MEMORANDUM OF UNDERSTANDING
between
PACIFIC MARITIME ASSOCIATION
(For the Employers)
and
INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION
(For and on behalf of itself and each of its longshore locals and clerk locals
in California, Oregon and Washington)

This Memorandum of Understanding provides the terms and conditions for a new Collective Bargaining Agreement, herein "Agreement," between the Parties effective July 1, 1996. Except where an effective date is specifically stated, all terms and conditions will become effective immediately following ratification by both Parties. The 1993-1996 Pacific Coast Longshore and Clerks' Agreement is hereby re-executed to continue in effect until the ratification process is completed, and thereafter if ratified by the parties, except as amended by the terms and conditions contained herein.

I. Wages
A. The basic straight-time hourly rate for longshoremen and clerks shall be increased during the term of this agreement as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 27, 1996</td>
<td>$22.68</td>
<td>$0.00</td>
</tr>
<tr>
<td>July 28, 1997</td>
<td>$22.68</td>
<td>$0.00</td>
</tr>
<tr>
<td>July 29, 1998</td>
<td>$22.68</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

B. Container Freight Station Hourly Wage Rates
The hourly rates for Container Freight Station work shall be the same as the hourly rates for longshore work.

C. The Work Experience Straight Time Hourly Rates shall be increased to the following:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 1,000 hours</td>
<td>$17.78</td>
<td>$18.50</td>
<td>$19.50</td>
</tr>
<tr>
<td>1,001 through 2,000 hours</td>
<td>$18.78</td>
<td>$19.50</td>
<td>$20.50</td>
</tr>
<tr>
<td>2,001 through 4,000 hours</td>
<td>$20.78</td>
<td>$21.50</td>
<td>$22.50</td>
</tr>
<tr>
<td>4,001 or more hours</td>
<td>Basic S.T.</td>
<td>Basic S.T.</td>
<td>Basic S.T.</td>
</tr>
</tbody>
</table>

D. The Training Rates of Pay shall be increased to the following maximum hourly rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 26, 1996</td>
<td>$21.05</td>
<td>$0.00</td>
</tr>
<tr>
<td>July 27, 1997</td>
<td>$21.05</td>
<td>$0.00</td>
</tr>
<tr>
<td>July 28, 1998</td>
<td>$21.05</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

II. Pensions

A. Actives:
1. For registered longshoremen and clerks retiring on or after July 1, 1996:

   (a) Effective July 1, 1996, for those registered longshoremen and clerks retiring under the ILWU-PMA Pension Plan on or after July 1, 1996, increase the rate of pension credit accrual from $69 per month per year of qualifying service to $70 per month per year of qualifying service which will provide a maximum pension for a longshoreman with 35 or more years of qualifying service of $2,450 per month;

   (b) Effective July 1, 1997, for those registered longshoremen and clerks retiring under the ILWU-PMA Pension Plan on or after July 1, 1996, increase the rate of pension credit accrual from $70 per month per year of qualifying service to $71 per month per year of qualifying service which will provide a maximum pension for a longshoreman with 35 or more years of qualifying service of $2,485 per month;

   (c) Effective July 1, 1998, for those registered longshoremen and clerks retiring under the ILWU-PMA Pension Plan on or after July 1, 1996, increase the rate of pension credit accrual from $71 per month per year of qualifying service to $72 per month per year of qualifying service which will provide a maximum pension for a longshoreman with 35 or more years of qualifying service of $2,520 per month, subject to appropriate adjustments for qualified payees claiming benefits attributable to the participation of such longshoremen and clerks, and for such ancillary benefits so which any payee may be entitled.

2. For longshore and clerk registrants, Coastwise, increase the "bridge" (Pension Supplement) payable under the ILWU-PMA Pension Plan for any longshoreman or clerk to
   (i) $22.68 per month per year of qualifying service if the "bridge" benefit is awarded before age 62, the amount of the "bridge" will be as shown in Appendix B. See attachment for examples of the amounts which would be payable as a pension supplement,
   and

   (ii) $22.00 per month per year of qualifying service if the "bridge" benefit is awarded after age 62, the amount of the "bridge" will be as shown in Appendix B. See attachment for examples of the amounts which would be payable as a pension supplement,

   (b) Effective July 1, 1997, for those registered longshoremen and clerks retiring under the ILWU-PMA Pension Plan on or after July 1, 1996, increase the rate of pension credit accrual from $71 per month per year of qualifying service to $72 per month per year of qualifying service which will provide a maximum pension for a longshoreman with 35 or more years of qualifying service of $2,485 per month, subject to appropriate adjustments for qualified payees claiming benefits attributable to the participation of such longshoremen and clerks, and for such ancillary benefits so which any payee may be entitled.

