factory or a warehouse or other place not a CFS, or are held on the way to or from a CFS.

1.13 A CFS must be a permanent installation.

1.2 CFS employees and CFS work are described in this CFS Section 1.2.

1.21 A CFS must employ a basic complement of steady-men (a minimum of 3 steady employees, 1 from each of the ILWU longshore division categories, i.e., Longshore, Clerk and Walking Boss) which shall be obtained as provided in CFS Sections 6.1 through 6.112. There shall be no manning scales for any CFS operation. The number of men for any operation can be 1 or more as determined by the employer subject to the requirement that a CFS must employ a basic complement. All employees shall perform all necessary work in the CFS without regard to their category unless otherwise restricted herein.

1.22 CFS Longshore/Clerk Utilitymen. Combination longshore/clerk employees covered by this Contract Supplement shall perform all types of work at the CFS as directed by the employer, which shall include but not be limited to handling cargo, driving forklift and other mechanical handling and lifting equipment, stockpiling, palletizing and depalletizing, loading and unloading railcars, stuffing and unstuffing containers, moving containers in the CFS, shifting and assembling cargo, bagging, all other cargo-handling activities, cleaning up in and around the CFS and the physical checking of cargo received at, delivered from, or within the CFS area, including the customary spotting, sorting, tallying and tagging of cargo in the CFS area.

1.221 Ratios of longshoremen and clerks in existing CFS's as of July 1, 1984 shall govern hiring ratios. Local JPLRC's shall provide the rules necessary to maintain port by port hiring ratios and/or establish a ratio where none now exists. Any failure to agree shall be subject to final and binding Area Arbitration.

1.222 Registered clerks steadily employed in a CFS as of July 1, 1984 will not be required to physically handle cargo when such work is beyond their capabilities. Any clerks hired

subsequent to July 1, 1984 shall not be entitled to this exception.

1.223 Whenever possible, registered clerks will perform any and all CFS clerks' work. When no such work is required, they will perform any basic CFS utility work. "Bumping" to achieve this end is not required. "Bumping" is defined as the interruption of an operation already under way in order to substitute another category of worker.

1.224 If only 1 CFS longshore/clerk utilityman from the Clerks category is employed, he shall be a "working supervisory clerk" who shall perform the work described in CFS Section 1.223 above.

1.225 If 2 or more CFS longshore/clerk utilitymen from the Clerks category are employed, 1 shall be the "working supervisory clerk." In this case, the "working supervisory clerk" shall direct the clerical activities of other CFS longshore/clerk utilitymen, and may also be required to perform CFS clerk's work if such work does not prohibit supervision of the clerical activities of other CFS longshore/clerk utilitymen.

1.226 CFS longshore/clerk utilitymen shall shift assignments as directed within the CFS area. An employer shall not place an excessive or unreasonable amount of work on any employee. Employees have the right to claim onerousness under the grievance machinery.

1.23 It is understood and agreed that this CFS Supplement does not cover work in a CFS office. The local supplements to the Pacific Coast Clerks' Contract Document shall not apply to CFS operations. Direction of clerk supervisors will be by management personnel.

1.24 CFS employees-steady or extra labor-shall be utilized only in the CFS as designated. They shall not at any time be transferred to longshore or clerks work outside the CFS un-

der the terms of any of the Agreements except as provided for in CFS Section 1.3 and subsections.

1.25 If an employer operates more than 1 CFS in an area he may use the steady and extra labor employees of 1 CFS to temporarily supplement the steady work force of another CFS, in which case he shall arrange suitable transportation for such employees.

1.26 No CFS employer shall hire or use extra CFS labor for any reason other than to supplement the basic work force.

1.3 Longshoremen employed under the Pacific Coast Longshore Contract Document may be directed to place cargo or containers coming from a vessel at any point on the CFS premises, and to pick up cargo or containers from any place on the CFS premises for delivery to a dock.

1.31 At any CFS facility on or adjacent to the container yard, the employer may designate a CFS longshore/clerk utilityman who may move containers to and from the container yard. Such employee shall whenever possible be a longshore utilityman. The appropriate skill rate shall be paid for the time involved, except that utilitymen shall not operate portainers, transtainers or mobile cranes. At any CFS facility not on or adjacent to a container yard, present practices may continue in the movement of containers. In instances where PCL&CA or CFS personnel are utilized, the drivers may be required to perform any work necessary related to the delivery or pickup of containers, such as placing/removing pallet boards or blocks under the fifth wheel, opening doors, releasing twist-locks, etc.

1.32 If containers are placed upon or taken off of trucks, trailers, chassis or railcars at a CFS, the work shall be done by longshoremen or CFS employees. Longshoremen and CFS employees shall perform this work as directed by the employer.

1.33 Incoming and outgoing railcars at or adjacent to a CFS, containing mixed CFS and general cargo, may be completely loaded or discharged by either CFS utilitymen or PCLCD longshoremen at the employer's option.

1.34 When cargo is directly transferred to a container from a truck, or from a container to a truck, utilizing a conveyor or gravities, the employment of a "pusher" is at the discretion of the employer.

1.35 Where devanned cargo has come to rest on the CFS facility, individuals other than those employed at the CFS under this supplemental agreement may load such cargo without sorting to their equipment for shipment from the CFS.

1.36 When cargo arrives at the CFS and is under the control of the trucking company, forwarders or drayage firms, the handling of such cargo from their equipment to the point of rest on the CFS may be done by the non-CFS employees.

1.361 A truck driver who arrives at a CFS with loose cargo may place such cargo on a pallet board, slipsheet, bin or similar device on his truck or tailgate. When this occurs, the pallet board, slipsheet, bin or similar device shall be placed on and removed from the truck or tailgate by a CFS employee.

1.4 All machinery, equipment and other tools now or hereafter used in a CFS shall be operated by CFS longshore/clerk utilitymen when used in an operation covered by the Contract Supplement and the operation thereof is assigned to CFS longshore/clerk utilitymen and is covered by this Contract Supplement, provided that exceptions thereto-as to individual classes of workers who are not CFS longshore/clerk utilitymen and as to tools or classes of tools-may be continued and any exceptions may be set up, modified or eliminated by joint agreement of the Association and the Union.

- (a) Exceptions described and procedures provided for resolving disputes as set forth in Section 1.5 of the PCLCD and subordinate subsections shall be construed in connection with the agreement of the employers to provide skill training for CFS utilitymen so as to minimize the grounds for exceptions listed in Section 1.54 of the PCLCD. When trained, skilled CFS longshore/clerk utilitymen certified as capable of performing work now assigned by the Pacific Maritime Association member company to non-CFS utilitymen are available, such CFS longshore/clerk utilitymen will be assigned to such work, provided no union jurisdictional work stoppages are caused, and provided that such trained, skilled CFS longshore/clerk utilitymen may be assigned to any skilled work they are capable of performing without limitation by reason of claimed specialization.
- (b) Where Pacific Maritime Association or its member companies have existing bargaining relationships, have granted recognition to and have assigned work to bona fide labor unions as a result of such relationships and recognition, or where status quo exceptions relating to other unions are now set forth in Section 1 of the PCLCD, International Longshoremen's and Warehousemen's Union will not make any jurisdictional claim or cause any jurisdictional work stoppage dispute involving Pacific Maritime Association or such member companies with relation to such work assignments. However, if the Union obtains the right to represent and bargain for such workers and no jurisdictional work stoppage problems are created, the Association agrees that

such exceptions regarding assignment of work to CFS longshore/clerk utilitymen will be eliminated.

1.5 It is the intent and purpose of this contract supplement to protect and preserve the work jurisdiction of employees covered by the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement or this CFS Supplement to stuff or unstuff cargo in containers to be loaded aboard or discharged from vessels as provided for herein. Within any Port Area CFS Zone all containers owned or leased by vessel operating carriers shall be stuffed or unstuffed by such employees at docks, or at ILWU-PMA CFS facilities within the Port Area CFS Zone.

(a) *Containers of Convenience.* Where the vessel operating carrier requires cargo to be transferred from one container to another, or where containers are utilized by the vessel operating carrier for its own convenience, the stuffing or unstuffing of such cargo shall be performed by employees covered by the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement or this CFS Supplement.

1.51 *Exceptions.* Exceptions shall apply to (1) where there is mutual agreement to perform such work elsewhere, (2) where some other employer or the federal government has a legally enforceable right to require that it be done elsewhere, or (3) where exceptions contained in CFS Section 1.541 are applicable.

1.52 *Transition Period.* It is intended that the work provided for herein shall be performed by employees covered by the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement or this CFS Supplement as soon as possible. Recognizing the need to make and publish tariff changes, eliminate subcontracting practices, etc., it is agreed that whatever changes are necessary shall be accomplished no later than 35 days follow-

ing the implementation date set forth in the March 16, 1986 Memorandum of Understanding.

