NOTICE TO CLERKS AND WALKING BOSSES

Pacific Coast Longshore Agreement
1951 - 1953

This Agreement, dated June 16, 1951, by and between the Pacific Maritime Association, on behalf of its members (hereinafter designated as the Employer), and the International Longshoremen’s and Warehousemen’s Union, on behalf of itself and all of its longshore locals in California, Oregon and Washington, and all employees performing work under the scope, terms and conditions of this Agreement (hereinafter designated as the Union), hereby designates the representatives of the employers described in paragraph (a) above, provisions shall be made for the ob- serve and carry out the requirements of this Agreement.

(c) The following occupations shall be included under the scope of this Agreement: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, bur- ton men, sack turners, side runners, front men, jetty drivers, lift jetty drivers and any other person in other categories doing longshore work as defined in paragraph (a) above. Existing prac- tices as of September, 1949, arrived at by mutual consent under which other workers not affili- ated with the ILWU perform any of this work shall not be changed.

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

SECTION 2. HOURS

(a) Straight and Overtime Hours

Six hours shall constitute a day’s work. Thirty hours shall constitute a week’s work, averaged over a period of four weeks. The first six hours worked between the hours of 8:00 a.m. and 5:00 p.m. shall be designated as straight time, but there shall be no relief of gangs before 5:00 p.m. All work in excess of six hours between the hours of 8:00 a.m. and 5:00 p.m. and all work during meal time and between 5:00 p.m. and 8:00 a.m. on week ends and from 5:00 p.m. on Friday to 8:00 a.m. on Monday and all work  on legal holidays, shall be designated as overtime.

(b) Meal Time

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

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

(c) Four Hour Minimum

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

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

When men resume or continue work between the hours of 1:00 a.m. and 5:00 a.m. they shall receive not less than four hours’ pay at the overtime rate.

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

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

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

8. Nine-hour Maximum Work Shift

The maximum work shift shall be nine (9) hours in any twenty-four (24) hour period commencing at 8:00 a.m. The day shift shall start at 8:00 a.m.; provided that the Port Labor Relations Committee in any port may by mutual agreement alter the night shift starting time for such port to start at 9:00 a.m.; provided further that the initial start may be made later than the regular starting time but not later than twelve (12) hours before the last vessel is required to sail, provided that all time worked in excess of eleven (11) hours shall be paid for at time and one-half of the then prevailing rate.

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

(1) A two (2) hour leeway shall be allowed, thus extending the nine (9) hour shift to an eleven (11) hour shift when a vessel is required to sail and such work shall be paid for at time and one-half of the then prevailing rate.

(2) A three (3) hour leeway shall be allowed, thus extending the nine (9) hour shift to a twelve (12) hour shift in order to finish a vessel for sailing, provided that all time worked in excess of twelve (12) hours shall be paid for at time and one-half of the then prevailing rate.

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

(4) When no replacements are available to the Employer in the area, men and gangs in their home port shall work a maximum of twelve (12) hours. Under these circumstances the 12th hour will be worked at no premium.

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

SECTION 3. SCHEDULED DAY OFF

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

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

(2) The Joint Port Labor Relations Committee shall arrange and direct the scheduling of days off in each port in accordance with the above to the extent possible considering needs of the port and men available.

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

SECTION 4. HOLIDAYS

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

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

SECTION 5. WAGES

(a) Wage Rates

(1) The basic rate of pay for longshore work shall be not less than one dollar and ninety-seven cents ($1.97) per hour for straight time, nor less than two dollars and seventy-five cents ($2.75) per hour for overtime. These rates shall become effective 8:00 a.m., Monday, June 18, 1951.

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

<table>
<thead>
<tr>
<th>Straight Time Rate</th>
</tr>
</thead>
</table>
| For work during the day on the 24th of any month, the straight time rate shall be increased by one dollar and twenty-five cents ($1.25) per hour.
| For work during the night on the 24th of any month, the straight time rate shall be increased by one dollar and seventy-five cents ($1.75) per hour.

Pictured above are ILWU Vice President Germain Bulcke and William L. Lawrence of San Pedro's Local 13 who chaired the caucus.
1st six hours worked between the hours of 8 a.m. and 5 p.m., Monday through Friday.

II. Overtime Rate
1. Payable when working between 5 p.m. and 8 a.m. on weekdays.
2. Payable when working during meal hour on Saturdays, Sundays and legal holidays except such work as is covered by meal hour provisions set forth in HI.
3. Payable when working during noon meal hour (except on Saturdays, Sundays and legal holidays) without an opportunity to eat when the rate then prevailing is the overtime rate.
4. Payable when working in excess of five consecutive straight-time hours without an opportunity to eat when the rate then prevailing is the overtime rate.
5. Payable when working in excess of eleven hours in any one shift when finishing the ship for sailing. This shall apply although the 12th hour may be the meal hour.