3. Side gate and expedited gate procedures.

4. Maximum of 10 hours for the purpose of finishing a train.

C. 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
subject to negotiation on expiration of the PCL&CA. Included in
an agreement of their employer and the union, effective upon
Coastwise Supplement. PCLCD, and to future employers of ILWU mechanics.

D. Maintenance & Repair

1. Consolidation of Existing Agreements into Coastwise Supplement.

No later than July 1, 1997 the existing Port Supplements covering M & R work shall be consolidated into one Coastwise Supplemental Agreement applying to current employers of mechanics under Section 1.7, 1.71, and 1.8 of the PCLCD, and to future employers of ILWU mechanics. Disagreement on local contract provisions which cannot be resolved by the CLRC will remain unchanged but will be sub-
ject to negotiation on expiration of the PCL&CA. Included in this Supplemental Agreement shall be:

A. Employers signatory to the Los Angeles/Long Beach Harbor Mechanics’ Supplement

B. TransPacific Container Service Corporation — Oakland

C. Bridge Warehouse, Inc. — Seattle

D. Mechanics employed under other supplementary agreements provided the mechanics are quali-
fied and the local employer and Union agree to coverage under the Coastwise supplement.

To reach the goal of a coastwise M & R Agreement, there shall be established, on a Coastwise basis, a Maintenance and Repair Committee for the purpose of determining how to combine the above-mentioned port supplements into one Coastwise agreement. Wagons, Skill Differentials, Sections 5.1, 7.1, 13, 15, 16, 17, 18 and the health, welfare and pension provi-
sions of the PCL&CA shall continue to be applicable to local supplements and are not subject to local negotiations. Other M & R Port Supplement subjects may be negotiated locally on the
condition that such negotiations shall be completed no later than January 31, 1997.

2. Training

A Coastwise M & R training program shall be estab-
lished as described in Appendix A. This training program shall become effective upon completion of the Contract consolida-
tion agreed to in Paragraph 1. The parties agree to commence timely development of the Program in each Area so that it will be available to trainees when the Contract consolidation is completed.

3. Wages

The journeyman wage rate under the consolidated supplements shall be 120% of the basic longshore rate. Agreements presently providing a lesser rate of pay shall be raised to this rate over the life of the Agreement as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Date 1</th>
<th>Date 2</th>
<th>Date 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic — Oakland</td>
<td>125%</td>
<td>130%</td>
<td>130%</td>
</tr>
</tbody>
</table>

The trainee skill differential for those taking mechanical Maintenance Technology courses and employed as mechanics shall be as follows:

Less than 5 units’ training — basic longshore straight time rate

- After completion of 5 units: 102.5%
- After completion of 10 units: 105.0%
- After completion of 15 units: 107.5%
- After completion of 20 units: 110.0%
- After completion of 24 units: 112.5%
- After completion of 28 units: 115.0%
- After completion of 32 units: 117.5%
- After completion of 37 units: 120.0%

Note: The definition and accreditation of units, including units of on-the-job training, shall be the responsibility of the Coast M & R Training Committee. No more than five (5) units may be credited for on-the-job training by the employer which have not been approved by the Area M & R Committee.