1.521 *Existing Contracts.* Where there are existing contracts between ILWU locals and vessel operating carriers and/or CFS employers, a transition period will end no later than the expiration dates of such contracts. Where there is a jurisdictional problem between two segments of the ILWU having to do with stuffing and unstuffing of containers, containers will be discharged or loaded without penalty and as directed by the employer without interference by the ILWU, and the ILWU will be responsible for solving its own jurisdictional problems.

1.522 *Subcontracting.* All vessel operating carriers, or other employers covered by the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement or this CFS Supplement thereto, shall discontinue their past practice of subcontracting of stuffing or unstuffing of containers and to refrain from future subcontracting work as defined in CFS Sections 1.5 and 1.5(a) to employers not parties to this Agreement, except that such subcontracting practices may continue during the period legally required by the subcontract plus any additional time required to build, expand, lease, equip, or provide facilities to be operated within the Port Area CFS Zone under the PCL&CA or this CFS Supplement. During such period containers may be received from or delivered to such subcontractors without penalty, but such penalty-free period shall not extend beyond 35 days following the implementation date set forth in this document. Each company having subcontracts will promptly notify PMA of the date it will be operating under this Agreement and such information shall be furnished to the Union.

1.5221 All vessel operating carriers shall be required to have all LCL (less-than-container load) cargo which is booked and/or controlled by them stuffed or unstuffed by

employees under the terms of the Pacific Coast Longshore and Clerks' Agreement or this CFS Supplement thereto, unless any of the exceptions stated in CFS Section 1.5 are applicable. All published LCL tariffs and/or advertisements shall delete all references to off-dock Container Freight Stations where such work on behalf of vessel operating carriers has been performed in the past by other employees.

1.52211 The language in CFS Section 1.5221 above which reads "all LCL cargo which is booked and/or controlled by them" includes such cargo which is stuffed or unstuffed by a non-vessel operating carrier (NVOCC), freight forwarder, or consolidator within the Port Area CFS Zone, if such company is owned by a vessel operating carrier or the vessel operating carrier has a proprietary financial interest in the company.

1.52212 CFS Sections 1.533 and 1.534 shall not be used as a subterfuge by any vessel operating carrier to avoid their obligation set forth in CFS Section 1.5221 above. Any violation found to be a subterfuge or deliberate evasion of responsibility on the part of the vessel operating carrier shall result in the penalty set forth in CFS Section 1.54 doubled to a total of \$2,000 per container.

1.53 *Definitions.* For the purposes of this section the following definitions shall be applicable:

1.531 *Container*—means a single rigid, non-disposable dry cargo, insulated, refrigerated, flatrack, vehicle, rack, portable liquid tank, or open-top container, etc. All types of containers will have constructions, fittings, and fastenings able to withstand, without permanent distortion, all the stresses that may be applied in normal service use of continuous transportation, and shall have a minimum outside width of 8' and minimum outside length of 20'.

1.532 *Port Area CFS Zone*—means geographic area of 50 miles radius from each ILWU-PMA joint longshore dispatch hall. Where 2 or more zones overlap, the combined area within the outer limits of such zones shall be treated as a single zone.

1.533 *Inbound Shipper's Load*—means one that is handled as a unit, without the contents being checked for delivery purposes, for movement straight through to any facility designated by the consignee or shipper. (*Warning: Note penalty for violation of this Section as set forth in CFS Section 1.52212.*)

(*Note: If and when it is legally found that the provisions of NLRB Decision and Order D-3426 can be applied to containers owned or leased by all vessel operating carriers, within 30 days thereafter, the above CFS Section 1.533 shall be replaced by the following:*

1.533 *Inbound Shipper's Load*—means one that is handled as a unit, without the contents being checked for delivery purposes, for movement straight through to the consignee who is the purchaser or who otherwise has a proprietary financial interest in the import cargo in the container which is being transported, as distinct from a financial interest in the transportation or consolidation or deconsolidation of such cargo.)

1.534 *Outbound Shipper's Load*—means one that is tendered as a unit, without the contents being checked for receiving purposes, for movement straight through to the vessel. (*Warning: Note penalty for violation of this Section as set forth in CFS Section 1.52212.*)

(*Note: If and when it is legally found that the provisions of NLRB Decision and Order D-3426 can be applied to containers owned or leased by all vessel operating carriers, within 30*

days thereafter, the above CFS Section 1.534 shall be replaced by the following:

1.534 *Outbound Shipper's Load*—means one that is tendered as a unit, without the contents being checked for receiving purposes, for movement straight through to the vessel and which comes from a manufacturer or seller having a proprietary financial interest in the export cargo in the container which is being transported, as distinct from a financial interest in the transportation or consolidation or deconsolidation of such cargo.)

1.535 *Stuffing and Unstuffing*—stuffing means the act of placing cargo into a container and unstuffing means the act of removing cargo from a container.

1.536 *“Store door” method of pickup or delivery*—means the stuffing or unstuffing of cargo into or out of containers at 1 or more wholesale or retail warehouses, factories, or processing plants when pickup or delivery service is the responsibility of the vessel operating carrier.

1.537 *Coastwise and Intercoastal*—Coastwise means the West Coast of the North American Continent. Intercoastal means between the East Coast and West Coast of the United States.

1.538 *Domestic Trade*—means intercoastal, West Coast of the continental United States including Alaska, Hawaii, Guam, Puerto Rico and any other U.S. insular possession.

1.54 *Container Penalty*. Containers of cargo owned or leased by vessel operating carriers which are loaded aboard or discharged from vessels will be assessed a penalty of \$1,000 per container, except as provided below in CFS Section 1.541. The payment of such penalty shall be the responsibility of the carrier operating the vessel. Such penalty payments shall be

collected by PMA and shall be used to reduce the unfunded past service liability of the ILWU-PMA Pension Plan.

1.541 The penalty described in CFS Section 1.54 shall not apply to:

1.5411 Outbound containers originating outside of the Port Area CFS Zone as defined in CFS Section 1.532 or inbound containers destined for delivery outside of the Port Area CFS Zone as defined in CFS Section 1.532.

1.5412 Containers stuffed or unstuffed by employees under the terms and conditions of the Pacific Coast Longshore and Clerks' Agreement or this CFS Supplement.

1.5413 Outbound containers defined as a “shipper's load” originating within the Port Area CFS Zone.

1.5414 Inbound containers defined as a “shipper's load” destined for delivery within the Port Area CFS Zone.

1.5415 Containers of household goods which are stuffed or unstuffed by a moving company.

1.5416 Containers of cargo moving coastwise or intercoastal.

1.5417 Containers stuffed or unstuffed in the “store door” method of pickup or delivery in the “domestic trade”.

1.5418 Containers where the penalty has been paid once on the cargo contents.

1.542 *Container Penalty Payment Procedure*. The following payment procedure shall apply when a grievance machinery decision is rendered which provides that a container penalty as set forth in CFS Section 1.54 or CFS Section 1.52212 is payable:

1.5421 Within 5 days of the date of the decision, payment of the penalty shall be made by the vessel operating carrier. Payment shall be made to Pacific Maritime Associa-

tion and PMA shall immediately place the monies in a special CFS bank account.

1.5422 Within 15 days of the date of the decision, PMA shall notify the ILWU International of its intention to appeal, or not to appeal, the decision.

1.54221 If PMA elects not to appeal the decision, the monies in the special CFS bank account, plus any accrued interest, shall be immediately forwarded to the Administrator of the ILWU-PMA Pension Plan to be applied against the unfunded past service liability of the ILWU-PMA Pension Plan.

1.54222 If PMA elects to appeal the decision, the monies shall be retained in the special CFS account until a final resolution is reached through the contract grievance machinery. Processing of an appeal shall be completed within 3 months following PMA's notice to appeal.

1.542221 If the final resolution sustains the decision, the monies in the special CFS penalty account, plus any accrued interest, shall be immediately forwarded to the Administrator of the ILWU-PMA Pension Plan to be applied against the unfunded past service liability of the ILWU-PMA Pension Plan.

1.542222 If the final resolution reverses the decision, the monies in the special CFS penalty account, plus any accrued interest, shall be immediately returned to the vessel operating carrier.

1.5423 Evidence of deposits to or withdrawals from the special CFS bank account shall be transmitted to the ILWU International.

1.55 *Grievances*

1.551 *Local.* It is intended by the Parties that grievances as to whether a container is subject to the container penalty set

forth in CFS Section 1.52212 or CFS Section 1.54 shall be subject to resolution through the grievance machinery promptly and reasonably. In determining the facts as to whether a container of cargo is subject to a container penalty, the carrier operating the vessel shall, upon request, make available to the Union as expeditiously as possible the records and/or documentation that may be necessary to verify the facts as to the stuffing or unstuffing of the container. Any delay by the vessel operating carrier to immediately provide such records and/or documentation must be justified. In an effort to avoid disputes, the records and/or documentation referred to herein shall be made available to the Union, upon request, prior to the filing of a grievance.