III. Time and One-Half the Overtime Rate
1. Payable when working through other than noon meal hour.
2. Payable when working through noon meal hour on Saturdays, Sundays and legal holidays.
3. Payable when working in excess of five consecutive straight-time hours without an opportunity to eat when the rate then prevailing is the overtime rate.
4. Payable when working in excess of five consecutive straight-time hours without an opportunity to eat when the rate then prevailing is the overtime rate.

SKILLED GANG MEMBERS
STRAIGHT TIME RATES BY PORTS

<table>
<thead>
<tr>
<th>Port</th>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Washington (except Columbia River ports)</td>
<td>$2.07</td>
<td>$2.07</td>
</tr>
<tr>
<td>Burton man</td>
<td>$2.07</td>
<td>$2.07</td>
</tr>
<tr>
<td>Donkey Driver</td>
<td>$2.07</td>
<td>$2.07</td>
</tr>
<tr>
<td>Hitch tender</td>
<td>$2.07</td>
<td>$2.07</td>
</tr>
<tr>
<td>Sack turner</td>
<td>$2.07</td>
<td>$2.07</td>
</tr>
<tr>
<td>Side runner</td>
<td>$2.07</td>
<td>$2.07</td>
</tr>
<tr>
<td>Boom man</td>
<td>$2.07</td>
<td>$2.07</td>
</tr>
<tr>
<td>Bridge trucker</td>
<td>$2.07</td>
<td>$2.17</td>
</tr>
<tr>
<td>Crane chaser</td>
<td>$2.07</td>
<td>$2.17</td>
</tr>
</tbody>
</table>

JITNEY DRIVER 2.07

COMBINATION GANG DRIVERS

<table>
<thead>
<tr>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burton man</td>
<td>$2.12</td>
</tr>
<tr>
<td>Winch driver</td>
<td>$2.07</td>
</tr>
<tr>
<td>Hitch tender</td>
<td>$2.07</td>
</tr>
<tr>
<td>Sack turner</td>
<td>$2.07</td>
</tr>
<tr>
<td>Side runner</td>
<td>$2.07</td>
</tr>
<tr>
<td>Boom man</td>
<td>$2.07</td>
</tr>
<tr>
<td>Stowing mach. driver (includes donkey driver, bull winch driver)</td>
<td>$2.07</td>
</tr>
<tr>
<td>COMBINATION LIFT TRUCK/JITNEY DRIVER</td>
<td>$2.07</td>
</tr>
<tr>
<td>Lift Truck Driver</td>
<td>$2.07</td>
</tr>
<tr>
<td>Portland, Oregon &amp; Columbia River District Ports (1) - Southwestern Oregon Ports.</td>
<td>$2.07</td>
</tr>
</tbody>
</table>

GANG BOSS 2.32

During the recent negotiations between us culminating in the agreements set forth in Section 5(a), additional wages to be called penalties shall be payable for the types of work specified below. The skill differentials specified shall be the only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

(1) When an extra shift is required to fill out the four hour minimum guarantee.
(2) Payable when working through noon meal hour.
(3) Payable when working through noon meal hour.
(4) Payable when working through noon meal hour.

The Joint Port Labor Relations Committees have the power and obligation to make additions or to subtractions from the registration lists as may be necessary.

The union representatives stated that the Joint Port Labor Relations Committee have the obligation to correct any inequity in the registration lists and that the contract as written specifies there shall be no unqualified longshoremen on the registration list to do the work in the port. In reliance upon this statement by the union the employers agreed to drop their proposal.

The parties agreed that current disputes now being processed, through the grievance procedure, would continue to their conclusion under the new machinery of the contract.

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

LETTER FROM P.M.A.
June 16, 1951.

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

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Will you kindly indicate your approval and acceptance of the foregoing and the ratification of the same by your locals by signing the enclosed copy of this letter in the place provided and returning the same to us.
The two above, Clyde Munger of Local 45, Rainier, Ore., and Frank Andrews of Local 47, Olympia, Wash., are veterans at the job of sergeants-at-arms for Coast caucuses.

and one-half the overtime rate shall be paid under the terms of this Agreement, and the conditions under which penalties and/or skill differentials apply.

e) Subsistence

Subsistence rates when payable shall be two dollars and fifty cents ($2.50) per night for lodging and one dollar and fifty cents ($1.50) per meal.