The leadman wage rate shall be 150% of the basic longshore rate. Agreements presently providing a lesser rate of pay shall be raised to this differential rate over the life of the Agreement as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Date 1</th>
<th>Date 2</th>
<th>Date 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Warehouse — Seattle</td>
<td>125%</td>
<td>130%</td>
<td>130%</td>
</tr>
<tr>
<td>Traffic — Oakland</td>
<td>125%</td>
<td>130%</td>
<td>130%</td>
</tr>
</tbody>
</table>

IV. Welfare

The Employers will agree:

1. to maintain all present benefits under the ILWU-
PMA Welfare Plan for the term of the Agreement, and to con-
tinue the funding of these benefits as in the past;
2. effective January 1, 1997, subject to applicable
deductibles and co-pays,

(a) in Choice Ports to provide annual physicals for
children other than infants, up to age 19 accord-
ing to the following schedule:
- (i) one exam before entering the first
grade or during the first year of school
- (ii) a second exam after the first year of
school and before age 13, and
- (iii) the third exam between ages 13 to
19
at 100% of Usual, Customary and
Reasonable charges up to $150 for the
exam and related lab and x-ray charges;
(b) in the Non-Choice Ports to provide up to
five doctors’ office visits in one day, at a
maximum equal to that in the Choice Port
program, provided that the visits are to dif-
ferent doctors for different services and are
medically necessary;
and
(c) in Choice and Non-Choice Ports to provide
Well Baby Care until the child’s third
birthday at 100% UCR, subject to a maximum
of $250 each year (from birth to birthday);
3. for Participants enrolled in Group Health Co-opera-
tive, to provide lancets for diabetic day care under the same
terms, conditions and limitations as provided under the
Prescription Drug Program through Prescription Solutions -
the ILWU-PMA Benefits Sub-Committee will pursue the most
cost-effective way to provide this benefit;
4. to implement a managed mental health program
coordinated with the ADRP program in accordance with the
parameters outlined in the Plan Consultant’s memorandum to
the ILWU-PMA Benefits Sub-Committee dated June 7, 1996,
and
5. During the course of 1996 negotiations, the Union
and Employers proposed a number of Welfare topics concern-
ing plan design and new benefits. The parties agree to refer the
following topics to the ILWU-PMA Benefits Sub -Committee for
development when there is mutual agreement by the
Trustees for implementation:

(a) Revised plan incorporating Choice, Non-
Choice and other benefits
(b) Utilization review and cost containment
(c) Skilled Nursing Care
(d) Hospice and Home Health Care
(e) Increase initial cap
(f) Newborn nursery care
(g) Initial Prosthetic eye or limb
(h) Telephone notification for hospital admission
(i) Provide durable medical equipment under
HMO plans
(j) Provide annual physicals in the Choice Ports
(k) Provide Prostate Specific Antigen Tests for
males aged 50 and over in the Choice Ports.

Effective January 1, 1997, (1) delete from Holidays,
Section 5.3, Bloody Thursday as a “paid holiday”; and
based
upon the Union’s agreement to the foregoing, (2) amend
addenda Dispatch Hall Costs to read as follows:

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 obligat-
ed 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 CLRC. 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
greement of the parties.

(Notewithstanding 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 con-
tained or otherwise shall in any way change or modify the
basic principle and understanding of the parties as expressed in
this Agreement that the Dispatch Halls shall continue in the
future, as they have in the past, to be maintained and operated
equally between PMA and the ILWU.)

VI. Guarantees, Skilled Rates for all Longshoremen

A. 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 agree-
ments, including paid hours in excess of the PCL&CA, as
defined by Area Arbitration No. SC-29-04, between individual
employees or local Union officials and individual member
companies shall be considered a Contract violation.
Employee(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.

C. Los Angeles/Long Beach Steady Crane Operators

1. Amend Addenda Page 213, Section D-0:

(a) During the term of this three-year Contract, steady
left-handed crane operators shall be paid a maximum guarantee based
upon 13 periods of four consecutive payroll weeks in each Contract
year.

D. San Francisco Steady Skilled Men

1. Amend the San Francisco Steady Skilled Men adden-
dum to provide that:

For San Francisco steady skilled men, the provisions of
CLRC Meeting No. 14-66, Item 1, Paragraph (1.) are modi-
fied as follows:

(a) The monthly (four week) pay guarantee shall be
a maximum/minimum of 170 hours days,
152 hours nights, at the proper shift straight-
time crane rate.
(b) All hours worked or paid shall be paid at the
proper skill rate, shift rate, and prevailing
time or straight-rate time and shall be
charged against the guarantee, except hours
worked out of the hall.
(c) The payment of guarantee hours in excess of
those required by the PCLCD, the payment
of "bonus" hours in addition to work hours,
and other similar pay practices are prohib-
ited.
(d) In exchange for receiving the monthly (four
E. Clerks

1. Add new Pay Sub-Section 4.3. PCCCD.

Clerks, while employed as kitchen/steward 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% skilled differential.