1.5511 For purpose of implementing the intent of the Parties as expressed in CFS Section 1.551 above it is agreed that the special local grievance procedure, as set forth in CFS Section 1.5512 below, which involves initiating a grievance at the Section 17.61 level of the grievance machinery is temporary, shall not be used as a precedent, and shall expire on July 1, 1987.

1.5512 The following special grievance procedures shall be followed:

1.5513 An alleged violation shall be called to the attention of the Union representative who shall review the claim with the terminal operator and/or vessel operating carrier. If the claim is unresolved at that level on the job site, the Union may invoke Section 17.61 of the Agreement and request an informal hearing and interim ruling by the Area Arbitrator. Work shall proceed at all times as directed by the Employer and the alleged violation shall not interfere with, delay, nor prevent the container(s) from being received and loaded aboard a vessel or from being discharged and delivered.

1.5514 When called to the job under Section 17.61, the Area Arbitrator may issue an interim ruling, or may delay an interim ruling pending a bona fide delay in the documentation and/or records necessary to reach a decision being available, or may rule under Section 17.64 that a formal hearing under Section 17.5 should be held to resolve the matter.

1.5515 An interim ruling rendered by the Area Arbitrator under Section 17.61 may be appealed as provided in Section 17.63.

1.5516 Subject to Section 17.57 of the Agreement any decision of the Area Arbitrator may be appealed to the Joint Coast Labor Relations Committee as provided in Section 17.261 of the Agreement. In the event the Joint Coast Labor Relations Committee reaches disagreement, the matter may be appealed to the Coast Arbitrator as provided in Section 17.27 of the Agreement for final resolution.

1.552 *Coast.* Grievances, other than those set forth in CFS Section 1.551 above, involving implementation disputes or problems, clarifications or interpretations shall be referred to the Joint Coast Labor Relations Committee and at the request of either party shall be referred, in the event of disagreement, to the Coast Arbitrator for final resolution.

Note: The provisions of CFS Section 1.5 shall be subject to reopening at any time during the term of the PCL&CA if the National Labor Relations Board issues a ruling extending its determination that Decision and Order D-3426 can be applied to containers owned or leased by all vessel operating carriers whether they be members or nonmembers of PMA.

1.6 It is further understood that a non-PMA company operating a CFS facility may join PMA and become covered by this Contract Supplement upon meeting the usual terms and condi-

tions established by PMA as being applicable to obtaining such membership.

1.7 Any questions arising as to the application or interpretation of Section 1.92 of the PCL&CA or CFS Section 1.12 of this Supplement as they apply to covered work in the dock areas shall be subject to review by the Joint Coast Labor Relations Committee and shall be referred, if necessary, to the Coast Arbitrator for final resolution.

1.8 If the ILWU (Longshore/Clerks Division-the International or local) has negotiated or negotiates a CFS contract with a PMA member or nonmember with terms and conditions dealing with the handling of containerized cargo that are more favorable to said member or nonmember than the terms and conditions of this CFS Supplement or the PCL&CA, such contract shall be available to PMA members operating under this CFS Supplement or the PCL&CA.

CFS SECTION 2

STRAIGHT AND OVERTIME HOURS

2.1 The standard work shifts of CFS employees shall be 8 hours on the first shift, 8 hours on the second shift and 7 hours on the third shift Monday through Friday. Work outside the standard work shifts on Monday through Friday and all work on Saturdays, Sundays, and Agreement Holidays is overtime work.

2.11 The regular work week for CFS employees shall be 40 hours within any 5 consecutive 8-hour days spread during a week. Staggered shifts may be utilized at the option of the employer, i.e., Monday through Friday, Tuesday through Saturday, Wednesday through Sunday, etc. Overtime shall be payable when work on any spread includes Saturday and/or

Sunday. Overtime work shall be offered equitably to members of the steady work force.

2.2 Meal time shall be 1 hour.

2.21 The established noon meal period shall be 2 hours between 11:00 a.m. and 1:00 p.m. and the meal hour shall be 1 hour within such period beginning at 11:00 a.m. or 12:00 noon. Working straight through the meal period shall be permitted by sending some employees to their meal the first hour (11:00 a.m.) and others to their meal the second hour (12:00 noon) of the 2-hour spread.

2.22 The midshift meal hour on the second shift shall be either the fourth or fifth hour after the starting time. The 2 meal hours constitute the established meal period.

2.23 CFS employees shall go to meals as directed by the employer and shall return to complete their shift.

2.231 CFS employees are not required to work over 6 hours without an opportunity to eat on any of the shifts herein provided.

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

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

2.4 Extended time may be worked to finish cars, trucks and containers, either inbound or outbound, which have been started, as well as all necessary work for the purpose of meeting receiving or delivery deadlines, when such work is required to

meet efficient operational needs. There shall be no gimmicking of this provision.

2.41 When working extended time, CFS employees shall be paid at the overtime rate. In no case shall a CFS employee be allowed to work more than 2 hours under this provision.

2.42 At the option of the employer, 1 or more CFS long-shore/clerk utilitymen may be ordered to report for work either one-half hour or 1 hour in advance of the start of a work shift for the purpose of performing preparatory work such as gassing equipment, opening doors, etc. Such additional work prior to the standard work shift shall be paid for at the overtime rate. (Such preparatory work shall not include physical cargo handling of any type, but cargo may be received and/or delivered.)

2.5 CFS employees shall be available to the employers for 3 shifts. The employer shall determine the number of shifts to be worked and the number of CFS employees used on each shift. CFS employees will report at the shift starting time designated by the employer in accord with this Contract Supplement. Steady employees may, at their option only, accept a change of shifts.

2.51 The first shift is 8 hours between 8:00 a.m. and 5:00 p.m.

2.52 The second shift is the first 8 hours starting between 5:00 p.m. and 7:00 p.m. and one that is set up and operates for a period of no less than 1 full week. A second shift may be put into operation at any time and may overlap the third shift.

2.53 The third shift is the first 7 hours starting at 1:00 a.m. and ending at 8:00 a.m. and that is set up and operates for a period of no less than 1 full week. A third shift may be put into operation at any time. The 7-hour third shift shall be considered

as a single work period for relief purposes (CFS Section 2.3). The third shift has no designated meal period. Employees shall be allowed time to eat in accordance with CFS Section 2.231 if an extended shift is worked on the third shift.

2.54 The employer may operate on the second or third shift.

CFS SECTION 3

GUARANTEES

3.1 Steady men.

3.11 During the probationary period, any steady CFS employee called and reporting for duty and turned to is guaranteed a minimum of 8 hours' pay at the regular hourly rate. If no work is available the guarantee shall be 4 hours' pay at the regular rate.

3.12 Any steady employee who has completed the probationary period and is called and reports for work at the designated starting time on the first day of that employee's regular work week shall be guaranteed 40 hours' work or pay at the regular rate, subject to CFS Sections 3.13 and 3.14.

3.13 A steady employee absent due to illness or injury or with permission of the employer shall be paid for hours worked during that payroll period. A steady employee who is absent without bona fide reason shall be paid for hours worked during that payroll period and shall be subject to disciplinary action.

3.14 During any week in which a holiday falls on Monday through Friday, the weekly guarantee of 40 hours is reduced to 32 hours.

3.2 Extra labor.

3.21 Any Class A or Class B registered employee dispatched and reporting for CFS extra labor duty and turned to is

guaranteed a minimum of 8 hours' pay at the regular hourly rate. If no work is available, they shall receive 4 hours' pay at the regular hourly rate.

3.22 All nonregistered employees dispatched and reporting for extra CFS labor duty shall receive a minimum of 4 hours' pay and/or time worked. If such an employee is called back for the following day, the guarantee shall be 8 hours for the initial day and for every day turned to from that day on until released.

3.3 Acts of God: The provisions of this Section shall not apply in the event work is not available or possible due to fire, flood, earthquake, power failure or other acts of God, or as a result of ILWU unilateral actions or because of work stoppages by other unions.

3.31 There shall be no guarantee for any CFS employee who is released for cause or who quits or who refuses to shift as provided under CFS Section 1.25, or who is turned to and works less than the guaranteed time by reason of illness or injury. Such CFS employees shall be paid only for their actual working time.

3.32 When men are knocked off work 6 minutes or more after the even hour, they shall be paid to the next one-half hour, and when knocked off 36 minutes or more past the even hour, they shall be paid to the end of the hour.