SECTION 6. VACATIONS

(a) Each member of the Pacific Maritime Association agrees to pay a proportionate share of the vacation pay of each longshoreman working in any port in which the member has employed any longshore labor.

(b) Each member’s liability for each eligible longshoreman’s vacation pay shall be the proportion of the individual’s pay that is equal to the proportion that the total number of longshore hours of work performed by all employers in that port participating in this vacation plan.

(c) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(d) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(e) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(f) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(g) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(h) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(i) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(j) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(k) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(l) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(m) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(n) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(o) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(p) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(q) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(r) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(s) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(t) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(u) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(v) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(w) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(x) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(y) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

(z) The provisions of this paragraph to provide for a liability from every employer participating in this vacation plan.

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

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

(35x243)- Dispatchers, shall be governed by rules and regulations agreed upon by the Joint Port Labor Relations Committee of the Port. If they fail to agree on the appropriate standards or on other matters referred to the Port, the dispute shall be decided in accordance with provisions of Section 16(a). The standards for Dispatchers shall be uniform among the several members. Such non-member employers shall have no preference in the allocation of men, but when there are not sufficient men available to handle all the needs of the port, shall be allocated men on the same basis as men are allocated to Association members.

(b) Hiring Hall Personnel (Continued from preceding page)

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

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

(4) Longshoremen not on the registration list shall not be dispatched from the hiring hall or

tractions from the registration lists as may be necessary in the several ports of the Port. When objecting to the registration of any man, members of the Joint Port Labor Relations Committee shall be required to give the reasons therefor.

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

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

(4) Longshoremen not on the registration list shall not be dispatched from the hiring hall or
when in good faith they believe that to do so is to immediately endanger health and safety.

Refusal to cross a legitimate and bona fide picket line as defined in this paragraph shall not be deemed a violation of this Agreement, Such a picket line is one established and maintained by the Union or the Employer, as the case may be, in good faith to protect the property of such ILWU longshore local but which has not been handled or is destined to be handled by other workers engaged in strike-breaking activities under established and legitimate trade union principles.

SECTION 11. MEETINGS FOR REGISTERED LONGSHOREMEN

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

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

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

SECTION 12. SLING LOAD LIMITS

When commodities covered herein handled by longshoremen shall be of such size as the employment will not exceed the maximum limits hereinafter specified, and no employer shall direct and no longshoreman shall be required to handle loads in excess of those hereininafter stated. The following standard maximum sling loads are hereby adopted:

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Sling Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)—Canned Goods</td>
<td>24-1 tails, 6-11 tails and 46-1 tails (including salmon)</td>
</tr>
<tr>
<td>(2)—Fruit, vegetables and rainiers (Gross Weight)</td>
<td>22 to 31 lbs.</td>
</tr>
<tr>
<td>(3)—Miscellaneous goods</td>
<td>48–16 oz.</td>
</tr>
<tr>
<td>(4)—Miscellaneous Products</td>
<td>28 boxes</td>
</tr>
</tbody>
</table>

Here's more of the San Francisco Local 10 delegation, left to right, Dave Keefe, Robert Rohat, Walter Nelson, William Kirby, Phil Sandia and (not quite showing in the picture) Harold J. Hendry.
Commodity Sling Load

(6) When cargo is transported to or from the ship or wharf, by power equipment, the following loads shall apply:

<table>
<thead>
<tr>
<th>Type of Cargo</th>
<th>Load Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>40-18' tails</td>
<td>50</td>
</tr>
<tr>
<td>40-24' tails</td>
<td>60</td>
</tr>
<tr>
<td>40-24' x 12'</td>
<td>60</td>
</tr>
<tr>
<td>6-12' tails</td>
<td>50</td>
</tr>
</tbody>
</table>

The packages described in the foregoing schedule for maximum load limits are for the stationary and can be moved reasonably moving. If any commodities named are found to establish unreasonable speed-ups; nor

SECTION 16. LABOR SAVING DEVICES AND METHODS

There shall be no interference by the Union with the Employers' right to operate efficiently and to change methods of work and to utilize labor saving devices, including handling of ship gear, in such a way as to work the work through employer representatives while explicitly observing the provisions and conditions relative to the conditions under which labor and welfare of the employees.

Employers shall make every effort to discuss with the Union in advance the introduction of any major change in equipment. If at any time the Union shall notify the Employers that it contends that earnings of the registered longshoremen and their employment have suffered materially from the introduction of any major change in equipment, the Employers shall have the power and duty to investigate and adjudicate all disputes arising under this Agreement, including cases dealing with the introduction of labor saving devices by employers.