2. Add new Section 2.453. PCCCD.

Chief supervisors shall be limited to a maximum of 10 hours per shift. Exception: When working a flex hour (Section 2.442) prior to the start of the shift or working an extended hour(s), chief supervisor 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.)

3. Supervisory Clerks — Add new Sub-Section 2.453. PCCCD.

PCCCD: 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% supervisors shall be entitled to one additional pay up to a maximum of 12 hours per shift. Local flex time (Section 2.442) agreements shall remain in effect.

F. Amend Longshore and Clerk Skill Differentials. PCL&C.

See Appendix C.

VII. Registration

A. Strength and Agility Testing

Modify the Registration Rules to provide that there shall be one opportunity only for casuals and Child of Deceased applicants to take the ARKO Strength and Agility and Cognitive Tests. A casual longshoreman or Child of Deceased applicant who fails the ARKO Strength and Agility Test shall be eligible to retake the test after 120 days. (This provision shall be retroactive to September 4, 1991 provided however that all other criteria is met by the Child of Deceased applicant on the date of his/her reapplication.)

Modify Section 7.12 to extend the 30 days' period to 90 days.

B. Elevation of Class "B" Longshore to Class "A". Registration Rule 3.113 will be modified to provide that the sequence of advancement shall be by registration number for "B" registrants unless there is mutual agreement to use hours of work as a criteria. All advancements shall meet the 70% availability standard and good work record requirement of the port.

C. Develop Industry and Registration Criteria

The parties agree that the CRCLC, will, during the contract year ending July 1, 1997, meet to develop longshore industry entry and registration criteria that may include the following:

1. Jointly develop registration criteria and training standards utilizing such resources as community college-based courses in longshore skills, basic reading and math, and the operation of CFT’s. These criteria shall become part of the qualifications for Class "B" registration.

2. Participants in such training may be added to the port’s identified Casual List.

3. A schedule for phasing in the list of students meeting these criteria with the existing casual list shall be established.

VIII. Industry Travel

A. Amend Section 5.11 of Supplement IV to provide that one hour of travel pay equals one-half of the basic hourly rate.

B. Amend Section 4.51 to increase lodging to $60.00 per night and $11.00 per meal.

C. Amend Section 4.61 and 4.62 of the PCLCD to language in Sections 4.61 and 4.62 of the PCCCD regarding IRS Mileage Allowance.

IX. Intraport Travel — Phase-Out Fund

The parties agree that payments from the Transition Fund previously enjoyed by some longshoremen and clerks have been eliminated by the termination of the Transition Fund. In order to effect this monetary reduction gradually for registered longshoremen and clerks who are impacted by the termination of the Transition Fund, the Employers will contribute to a Phase-Out Fund each year of this Agreement an amount necessary to provide the payments to longshoremen and clerks as described below. The Employers will determine the method by which contributions for such liability will be collected and made available to the Fund.

Payments from the Fund shall end with payments made for the payroll week ending January 2, 1999.

Payments will be made so longshoremen and clerks registered on or before June 30, 1996, under the same procedures and guidelines as were in effect in the last year of the Transition Fund except that the amount of each payment made to a longshoreman or clerk will be reduced according to the following schedule:

Payment reduction schedule:

- For work beginning 8:00 a.m., July 1, 1996: No reduction
- For work beginning 8:00 a.m., December 28, 1996: 20% reduction
- For work beginning 8:00 a.m., June 28, 1997: 40% reduction
- For work beginning 8:00 a.m., December 27, 1997: 60% reduction
- For work beginning 8:00 a.m., June 27, 1998: 80% reduction
- For work beginning 8:00 a.m., January 2, 1999: No payments will be made.

Payments will not be made to longshoremen and clerks registered after June 30, 1996.

X. Vacations

A. Amend Section 7.41, second sentence:

Vacation checks will be available for distribution in the first full payroll week of March of the calendar year in which vacations are paid.

B. Add a new sentence:

A second distribution of vacation checks based on timely claims will occur in the first full payroll week of June.