CFS SECTION 4

WAGES

4.1 Wage Rates.

4.11 The basic straight time hourly rate of pay for long-shore/clerk utilitymen and working supervisory clerks shall be as follows:

	Longshore/Clerk Utilitymen	Working Sup. Clerks
Effective 8:00 a.m. June 29, 1996	\$24.68	\$28.08
Effective 8:00 a.m. June 28, 1997	\$25.68	\$29.08

4.12 All hourly rates of pay shall be as set forth in the Wage Schedule and shall be effective as set forth therein.

4.13 Work Experience Straight Time Hourly Rates.

4.131 Each employee, regardless of registration or non-registration status, unless exempted under CFS Section 4.132, shall be paid for work under this CFS Supplement on the basis of total worked hours in the industry accumulated since the beginning of the 1976 payroll year. The total accumulated worked hours credited to the employee at the end of the previous payroll week (7:59 a.m. Saturday) shall determine the employee's appropriate straight time hourly rate according to the following table:

<u>Work Experience Rates</u>	<u>Straight Time Hourly Rate</u>	
	<u>Effective 6/29/96</u>	<u>Effective 6/28/97</u>
0 through 1,000 hours	\$17.78	\$18.50
1,001 through 2,000 hours	\$18.78	\$19.50
2,001 through 4,000 hours	\$20.78	\$21.50
4,001 or more hours	Basic S.T.	Basic S.T.

4.1311 Qualifying hours for pay rate status as set forth in CFS Section 4.131 above shall include all hours for which pay is received, excluding vacation hours, paid holiday hours, and Pay Guarantee Plan hours.

4.1312 At the end of each succeeding payroll week, each employee, regardless of registration or non-registration status, will be credited with any hours worked. If the new total accumulated worked hours exceeds the upper limit of the work experience hours grouping in which the employee is classified, pay for hours worked the following payroll week and succeed-

ing weeks shall be based on the hourly rate of the next work experience grouping.

4.1313 All other derivative rates, such as the second and third shift rates and the overtime rates shall be calculated from the rates described in CFS Section 4.131.

4.132 All Class A and Class B employees registered on or before June 30, 1987 shall be exempted from the work experience requirements of CFS Sections 4.131 through 4.1313 and shall be entitled to receive the basic straight time hourly rate or rates derived therefrom.

4.14 Shift Rates and Overtime Rates.

4.141 Shift Rates: The first shift hourly rate shall be the basic straight time hourly rate. The second shift hourly rate shall be 1.333333 times the basic straight time hourly rate. The third shift hourly rate shall be 1.6 times the basic straight time hourly rate for the first 5 hours of the 7-hour shift and 1.8 times the basic straight time hourly rate for the last 2 hours of the 7-hour shift.

4.142 Overtime Rates: The overtime hourly rate shall be 1.5 times the basic straight time hourly rate on the first shift, 1.5 times the basic straight time hourly rate on the second shift and 1.8 times the basic straight time hourly rate on the third shift.

4.15 Payment of Rates.

4.151 *First Shift.*

4.1511 The basic straight time rate shall be paid for the first 8 hours worked between the hours of 8:00 a.m. and 5:00 p.m. on the first shift Monday through Friday.

4.1512 The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8 hours, for work outside the hours of 8:00 a.m. to 5:00 p.m. on

the first shift Monday through Friday and shall be paid for all hours worked on the first shift on Saturday, Sunday, and Agreement Holidays.

4.152 *Second Shift.*

4.1521 The second shift rate (1.333333 times the basic straight time hourly rate) shall be paid for the first 8 hours worked on the second shift Monday through Friday.

4.1522 The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8 hours, for work outside the regular 8-hour second shift Monday through Friday and shall be paid for all hours worked on the second shift on Saturday, Sunday, and Agreement Holidays.

4.153 *Third Shift.*

4.1531 The first 5 hours worked during the 7-hour standard third shift Monday through Friday shall be paid at 1.6 times the basic straight time hourly rate and the last 2 hours worked shall be paid at 1.8 times the basic straight time hourly rate.

4.1532 The overtime rate (1.8 times the basic straight time hourly rate) shall be paid for all hours worked in excess of the 7-hour standard work shift Monday through Friday and shall be paid for all hours worked on the third shift on Saturday, Sunday and Agreement Holidays.

4.154 There shall be no pyramiding of overtime.

4.155 No travel time or travel allowances shall be paid.

4.2 Penalty Cargoes.

4.21 CFS Longshore/Clerk Utilitymen.

4.211 In addition to the basic wage for CFS work, additional wages to be called penalties shall be paid as specified in Section 4.4 and related subsections of the PCLCD and PC-CCD for the types of cargoes, conditions of cargoes, or work-

ing conditions specified in the Wage Rate Schedule (Penalty Cargo List) of the PCLCD and PCCCD.

4.212 Penalty Cargo rates where applicable shall be limited to those CFS utilitymen specifically assigned to the operation for which a penalty rate is paid.

CFS SECTION 5

VACATIONS

5.1 Steady CFS employees shall be paid vacations in accordance with the terms and conditions of the PCL&CA except that in all circumstances each week's vacation pay shall be 40 times the applicable CFS straight time rate.

5.11 The provisions of Section 7.14 of the PCCCD shall apply to steady CFS clerks.

5.2 In conformity with Section 7.23 of the PCL&CA hours worked by registered men in CFS's shall be interchangeable with hours worked under the PCL&CA. Vacation pay shall be in accordance with the terms of that Contract Document or Supplement under which more than half of the total hours for the year were worked.

CFS SECTION 6

DISPATCHING, REGISTRATION AND PREFERENCE

6.1 Steady Employees.

6.11 Each CFS under the Contract Supplement shall be furnished a basic complement of employees to work on a steady basis, in the number determined by the employer to meet the anticipated regular employment needs.

6.111 Orders placed at the joint ILWU-PMA dispatching halls for employees to work on a steady basis as part of the basic complement of employees for a CFS shall be placed at the hall at least 5 calendar days before dispatch and these orders shall be posted immediately. Registered employees desiring dispatch to such jobs may notify the dispatcher of such desire during the time the jobs are posted. Registered employees shall be dispatched from the ILWU-PMA dispatching halls to such jobs, subject to first preference to Class A registered employees and second preference to Class B registered employees.

6.112 If the local dispatching hall fails to provide the number of registered employees requested by the employer on a steady basis, then such individual employer shall be free to employ other workers of his own choosing. Workers so hired shall be entitled to steady employment under the terms and conditions of the Contract Supplement.

6.2 Extra CFS labor to supplement the steady work force: It is recognized by the parties that the workload in a CFS may vary, calling for the employment of employees over and above the basic steady complement. When such additional employees are required they shall be identified as extra CFS labor.

6.21 Orders for extra CFS labor shall be placed by the employer at the ILWU-PMA dispatching hall no later than the day before such employees are required. Extra labor shall be dispatched as per local joint dispatching rules except that such employees can be given their dispatch prior to the day they are to report.

6.22 If sufficient employees are not available through the dispatching hall, the employer shall be free to employ extra CFS labor from other sources of his own choosing.

6.23 Extra CFS labor may be continued on the payroll at a CFS but not after the end of the weekly payroll period.

6.3 Union Security. Membership in the Union on or after the 30th day following the beginning of steady employment under this Contract Supplement shall be required as a condition of employment of steady CFS employees who have completed their probationary period, provided that membership in the Union shall be subject to the approval of the Union, and provided further that membership shall not be terminated for reasons other than failure to tender periodic dues and initiation fees uniformly required as a condition of retaining membership, and provided further that no steady employee can be denied a job because of Union membership.

CFS SECTION 7

EMPLOYEE STATUS, SENIORITY, AND DISCHARGE

7.1 Probationary period.

7.11 Individuals employed on a steady basis shall be considered as on probation during the first 30 calendar days of their employment. Any such individual who came from the registered work force, and who does not prove satisfactory to the employer at any time during the probationary period may be returned to the dispatching hall at the employer's discretion.

7.12 Individuals hired on a steady basis from a source other than the ILWU-PMA dispatching halls shall also serve a 30-day probationary period during which time they may be terminated at the employer's discretion.

7.2 Seniority.

7.21 When employees hired for the basic steady complement in a CFS have passed the probationary period they be-

come permanent employees. Seniority shall date from the date of original hire. Employees may be terminated from such status only under the seniority or discharge provisions of this Contract Supplement and the Agreement.

7.22 Seniority shall be lost by an employee who fails to return to work within 72 hours after having been notified that the job is again available unless the employee is prevented from returning to work by a bona fide illness or injury, or because of a scheduled vacation or approved leave of absence under the PCL&CA or is working in a job under the Agreement and cannot be replaced.

7.23 Seniority shall also be lost if an employee is laid off for a continuous period of 60 days.

7.24 Seniority shall also be lost by discharge of the employee from the CFS for cause or by an employee's failure to report to work when directed to do so by the employer without obtaining leave of absence approved by the company and the Union.

7.241 A registered Class A or Class B longshoreman or clerk who loses seniority under the preceding paragraph shall be returned to the dispatching hall and shall be subject to discipline under the PCL&CA for the incidents giving rise to the employee's return to the hall. The employment records of the registered longshoremen and clerks under this Supplement shall be part of their records under the Agreement.