That efficiency in longshore work has been materially improved as a result of such use. The procedures to be followed in such cases shall be as follows:

1. That the use of labor saving devices has been materially increased beyond the uses herebefore described.

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

3. That the Union and its members have not interfered with or obstructed the introduction of such labor saving devices by the Employers.

4. That efficiency in longshore work has been materially improved as a result of such use. The procedures to be followed in such cases shall be as follows:

1. The parties shall immediately select an Area Arbitrator or upon the Coast Labor Relations Committee at San Francisco, California, each of said labor relations committees to be comprised of representatives designated by the Union and three representatives designated by the Employers. By mutual consent any individual may change the number of representatives of the respective parties.

2. Any individual non-union registered longshoreman may present any grievance as an individual through the grievance machinery of the agreement as set forth in Section 16 and in such event he shall pay the usual cost of participating in the investigation, adjudication and any arbitration.

3. Arbitrators and Awards

(a) Arbitrators shall be limited strictly to the application and interpretation of the Agreement as written. Subject to the limitations contained in Section 16(f), the types of cases subject to review by the Coast Arbitrator shall be the following:

(b) Business Agents

To aid in prompt settlement of grievances and to provide a means for making prac-

tical use of the intimate knowledge of working

tion and adjudication of such disputes

in accordance with the provisions, working or dispatching

members of the Board of Arbitrators, or of the Union or of the Employers at the joint level. The purpose of the arbitrator shall be to obtain the interest of the men in accident prevention by making them realize that they have a part in the program, to direct their attention to the real causes of accidents and provide a means for making prac-

tices of the conditions and practices of the men on the job. It is further intended that this program will provide for immediate effective corrective recommenda-

tions regarding corrections of accident-

producing circumstances and conditions.

SECTION 16. GRIEVANCE MACHINERY

(a) Procedure for Handling Grievances and Disputes

Grievances arising on the job shall be proc-

1. The gang steward and his immediate

2. The parties shall immediately establish, and shall maintain during the life of this Agreement, a Joint Port Labor Relations Committee for each of the four port areas listed in Section 16(a).

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4. The Coast Labor Relations Committee at San Francisco, California, each of said labor relations committees to be comprised of representatives designated by the Union and three representatives designated by the Employers. By mutual consent any individual may change the number of representatives of the respective parties.

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To aid in prompt settlement of grievances and to provide a means for making prac-

tical use of the intimate knowledge of working
C Parish

(2) Such longshoreman shall not be dis-
charged to perform work, until his causal un-
known, has been, and disposed of before the Joint Port Labor Relations Committee, and no other employer shall refuse employment to a longshoreman on the basis of such discharge.

(3) If any man feels that he has been un-
fairly treated in a discharge, with his, his grievance shall be taken up as provided in Section 16, pursuant to which the grievance relating to discharge shall be processed beyond the Area Arbitrator.

The Joint Port Labor Relations Committee, in case of discharge without sufficient cause, the Com-
mitee shall act on the complaint for last time or a reinstatement with or without payment for lost time.

(6) Penalties for Work Stoppages, Pillage, Drunkenness and Other Offences.

Drunkenness and other Offences. All members of the Union shall perform their work conscientiously, without solicitude and with due regard to their own interests. Any member of the Union who is guilty of drinking or smoking in prohibited areas shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. Any em-
ployer may discharge the Union a complaint against any member of the Union and the Union shall act thereon and notify the Joint Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint. An employer shall not be required to keep his job nor to participate in discipline by the union of its members beyond the filing of complaints.

If within thirty (30) days thereafter the Em-
ployers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following procedure will be followed which procedure shall also be applicable in the case of longshoremen not members of the Union.

§. The Joint Port Labor Relations Committee shall have the power and duty to impose penal-
sations on longshoremen who will be found guilty of stoppages of work, refusal to work in accordance with the provisions of this Agreement, of any work to which the employer is entitled, provided, or who shall be found guilty of pil-
fering or by his negligence or gross carelessness act to cause the delay of any vessel that may be delayed, suspended, or for deliberate repeated offenses, expelled from the Union. Any em-
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ployer may discharge the Union a complaint against any member of the Union and the Union shall act thereon and notify the Joint Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint. An employer shall not be required to keep his job nor to participate in discipline by the union of its members beyond the filing of complaints.