XI. Registration and Transfer of Men from Low Work Opportunity Ports

A. Revise Supplement III, Sections 5 and 7 as follows:

Section 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 second preference. Seniority within each classification shall also prevail.

(b) Transfers 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.

APPENDIX A

Coastwise M & R Training Program

A. The parties shall establish and maintain, during the life of this Agreement, a Coast Longshore M & R Training Committee.

1. The Coast M & R Training Committee shall consist of one Employer representative and one Union representative from each of the four Coast Areas.

2. The duties of the Coast M & R Training Committee shall be:

a. To review and develop M & R training curricula.

b. To assess and arrange access to resources.

c. To compare, coordinate and oversee the activities
of the Area M & R training committees. (See "B")

d. To establish standards and selection procedures to ensure qualified candidates who are committed to successful completion of the program.

B. The parties in each area shall establish and maintain Area Longshore M & R Training Committees which shall function according to instructions from the Coast M & R Training Committee in implementing training programs.

1. The duties of the Area M & R Training Committees shall be:
   a. To monitor participation in and effectiveness of the area training programs.
   b. To advise the Coast M & R Training Committee of the needs and progress of that area's training programs.
   c. To select and monitor candidates in accordance with the guidelines established by the Coast M & R Training Committee.

C. The programs shall:

   1. Instruct trainees in mechanical skills, in regular six-month intervals, so that within eight such semesters holdie acquires the skills of a journeyman longshore mechanic.

   2. Identify the educational requirements for partially trained individuals, to allow them to enter the four-year system at advanced levels.

   3. Include new classes as necessary to supplement the skills of current journeymen.

   4. Reimbursement of expenses for mechanic training courses shall be as follows:

      a. Members of the general public attending mechanics' courses are not entitled to any reimbursement.

      b. Registered hall longshoremen and clerks taking training to be a mechanic will be reimbursed through an industry fund administered by PMA for tuition and books upon successful completion of each class.

Up to a maximum of 40 trainees Coastwise per year, upon successful completion of one year program participation, will be paid at the trainee rate in PCLCD Section 4.2 for all verified classroom hours in the successfully completed program. The actual number of trainees, up to the maximum, shall be determined by the Area M & R Training Committees.

Mechanics taking a course at the direction of their employer will be paid for verified hours in attendance at the course and the cost of tuition and books for the course by their employer.

Mechanics taking a course on their own to upgrade their skills will be reimbursed through an industry fund administered by PMA for the cost of tuition and books upon successful completion of each class.

Repeat courses will not be eligible for pay and/or reimbursement.

5. Admissions criteria shall be determined by the Community College providing the M & R courses.

D. Program Access

1. A registered longshoreman or clerk desiring to participate in M & R training shall submit an application to the JPLRC.

2. The JPLRC shall maintain a file of such applications, from which registered candidates for the M & R training program shall be selected.

The objective of the Coast M & R Committee, as well as setting up the curriculum for M & R, is also to establish procedures to ensure qualified candidates who are committed to successfully participating in the Program.

APPENDIX B

BRIDGE EXAMPLES

<table>
<thead>
<tr>
<th>Age @ Retirement</th>
<th>Monthly Bridge</th>
<th>Increased Bridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>550 Months</td>
<td>$60.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>551/2 Months</td>
<td>61.36</td>
<td>122.72</td>
</tr>
<tr>
<td>560 Months</td>
<td>66.67</td>
<td>133.33</td>
</tr>
<tr>
<td>561/2 Months</td>
<td>70.99</td>
<td>141.18</td>
</tr>
<tr>
<td>570 Months</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>571/2 Months</td>
<td>80.00</td>
<td>160.00</td>
</tr>
<tr>
<td>580 Months</td>
<td>85.71</td>
<td>171.43</td>
</tr>
<tr>
<td>581/2 Months</td>
<td>92.31</td>
<td>184.62</td>
</tr>
<tr>
<td>590 Months</td>
<td>100.00</td>
<td>200.00</td>
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<tr>
<td>591/2 Months</td>
<td>109.09</td>
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<td>600 Months</td>
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<td>240.00</td>
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<td>601/2 Months</td>
<td>133.33</td>
<td>266.67</td>
</tr>
<tr>
<td>610 Months</td>
<td>150.00</td>
<td>300.00</td>
</tr>
<tr>
<td>611/2 Months</td>
<td>171.43</td>
<td>342.86</td>
</tr>
<tr>
<td>620 Months</td>
<td>200.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Appendix C