7.25 Nothing in this Supplement shall prevent the discharge of a steady or an extra employee who is not a registered Class A or Class B longshoreman or clerk. If there is disagreement between the parties as to the propriety of the discharge, the employee shall have access to the grievance procedure, provided such complaint is filed promptly with the employer

within 2 working days after the employee has been notified of the discharge.

CFS SECTION 8

LAYOFF

8.1 Should the work opportunity at a CFS be reduced to such a degree as to necessitate a reduction in the basic complement of employees, the last steady employee hired shall be the first laid off. An employee who was a registered Class A or Class B longshoreman or clerk shall be returned to the joint dispatching hall.

8.2 Should steady work opportunity increase, laid-off employees with seniority shall be offered the first opportunity to return to the CFS as steady employees in the reverse order of layoff. Those employees returning who had previously gained seniority shall not have to serve an additional probationary period, and their previous seniority shall count in regard to future layoffs.

8.21 Notice of return to work shall be given to the laid-off employee by certified mail, return receipt requested, directed to the last address on record with the company who laid him off. A carbon copy of such notice shall be sent to the ILWU-PMA dispatching hall.

CFS SECTION 9

GRIEVANCE PROCEDURE

9.1 Section 17 of the Agreement applies to this Contract Supplement and is supplemented by the following:

9.11 Any disagreements as to the facts involved in the application of the rules set out in CFS Sections 1.13, 1.24, 1.25, 1.26, 6.21 and 6.23 shall be carried on through the grievance-arbitration procedure of Section 17 of the Agreement, except

that decisions reached at the local level by joint agreement or by the Area Arbitrator shall be final and binding.

CFS SECTION 10

GENERAL

The provisions of Sections 5, 11, 12, 13, 15, 16 and 18 of the Pacific Coast Longshore and Clerks' Agreement are applicable parts of this Contract Supplement. Other provisions can be reviewed, and their application or effect specified by mutual agreement.

CFS SECTION 11

TERM OF CONTRACT SUPPLEMENT

11.1 The term of this Contract Supplement shall be the same as the PCL&CA.

CFS SECTION 12

HEALTH, WELFARE, AND PENSIONS

12.1 Employers shall contribute to the welfare and the pension funds as provided under the PCL&CA.

12.2 Any CFS employee eligible for ILWU-PMA welfare benefits because of longshore or clerk registration and work on the day before the first day of employment under the terms and conditions of this Contract Supplement shall continue to be eligible for benefits.

12.21 Registered employees working as CFS employees shall enter, remain in, and be removed from the group of registered longshoremen and clerks eligible for welfare benefits under the terms generally applicable, except that hours of work as a CFS employee shall be considered as hours of work as a longshoreman or clerk in determining eligibility questions.

12.3 Any CFS employee, including any such employee not already having such eligibility under the PCL&CA, shall be eligible for welfare benefits on the first day of the month after first completing 3 months of continuous service, without lay-off, under the terms and conditions of this Contract Supplement.

12.31 Eligibility of a steady CFS employee for welfare benefits on the basis of CFS Section 12.3 shall terminate at the end of the month in which the employee is laid off as a steady CFS employee.

12.32 A steady CFS employee who has become eligible under CFS Section 12.3 and lost eligibility under CFS Section 12.31 shall, within the period during which seniority is retained under CFS Section 7.2 again become eligible for welfare benefits on the first day of the month following return from layoff unless the employee has again been laid off during the month in which called back.

12.4 Time worked under this Contract Supplement by any CFS employee shall count as time worked as a longshoreman or clerk under the ILWU-PMA Pension Plan, and the Pay Guarantee Plan for A and B registered longshoremen and clerks.

1996-1997 WAGE SCHEDULE

Effective 8:00 a.m., June 29, 1996, to 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime
<i>Longshore/Clerk Utilityman</i>					
4,001 or More	\$24.68	32.91	37.02	39.49	44.42
2,001-4,000	20.78	27.71	31.17	33.25	37.40
1,001-2,000	18.78	25.04	28.17	30.05	33.80
0-1,000	17.78	23.71	26.67	28.45	32.00
<i>Working Supervisory Clerk</i>					
4,001 or More	\$28.08	37.44	42.12	44.93	50.54
2,001-4,000	24.18	32.24	36.27	38.69	43.52
1,001-2,000	22.18	29.57	33.27	35.49	39.92
0-1,000	21.18	28.24	31.77	33.89	38.12

1997-1999 WAGE SCHEDULE

Effective 8:00 a.m., June 28, 1997

"Experience" Level (Hours)	1st & 2nd			3rd	
	1st Shift	2nd Shift	Shift Overtime	3rd Shift	Shift Overtime
<i>Longshore/Clerk Utilityman</i>					
4,001 or More	\$25.68	34.24	38.52	41.09	46.22
2,001-4,000	21.50	28.67	32.25	34.40	38.70
1,001-2,000	19.50	26.00	29.25	31.20	35.10
0-1,000	18.50	24.67	27.75	29.60	33.30
<i>Working Supervisory Clerk</i>					
4,001 or More	\$29.08	38.77	43.62	46.53	52.34
2,001-4,000	24.90	33.20	37.35	39.84	44.82
1,001-2,000	22.90	30.53	34.35	36.64	41.22
0-1,000	21.90	29.20	32.85	35.04	39.42

CFS PROGRAM FUND

The parties acknowledge their mutual interests in developing productive work opportunities that preserve for dockworkers their work and living standards. Such a program will retain and attract to the industry responsible, reliable and skilled persons whose availability will assure a stable work force and will minimize the costs of those industry programs that are now required when work is unavailable.

The parties recognize that the continued movement of container work from the docks jeopardizes their aforesaid mutual interests. They desire to reverse that movement and encourage the establishment, development and growth of efficient and productive container freight stations on the docks to preserve the work which has historically been performed by the longshore work force.

To achieve these ends they have agreed as follows:

- (1) The employers will expend annually during the term of this contract approximately \$3 million to be raised upon containerized cargo tonnage. (The reference to a dollar expenditure is not a cap upon the sum the employers may be required to expend annually to achieve the objectives of this program.) The funds shall be managed by PMA and distributed by it to those of its members who operate CFS facilities, such distribution to be on a basis which will encourage the preservation, growth and increase of such container stuffing and unstuffing facilities. PMA will report periodically to the Union on the receipts and disbursements of the Fund.
- (2) The provisions of the Container Freight Station Supplement shall not be burdened by past arbitration decisions or past practices prior to July 1, 1984 whether

oral or written. In short, any restrictions on the employer that are in conflict with the provisions of the Container Freight Station Supplement will be considered null and void.

- (3) The parties will henceforth commit themselves to increasing CFS productivity and the elimination of wasteful work practices.
- (4) The parties agree to set up a joint committee to report periodically to the Joint Coast Labor Relations Committee on the progress of this program and to make recommendations as to further implementation.
- (5) Disputes which arise with respect to this program shall be first referred to the Joint Port Labor Relations Committee for the port where the dispute may arise and, if necessary, may be referred by either party to the Joint Coast Labor Relations Committee and then by either party to the Coast Arbitrator.
- (6) This program may be terminated with the mutual written consent of the parties upon 60 days' written notice to all employers receiving distributions under this program and, in all events, this program shall immediately terminate if the provisions of CFS Sections 1.5 through 1.543 of the 1970-71 Container Freight Station Supplement and CFS Sections 1.53, 1.54, 1.55 and 1.57 of the amended Container Freight Station Supplement that were entered into February 10, 1972 are determined to be legally enforceable.

SUPPLEMENT I

COASTWISE REGISTRATION AND TRANSFER

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

1. TRANSFERS OF CLERKS BETWEEN PORTS

1.1 A clerk having fully registered (Class A) status may transfer to another port, and as a fully registered (Class A) clerk at such other port, provided:

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

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

1.13 The Joint Port Labor Relations Committee to which transfer is made, by applying the usual rules finds there is an

opening available for him on the list of such port and approves him for transfer of registration.

1.2 A request to transfer may be denied by the Joint Port Labor Relations Committee of the port from which transfer is sought if the clerk is needed at that port or if he has not had a satisfactory record at that port.

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

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

1.5 No fully registered (Class A) clerk shall be entitled to transfer under these provisions until he has held such status for at least 1 year.