The Joint Port Labor Relations Committee shall have the power and duty to impose penal-
sations on longshoremen who will be found guilty of stoppages of work, refusal to work in accordance with the provisions of this Agreement, of any work to which the employer is entitled, provided, or who shall be found guilty of pil-
fering or by his negligence or gross carelessness act to cause the delay of any vessel that may be delayed, suspended, or for deliberate repeated offenses, expelled from the Union. Any em-
ployer may discharge the Union a complaint against any member of the Union and the Union shall act thereon and notify the Joint Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint. An employer shall not be required to keep his job nor to participate in discipline by the union of its members beyond the filing of complaints.

The penalties for pillage, drunkenness or smoking in prohibited areas shall be as follows:

First offense, suspension for 15 days; second offense, 30 days suspension; third offense, suspension for 60 days. Maximum penalty, discharge.

Suspensions under the foregoing provisions shall follow either by either the Union grievance machinery or by the Joint Port Labor Relations Committee, either of whom will accept a court decision. Any man suspended under these provisions shall not be dispatched for work in any port covered by this Agreement unless he has returned to his former employment. Prior pillage offenses committed while ex-
pired agreements were in effect shall have no bearing on the immediate renewal. Offenses committed after this agreement. Men not suspended under the expired agreement shall fulfill their suspensions.

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

SECTION 17. STEAM SCHONERS.

The provisions of this agreement shall apply to all longshoremen’s work, as defined in Section 1, on or in connection with steam

schoners, with the exceptions as set forth below:

(1) A steam schooner is any dry cargo ves-
sel plying in the steam schooner trade.

(2) The steam schooner trade is hereby de-

fined as the operation of steam schooners between the ports of California, Oregon and Washington and between these ports and British Columbia and Alaska; pro-

vided that such definition does not in-
clude vessels operating between Seattle and Puget Sound ports and Alaska.

(3) Longshoremen shall perform all dock work, subject to Section 16(c), and shall work aboard ships in accordance with the following:

a. Steam schooners are Class A when long-
shoremen are being assigned all of the
longshore work by the employer in ac-

cordance with agreed practices except
that the work being performed at one hatch or
gear, or the work being performed in the handling of certain cargoes requiring the use of two gears, such as piling, poles, etc.

b. Steam schooners are Class B when long-
shoremen are being assigned all of the
longshore work by the employer in ac-

cordance with agreed practices except
that the work being performed at one hatch or
gear, or the work being performed in the handling of certain cargoes requiring the use of two gears, such as piling, poles, etc.

(15) days, the issue shall be referred to the
arbitrator.

(4) Steam schooners are Class A when long-
shoremen are being assigned all of the
longshore work by the employer in ac-

cordance with agreed practices except
that the work being performed at one hatch or
gear, or the work being performed in the handling of certain cargoes requiring the use of two gears, such as piling, poles, etc.

(5) LSM-type vessels are Class A provided
that longshoremen perform the following
work at all times they are available; two
hours’ work per day for utility man, one

hatch tender and, subject to Section 16(c),
one crane tender, and all work involving loading and dis-
charging. Longshoremen shall perform work aboard these vessels only when called upon to do so.

(6) When an employer fails to assign suf-

ficient work to longshoremen at any hatch or

gear, the arbitrator may determine the qualifications for Class A, then a vessel is Class B and in

connection therewith longshoremen shall perform work aboard ship only when called upon to do so.

(7) No arbitrator may consider or determine any issue regarding the scope of work of long-
shoremen or others to perform cargo work on steam schooners or make any decision denying the right of crew members to perform such cargo work, but the arbitrators may determine any other issue or issue arising in connec-

tion with the steam schooner trade, including issues arising under Section 10 and issues re-
garding classifications A and B, where properly presented under the grievance machinery.

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

A penalty rate of $1.00 per hour straight

time and 42 cents per hour overtime

while handling loaded packaged lum-
ber Class B.

A penalty rate of $1.00 per hour straight

time and $1.50 per hour overtime, ship and
dock, while working Class B.

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

SECTION 18. WAGE REVIEW.

(a) Basic straight and overtime rates shall be subject to review on June 15, 1952, at the re-
quest of either party. Welfare contributions shall be subject to review on June 15, 1952, on the same basis as basic and overtime rates. The rate of wages being paid review shall give notice of such desire not less than thirty (30) days prior to the review date. If no agree-
ment is reached through negotiation in fifteen (15) days, the issue shall be referred to the
Coast Arbitrator, the award to be rendered by the review date. Any adjustment in the basic straight or overtime rates or the welfare con-
tributions agreed to by the parties, or if the matte

ri is referred to the Coast Arbitrator, any award rendered by the Coast Arbitrator shall
become effective with the day shift on the Mon-

day nearest the wage review date.

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

(c) At the June 15, 1952, wage review, the above 11 cent increase, if put into effect, shall be considered as effective on June 19, 1951.