Wage Rates

The basic straight-time hourly rate for longshoremen and clerks shall be increased during the term of this agreement as follows:

From Increase To
"Effective 8:00 a.m., June 29, 1996" $22.68 $2.00 $24.68
"Effective 8:00 a.m., June 28, 1997" $24.68 $1.00 $25.68
"Effective 8:00 a.m., June 27, 1998" $25.68 $1.00 $26.68

Payloader Operator (2)

Holdmen (Skilled)* (4) $28.08 $29.08 $30.08

Payloader Operator (2)

Roll Carrier Driver

Stowman

Shoveling Machine Operator

Tractor (semi-track) Driver (On Dock)

Winch Driver

15% ($3.40) Skilled Wage Rate $28.08 $29.08 $30.08

20% ($5.67) Skilled Wage Rate $30.35 $31.35 $31.35

CFS Working Supervisory Clerk

Clerk Supervisor

20% ($4.54) Skilled Wage Rate $29.22 $30.22 $30.22

Lift Truck Operator - Heavy (over 15 tons rated)

Portainer/Hammertop Crane Operator

Shipboard Crane Operator

Shore-based Whirly & Mobile Cranes

Side Pick Operator

Straddle Driver

Top Handler

Trainee

Vessel Clerk Supervisor (Computer)

30% ($6.80) Skilled Wage Rate $31.48 $32.48 $32.48

Chief Supervisor

Planners

Supercargo

Mechanics rates are provided in Memorandum of Understanding. *See Section 3.131 does not apply and these men may be shifted to any longshore work retaining their skill differential.

(2) Men shall be employed for each machine in continuous operation.

(3) Applies to Tacoma, Anacortes and Port Angeles only."

(4) See Section 10.2.

(5) See Section 10.3(2).

Mr. Brian McWilliams, President
International Longshoremen's and Warehousemen's Union
1188 Franklin Street
San Francisco, California 94109

Letter of Understanding

Dear Mr. McWilliams:

During the course of the 1996-1999 PCL&CA negotiations, the parties agreed that on- and near-dock inter-modal rail yards shall have uninterrupted movement of container trains 365 days a year.

If the ILWU longshore division is on strike, the inter-modal domestic cargo shall be loaded, unloaded, delivered and received. If international cargo is struck by a union acting independently of the ILWU longshore locals, then the picket line provisions of the PCL&CA shall apply. In the case of mixed domestic and international intermodal cargo arriving during a strike, the international cargo shall be moved to a first point of rest in order to free the domestic cargo for handling. Domestic cargo is to be determined by the Bill of Lading; if the Bill of Lading shows foreign or international origin or destination, it will not be considered domestic cargo. This exception does not include domestic cargo arriving or departing by vessel.

In applying Section 1.211 Sea-Land may continue to use IBT drivers pursuant to a past practice under the terms of a collective bargaining agreement.

Very truly yours,

William E. Coday

Understanding confirmed:

Brian McWilliams, ILWU President

Mr. Brian McWilliams, President
International Longshoremen's and Warehousemen's Union
1188 Franklin Street
San Francisco, California 94109

Letter of Understanding

Los Angeles/Long Beach Steady Crane Operators

Dear Mr. McWilliams:

During the course of the 1996 Negotiations, the following terms were agreed to for the purpose of the Amendment to the Addenda, Los Angeles/Long Beach Crane Operators, Section D.

a. Steady crane operators shall be paid a maximum guarantee based upon 13 periods of four consecutive payroll weeks in each Contract year as follows:

   Weekly $1,665 (4 weeks = $6,660)
   Daily $333

b. A steady crane operator may work up to a maximum of 20 shifts in each of the 13 periods of four consecutive weeks.

c. All extended hours, flex hours, shift differentials, etc., are included in the guarantee payment described in (a)
Dear Mr. McWilliams:

Very truly yours,

William E. Coday

Understanding confirmed:

Mr. Brian McWilliams, President
International Longshoremen's and Warehousemen's Union
1188 Franklin Street
San Francisco, California 94109

Letter of Understanding

Vessel Planners Supplemental Agreement

Dear Mr. McWilliams:

During the course of the 1996 bargaining, the parties agreed to a Supplemental Agreement covering vessel planners as stated below.