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

1.7 Fully registered (Class A) men having less than 1 year of such status and limited registered (Class B) men may apply for inclusion on the limited registered list of another port and consideration shall be given to the work and availability record under the ILWU-PMA Pacific Coast Agreement covering longshoremen and clerks in taking action on such applications. An application of such a clerk for limited registration in the second port shall be considered without discrimination based upon his failure to be a resident of the port to which application

is made provided the Joint Port Labor Relations Committee of the port where he has limited registration certifies to the Joint Port Labor Relations Committee of the port where application is made that the applicant has a fully satisfactory record as a clerk in the port where registered and that there is no reason to interfere with his transfer that is deemed sufficient by the Joint Port Labor Relations Committee. In considering the application of a limited registered (Class B) clerk from another port, consideration may be given to his employment provided the favorable certification referred to above is submitted by the Joint Port Labor Relations Committee where he has been registered.

2. VISITING REGULATIONS FOR THE HOME PORT

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

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

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

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

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

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

2.7 A registered man away from his home port shall have his eligibility for benefits determined on the basis of the number of hours actually worked under the ILWU-PMA Pacific Coast Agreement covering longshoremen and clerks.

3. VISITING REGULATIONS FOR THE PORT BEING VISITED

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

egory or categories of work the visitor may be dispatched and work.

3.2 Any fully registered (Class A) clerk having visitor status hereunder shall be given work opportunity equal to that of fully registered (Class A) men at the port visited.

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

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

3.5 Final action on a visitor application shall be taken no later than the second regular Joint Port Labor Relations Committee meeting after the application has been submitted. Thereafter the visitor shall have rights to work in the visited port only if the application is approved by both parties or by action of the Area Arbitrator. An application may be denied if the man has a poor work or availability record at any 1 or more ports under the ILWU-PMA Pacific Coast Agreement covering longshoremen and clerks, or if he does not satisfy the requirements therefor.

3.6 No visiting privileges need be accorded limited registered (Class B) men, but if there is a shortage of registered clerks in any port, temporary visiting privileges may be accorded to lim-

ited registered (Class B) men from other ports where the Joint Port Labor Relations Committee of the port of registration agrees to permit such visiting by its limited registered (Class B) clerks.

4. LEAVES OF ABSENCE

- 4.1** A leave of absence for a registered clerk can be granted only by action of the Joint Port Labor Relations Committee.
- 4.2** The Joint Port Labor Relations Committee shall give a leave of absence on request for the period of any employment by the Union, or a clerk's local, or for the period of any joint employment.
- 4.3** Port rules may be established with respect to the period of leaves of absence, reasons for which they may be granted, procedures for obtaining leaves, etc.

SUPPLEMENT I-A

REGISTRATION/TRANSFER TO CLERK

(Dated July 1, 1990)

- 1.** The parties shall retain joint control of the number of registered workers and Identified Casuals in the industry.
- 2.** The parties shall retain all Contract provisions on preference of employment, Coastwise registration and transfer, industry travel, and no layoffs.
- 3.** Each Joint Port Labor Relations Committee, subject to JCLRC control, shall establish the number of Class A and Class B registered longshoremen and clerks and Identified Casuals required in each port to effectively cover the work available in each port, with due regard for the Coastwise transfer provisions and the industry travel system.
- 4.** Each Joint Port Labor Relations Committee shall review the size of the registration list and the available work in its port on a quarterly basis. Based on the available work in the port as determined by this review and subject to JCLRC approval, the Joint Port Labor Relations Committee shall make additions to the Class A, Class B, and Identified Casual List. Such additions shall be accomplished prior to the next quarterly review. In the event the local parties reach disagreement on additions to the Class A, Class B, or Identified Casual List, such disagreement shall be referred to the JCLRC and shall be arbitrable. The objective of this provision is to add workers in small numbers to each List on a more regular basis and to avoid large additions.
- 5.** The selection of individuals for the Identified Casual List shall be made by the JPLRC or a Tripartite Joint Port Labor Relations Committee in a port where such Committee exists. All Casuals shall be required to pass the industry Strength and Agility Test, physical examination, and Drug and Alcohol

Screening Test. All Identified Casuals dispatched to perform Marine Clerks' work must pass the Marine Clerks' Cognitive Test. One Identified Casual List shall cover all Casual work, longshore and clerk, to be dispatched in rotation from a longshore or clerk dispatch hall.

6. Additions to the Class B Longshore Registration List shall be made from the list of Identified Casuals in that port based upon work experience (hours) and work record in the industry. Class B registrants shall move to Class A status in no more than 5 years, except if there is a decline in work opportunity for the Class A work force in the port.

7. A simplified application procedure shall be developed by the JCLRC.

8. Under the direct control of the Joint Coast Labor Relations Committee, the selection of individuals for the initial establishing of the Identified Casual Lists shall be made by the JPLRC or a Tripartite Port Labor Relations Committee in ports where such Committee exists on the basis of a random-draw concept. Where possible, existing lists of unidentified Casuals may be "grandfathered." Additionally, each JPLRC shall establish a procedure for dispatching unidentified Casuals when the Identified Casual System is insufficient to fill the Employers' manpower requirement.

9. Future clerk registration positions shall be filled first by transferring Class A longshoremen. If transferring longshoremen in sufficient numbers do not meet the following requirements, remaining positions shall be filled with Class B clerk registration.

9.1 The following criteria must be met in order for longshoremen to qualify for a transfer to clerk registration:

9.11 Transfer applicants must have worked the required hours to have qualified for a 2-week basic vacation in each of

the previous 2 years. This requirement may be waived for up to a maximum of 1 year for individuals off work due to industrial illness or injury.

9.12 Transfer applicants must pass the ARRO Cognitive Test.

9.13 Transfer applicants must successfully pass a CRT Keyboard Skill Test, which includes a typing test for speed and accuracy.

9.14 Transfer applicants successfully meeting the requirements of Sections 9.11, 9.12 and 9.13 above, shall be placed in a pool of applicants for selection. Selection shall be from applicants by seniority for 50% of the total number of transfers, and the remaining 50% shall be selected by the employers.

10. Transfer applicants who are transferred to Marine Clerks' registration shall be required to successfully complete the Basic Clerks' Training Course and Clerks' Computer Training Course. Transferred clerks will be considered probationary for a period of 1 year. During such year, the work record and capabilities of the probationary clerk shall be subject to evaluation by the Employers. The Employers shall have the right at any time within the 1-year probationary period to have removed from the registration list of clerks and returned to longshore registration any probationary clerk who, in the opinion of the Employers, is considered to be unqualified. This right to return a probationary clerk to longshore registration shall not require joint agreement. Such probationary clerk will receive a written explanation from the employer.

11. If, as the result of a quarterly review, the Joint Port Clerks Labor Relations Committee determines that there is an excess of registered clerks and the Joint Port Longshore Labor Relations Committee determines that there is an insufficient num-

ber of registered longshoremen, the JPLRC shall transfer clerks who have come from the longshore ranks back to longshore registration. These transfer returns shall be first offered to volunteers and, second, shall be required on the basis of inverse seniority as a clerk.

SUPPLEMENT II

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

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

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

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

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

4.1 When the clerks' Joint Port Labor Relations Committee determines that additional personnel is needed on the list of registered clerks, fully registered longshoremen seeking trans-

fer and found to be qualified shall be transferred directly to the Class A registered clerks' list. A longshoreman who has not had 5 years of full registration (Class A) shall not be accorded transfer.

4.2 When the longshore Joint Port Labor Relations Committee determines that additional personnel is needed on the list of registered longshoremen, fully registered clerks seeking transfer and found to be qualified shall be transferred directly to the Class A registered longshoremen's list. A clerk who has not had 5 years of full registration (Class A) shall not be accorded transfer.

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

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

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

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

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

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

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

9. A clerk accepted for transfer on the longshore registered list or a longshoreman accepted for transfer on the clerks' registered list shall carry with him all his pension, welfare, Pay Guarantee Plan, and vacation rights. His place on the Class A list to which he is transferred shall be determined by his total Class A registered time.

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

SUPPLEMENT III

REGISTRATION AND TRANSFER OF MEN FROM LOW WORK OPPORTUNITY PORTS

A. NO LAY-OFFS

There shall be no reduction in registered longshoremen or clerks' work force during the term of the Agreement except for normal attrition due to quits, deaths and retirements, and deregistration for cause. This does not preclude the parties from agreeing upon a reduction in force should unusual circumstances develop.

B. PROMOTION OF CLASS B MEN

Subject to the ultimate control of the parties at the Coast level, local Joint Port Labor Relations Committees may submit requests for promotions from Class B to Class A on an orderly basis.

TRANSFER OF MEN FROM LOW WORK OPPORTUNITY PORTS

A "Low Work Opportunity Port" (LWOP) situation may include Class B men in a port, or Class A and Class B men in a port, and is described as follows:

1. When the average Class B hours worked in a port are reduced to one-half or less of the 28 hour PGP guarantee for Class B men for a continuous 6-week period, such situation shall constitute a LWOP for Class B men in that port.
2. When the average Class A hours worked in a port are reduced to one-half of the 38 hour PGP guarantee for Class A men for a continuous 6-week period, such situation shall constitute a LWOP for Class A men in that port. No Class A man LWOP shall exist without a Class B man LWOP in any port where Class B men are registered.

3. LWOP status shall be determined by averaging the hours worked during any 6 consecutive payroll weeks. Once a port has obtained LWOP status it shall automatically remain in that status for 26 payroll weeks. At the end of the 26th payroll week, a review shall be made of the last 6 payroll weeks of that period (the 21st payroll week through the 26th payroll week). If the average weekly work hours for those 6 weeks is 14 hours or less per week for Class B men or 19 hours or less for Class A men in the port, the LWOP status shall continue for a succeeding 26 payroll-week period. If not, the LWOP status shall be discontinued. Whenever LWOP status is discontinued, re-entry into, subsequent continuance or discontinuance of such status shall occur as provided herein.

4. The determination of whether men in low work opportunity ports are to be offered the opportunity to transfer (including the number) to other ports requiring additional manpower shall rest with the Joint Coast Labor Relations Committee.

5. Men in Low Work Opportunity Ports may transfer to other ports where greater work opportunity exists, under the following conditions:

- (a) The selection of men volunteering to transfer shall be on a seniority basis. Class "A" men shall have first preference and Class "B" men shall have second preference. Seniority within each classification shall also prevail.
- (b) Transferees cannot be denied transfer by the Joint Port Labor Relations Committee of the port requiring additional manpower without just cause. Any dispute under this provision shall be arbitrable.

6. Those who transfer to another port under Section 4 shall be given the following considerations by PMA:

- (a) Round trip transportation, subsistence and lodging for 1 advance trip only to look for housing in the port to which transferred. This trip shall be limited to the man to be transferred, his wife, or both and transportation reimbursement shall be made on the basis of airline coach-class transportation or the lowest airline fare available at that time, or the current mileage rate agreed to in Section 6.6, PCCCD, if personal car is used. Subsistence reimbursement shall be as set forth in Section 6.51, PCCCD, and lodging reimbursement shall be on the basis of actual cost, with receipts to be furnished. This advance trip shall not exceed 5 days.
- (b) Moving expenses for family and for the family's personal belongings and household goods as indicated below:
 - (1) Moving of personal belongings, i.e., household goods by a licensed moving company selected by the parties. Pacific Maritime Association payments for shipment of household goods will be limited to a maximum of 6,500 pounds of shipment for a married man and his family; single men with no dependents involved shall be limited to 2,500 pounds. Insurance shall not exceed \$2.00 per pound.
 - (2) Transportation to the port to which transferred and subsistence and lodging for the man and his family. Reimbursement for transportation shall be made on the basis of cost of airline coach-class transportation or the lowest airline fare available

at that time, or the current mileage rate agreed to in Section 6.6, PCCCD, if a personal car is used. Subsistence reimbursement shall be as set forth in Section 6.51, PCCCD, and lodging reimbursement shall be on the basis of actual cost, with receipts to be furnished. The maximum payment for subsistence and lodging while traveling and while in the port to which transferred shall not exceed normal time, for mode of travel used, plus 3 days.

- (3) Minimum cost required to disconnect and hookup appliances.
 - (4) Storage of household effects caused by unusual circumstances, when approved by the parties.
 - (5) All transfers must be completed and transfer relocation expenses, as described in Supplement III, PCCCD, must be submitted no later than 2 years after acceptance for transfer; claims filed thereafter shall be disallowed.
- 7.** Men transferring shall sign an "Agreement to Transfer" under the conditions set forth herein. Their registration shall become effective in the port to which transferred at the beginning of the payroll week (8:00 a.m. Saturday) following the move to the port to which transferred and check-in to dispatch hall after approval of the JPLRC.
- 8.** Once transferred, men shall not be eligible for transfer back to their original port or to any other port for 3 years (unless the port to which transferred should become a low work opportunity port). After 3 years, eligibility to transfer to other ports shall be as provided in the PCLCD and PCCCD.
- 9.** The conditions of transfer are limited to those contained herein and it is intended that these conditions will be applied on

a “reasonable” basis. Any dispute as to an underpayment or overcharge may be submitted to the Area Arbitrator for final and binding resolution.

10. Men who transfer from Low Work Opportunity Ports but do not move their residence may elect to retain the welfare coverage in effect at the port from which they transferred.

SUPPLEMENT IV

INDUSTRY TRAVEL SYSTEM

Area agreements with respect to traveling of clerks, shall continue in full force and effect. In multichartered locals, registered clerks who voluntarily travel within a defined area shall, when they work, be paid under the Industry Travel System in accordance with Supplement IV, Section 5, of the PCLCD. Additionally, registered clerks who voluntarily travel within a defined area and who work in a longshore occupation, shall also be paid in accordance with Supplement IV, Section 5, of the PCLCD.

ADDENDA

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

NO DISCRIMINATION Item XXII June 22, 1962

Memorandum of Agreement

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

Item XI July 1, 1975

Memorandum of Agreement

To formalize the Agreement that has been reached and placed in effect between the International Longshoremen's and Warehousemen's Union and the Pacific Maritime Association that there be no discrimination on the basis of "sex" in the

terms, meaning, application, implementation and administration of their collective bargaining contracts, and in the exercise of control over the registered lists, the terms of each of the collective bargaining contracts between the International Longshoremen's and Warehousemen's Union and Pacific Maritime Association are amended to provide as follows:

- (a) All collective bargaining contracts shall provide that there shall be no discrimination in connection with "sex".
- (b) All words, terms or definitions of employees used in the collective bargaining contracts are used as being words of common gender, and not as being words of either male or female gender, and hence have equal applicability to female and male persons wherever such words are used.

PICKET LINE LANGUAGE

CLRC No. 1, January 29, 1954

Manpower Utilization and Picket Lines: There was a general discussion of language pertaining to this subject, wherein the Union stated that they did not expect longshoremen to get paid for observing picket lines, but on the other hand, did not want longshoremen necessarily ordered day after day. It was agreed that the following language which was initialed by the parties, will be the guide to settle any claims in the future and, likewise, wipe out the meaning of past arbitration awards on the subject.

Manpower Utilization and Picket Lines: A local shall, through its president or its secretary, notify PMA in writing of intention to respect a specific picket line. Delivery of such written notice shall relieve the dispatching hall of obligation to furnish men or gangs to the picketed operation until a decision

under the grievance machinery is issued ordering the start or continuance of work.

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

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

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

The Committee shall promptly examine the facts and issue its written decision as to whether the picket line is legitimate and bona fide under the Agreement. Should a Committee fail to reach such a decision, then either party may refer the matter to the Area Arbitrator for prompt interim decision.

Excepting as provided in this Document, men or gangs who leave or refuse to start or continue any work because of a picket line shall be paid for their actual working time only, including travel time and transportation costs as prescribed by local working or dispatching rules.

In order to minimize any further delay to an operation which has been picketed, the local dispatching hall shall make every

effort to furnish men or gangs in accordance with employer orders immediately the picket line is lifted, or as soon thereafter as possible.

DISPATCH HALL COSTS

PMA shall be obligated to pay 75% of all jointly agreed-to dispatch hall expenses effective July 1, 1993; 65% of all jointly agreed-to dispatch hall expenses effective July 1, 1994; and then 50% of all jointly agreed-to dispatch hall expenses as provided in Section 8.15 effective July 1, 1995.

Effective January 1, 1997, the PMA agrees to be obligated to pay 65% of all 1996 base year Dispatch Hall expenses and the Union agrees that each local will be obligated to pay 35% of all 1996 base year Dispatch Hall expenses. For the purpose of these obligations, the 1996 base year expenses of the Dispatch Halls shall be the January 1, 1996 to December 31, 1996 equally shared expenses which appear on the audited financial statements. Whenever, due to reduction in dispatch hall costs or increase in the PCL&CA holiday cost, the average cost of a holiday exceeds 15% of the 1996 base year expenses, the Union's 35% share shall be reduced by a proportionate amount allocated to the local dispatch halls administratively by the JCLRC. All additional jointly agreed to expenses above the base year expenses shall be shared equally between PMA and the Local Union. The formula for sharing extraordinary capital improvements shall be subject to mutual agreement of the parties.

(Notwithstanding the fact that PMA's contribution towards Dispatch Hall costs is by virtue of this Agreement greater than the contribution of the ILWU, nothing herein contained or otherwise shall in any way change or modify the basic principle and understanding of the parties as expressed in this Agree-

ment that the Dispatch Halls shall continue in the future, as they have in the past, to be maintained and operated jointly and equally by the ILWU and the PMA.)

SCHEDULING OF MEETINGS

(Letter of Understanding dated July 1, 1984)

With regard to the revision of Sections 12.31 and 12.311 in the 1984 negotiations, the Union pointed out the understanding could present a problem in ports where three 8-hour shift operations occur under the local agreements. In such situations the start of an 8-hour shift could overlap the time-period of a scheduled meeting.

The parties agreed that if the three 8-hour shifts present a problem, it would have to be accommodated so that all members of a local are given the opportunity to attend their scheduled meeting.

GUARANTEES, SKILLED RATES FOR ALL LONGSHORE AND CLERKS

Employees shall be paid at the appropriate shift and skill rates of pay in accordance with Sections 2 and 4, PCL&CA, and the provisions herein. Individual side agreements, including paid hours in excess of the PCL&CA, as defined by Area Arbitration No. SC-29-94, between individual employees or local Union officials and individual member companies shall be considered a Contract violation. Employer(s) found guilty of violating this provision shall be denied manpower at that terminal where the violation occurred. First offense — 24 hours loss of manpower; second offense — 48 hours loss of manpower. Any disagreements involving guilt or assessment of a penalty shall be subject to the Contract grievance machinery.

VESSEL PLANNING

It is agreed that a Supplemental Agreement will be negotiated covering those units of vessel planners recognized as represented by ILWU Marine Clerk Locals. This Supplemental Agreement shall include, for such vessel planners, registration and benefits under the PCL&CA. Registration of such vessel planners shall become effective upon the negotiation and signing of the Supplemental Agreement.

In the future, where a local of ILWU Marine Clerks is recognized as representing a unit of vessel planners, such vessel planners will be eligible for registration and benefits under the PCL&CA and Supplemental Agreement upon mutual agreement of their employer and the union, effective upon the signing of the Supplemental Agreement by their employer and the union.

LETTER OF UNDERSTANDING

July 1, 1984

Mr. James R. Herman
 President
 International Longshoremen's and
 Warehousemen's Union
 1188 Franklin Street
 San Francisco, CA 94104

Letter of Understanding
Sections 1.13 and 1.131 – PCCCD

Dear Mr. Herman:

During the course of the 1984 negotiations the parties discussed the meaning and application of Sections 1.13 and 1.131 of the Agreement, and agreed that the intent of those sections is to preserve the traditional work of marine clerks as expressed by the Coast Arbitrator in Award C-21-83, and the Southern California Area Arbitrator in Award SC-31-83.

Very truly yours,

/s/ W. E. Coday

Understanding Confirmed:

/s/ James R. Herman
 Date: July 1, 1984

LETTER OF UNDERSTANDING

October 29, 1987

Mr. James R. Herman
 President
 International Longshoremen's and
 Warehousemen's Union
 1188 Franklin Street
 San Francisco, CA 94109

Clerks Contract Document
Sections 2.451, 3.114 and 4

Dear Mr. Herman:

Our Letter of Understanding dated July 1, 1981 with respect to examples of payments to *Supercargo*s and *Chief Supervisors* (pp. 189 through 195, 1984/1987 PCCCD) has been modified by the conversion of rates in the July 2, 1987 Memorandum of Understanding.

Taking into consideration the changes made in the July 2, 1987 Memorandum, we believe that the following, revised examples properly set forth the correct conversion for *Supercargo*s and *Chief Supervisors* entitled to receive the top derivative hourly rate of pay as provided under Section 4.132:

EXAMPLE #1 - FIRST SHIFT**Non-overtime weekday – Monday through Friday**

	<i>Payment</i>	<i>Rate¹</i>
(a) <i>Minimum callout at 7:00 a.m.</i>		
(Section 2.45 - extended time)		
7:00 a.m. - 8:00 a.m.— (Section 4.151)	1 hour	First Shift O.T. Rate

(Section 3.22 - minimum callout)			
8:00 a.m. - 12:00 Noon—	4 hours	First Shift	S.T. Rate
(Section 3.114)			
(Section 2.45 - extended time)			
12:00 Noon - 1:00 p.m.—	1 hour	First Shift	S.T. Rate
(Section 4.151)			
<i>(b) Normal Regular Shift Pay (7:00 a.m. - 6:00 p.m.)</i>			
(Section 2.45 - extended time)			
7:00 a.m. - 8:00 a.m.—	1 hour	First Shift	O.T. Rate
(Section 4.151)			
(Normal hours)			
8:00 a.m. - 12:00 Noon—	4 hours	First Shift	S.T. Rate
(Section 4.151)			
(Normal meal period)			
12:00 Noon - 1:00 p.m.—	Meal hour		
(Normal hours)			
1:00 p.m. - 5:00 p.m.—	4 hours	First Shift	S.T. Rate
(Section 4.151)			
(Section 2.45 - extended time)			
5:00 p.m. - 6:00 p.m.—	1 hour	First Shift	O.T. Rate
(Section 4.151)			
<i>(c) Normal Regular Shift Pay Involving Dead Time</i>			
(Section 2.45 - extended time)			
7:00 a.m. - 8:00 a.m.—	1 hour	First Shift	O.T. Rate
(Section 4.151)			
(Normal hours)			
8:00 a.m. - 12:00 Noon—	4 hours	First Shift	S.T. Rate
(Section 4.151)			

(Normal meal period)			
12:00 Noon - 1:00 p.m.—	Meal hour		
(End of cargo work at 3:00 p.m.)			
1:00 p.m. - 3:00 p.m.—	2 hours	First Shift	S.T. Rate
(Section 4.151)			
(Dead Time)			
3:00 p.m. - 5:00 p.m.—	2 hours	First Shift	S.T. Rate
(Section 3.114)			
(Ext. Time)			
5:00 p.m. - 6:00 p.m.—	1 hour	First Shift	
(Day Shift Dead Time)			S.T. Rate
(Section 3.114)			

EXAMPLE #2 - SECOND SHIFT**Normal Second Shift
(5:00 p.m. - 4:00 a.m.) -
Monday Through Friday**

<i>(a) Minimum Callout At 5:00 p.m.</i>			
(Section 2.45 - extended time)			
5:00 p.m. - 6:00 p.m.—	1 hour	2nd Shift	O.T. Rate
(Section 4.152)			
(Minimum callout Section 3.22)			
6:00 p.m. - 10:00 p.m.—	4 hours	2nd Shift	S.T. Rate
(Section 3.114)			
(Section 2.45 - extended time)			
10:00 p.m. - 11:00 p.m.—	1 hour	2nd Shift	S.T. Rate
(Section 4.152)			

(b) Normal Second Shift Pay (5:00 p.m. - 4:00 a.m.)

(Section 2.45 - extended time)

5:00 p.m. - 6:00 p.m.—	1 hour	2nd Shift
(Section 4.152)		O.T. Rate

(Normal hours)

6:00 p.m. - 10:00 p.m.—	4 hours	2nd Shift
(Section 4.152)		S.T. Rate

(Normal meal period)

10:00 p.m. - 11:00 p.m.—	Meal hour	
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(Normal hours)

11:00 p.m. - 3:00 a.m.—	4 hours	2nd Shift
(Section 4.152)		S.T. Rate

(Section 2.45 - extended time)

3:00 a.m. - 4:00 a.m.—	1 hour	2nd Shift
(Section 4.152)		O.T. Rate

(c) Normal Second Shift Pay Involving Dead Time

(Section 2.45 - extended time)

5:00 p.m. - 6:00 p.m.—	1 hour	2nd Shift
(Section 4.152)		O.T. Rate

(Normal hours)

6:00 p.m. - 10:00 p.m.—	4 hours	2nd Shift
(Section 4.152)		S.T. Rate

(Normal meal period)

10:00 p.m. - 11:00 p.m.—	Meal hour	
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(End of cargo work at 1:00 a.m.)

11:00 p.m. - 1:00 a.m.—	2 hours	2nd Shift
(Section 4.152)		S.T. Rate

(Dead Time)

1:00 a.m. - 3:00 a.m.—	2 hours	2nd Shift
(Section 3.114)		S.T. Rate

(Ext. Time)

3:00 a.m. - 4:00 a.m.—	1 hour	2nd Shift
(Night Shift Dead Time)		S.T. Rate

(Section 3.114)

EXAMPLE #3 - THIRD SHIFT**Normal Third Shift
(2:00 a.m. - 9:00 a.m.) -
Monday through Friday***(a) Minimum callout at 2:00 a.m.*

(Section 2.45 - extended time)

2:00 a.m. - 3:00 a.m.—	1 hour	3rd Shift
(Section 4.153)		O.T. Rate

(Minimum callout - Section 3.22)

3:00 a.m. - 7:00 a.m.—	4 hours	3rd Shift
(Section 3.114)		S.T. Rate

(Section 2.45 - extended time)

7:00 a.m. - 8:00 a.m.—	1 hour	3rd Shift
(Section 4.153)		S.T. Rate

(b) Normal Shift Pay (2:00 a.m. - 9:00 a.m.)

(Section 2.45 - extended time)

2:00 a.m. - 3:00 a.m.—	1 hour	3rd Shift
(Section 4.153)		O.T. Rate

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