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 the employer and the union, effective upon the signing of the Supplemental Agreement by their employer and the union.

In discussions about this proposal, the Union maintained that the Supplemental Agreement should include the following key points:

1. A training program shall be developed by the parties to ensure qualified registrants for relief, replacement, or expansion.

2. There shall be good faith negotiations between the employer and the union on the terms of the Supplement.

3. The employer shall have the right to select replacements from the registered marine clerks or non-covered employees during a transition period.

It is further agreed that the Supplemental Agreement shall be negotiated by December 31, 1996.

Very truly yours,

William E. Coday

Understanding confirmed:

Brian McWilliams, ILWU President

The parties agreed to print the July 1, 1996 Letter of Understanding regarding Sections 1.13 and 1.131 of the PCCCD in the Addenda of the PCCCD book.

That letter states: "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."

4. MODAT's In Cargo Handling Equipment

The parties discussed the use of longshore equipment operators utilizing mobile display computer remote terminals in cargo handling equipment to receive direction and acknowledge completion for the movement of containers and cargo.

The parties acknowledge that the use of these terminals by longshore equipment operators will not replace the traditional work of marine clerks as outlined in Section I of the PCCCD.

5. M & R Negotiations

This is to confirm that the Coastwise M & R Supplement will include language covering the following provisions: Wages, Training, Registration, Work Assignment, Grievance Procedure, Health and Welfare, Shift Differentials, Discrimination, Tools, Probationary Periods, Hues, and Pensions.

6. San Francisco Steady-Skilled Men

The parties discussed the two shift per week restriction on half work for steady skilled men in Section VI, Item D(6)(d), and noted this provision may result in a conflict with Section 14.76, PCLCD. It was agreed this issue was referred to the local parties for resolution.

7. San Francisco Miscellaneous Dockworkers Agreement Guarantees

The parties agreed that the question of appropriate guarantees for employees working under the San Francisco Miscellaneous Dockworkers Agreement would be resolved in local negotiations, with the understanding that any resolution would adhere to the principles of Section VI, Guarantees, Skilled Rates for All Longshoremen and Clerks.

Very truly yours,

Brian McWilliams, President
ILWU

Date

Mr. Brian McWilliams, President
International Longshoremen's and Warehousemen's Union
1188 Franklin Street
San Francisco, California 94109

Dear Mr. McWilliams:

Letters of Understanding

During the course of the 1996 Coast Negotiations, the Committee discussed the following issues and understandings:

Keyboard Training

The Committee discussed the Union's proposal regarding keyboard training for longshoremen eligible to transfer to clerks' registration. The Committee agreed that individuals would have access to PMA training centers to practice and train on keyboards. Arrangements for these sessions will be made by the local JPLRC's.

Registration of M & R Employees Under The Terms of The Understanding of March 24, 1980

The parties discussed registration under Paragraph I of the above captioned letter of understanding. That paragraph reads as follows:

"1. The Joint Port Labor Relations Committee may mutually agree to grant Class 'B' registration on the first day of the month after completion of three (3), four (4), or five (5) months of continuous service with an employer who is a party to the PCLCD."

The parties agreed that prospectively an M & R employee will be registered upon completion of three (3) months of continuous service provided his performance is satisfactory and he is recommended by his employer.

3. Sections 1.13 and 1.131 — PCCCD

The parties agreed to print the July 1, 1984 LeKer of the PCLCD in the Addenda of the PCCCD book.

That letter states: "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."

Brian McWilliams, President
ILWU

Date

Mr. Brian McWilliams, President
International Longshoremen's and Warehousemen's Union
1188 Franklin Street
San Francisco, California 94109

Dear Mr. McWilliams:

Let us know of any additional information you require.
## Wage Schedule: Longshore, Clerk, and CFS Rates

### Wage Schedule: Longshore, Clerk, and CFS Rates

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**1996/97**

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<th>Hourly Rate</th>
<th>Hours Wages</th>
<th>4 Weeks</th>
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**1997/98**

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SECTION 17.0

Section Outline

GENERAL AND MARINE RAIL SAFETY SECTION

rail rules will remain in their present

to introduce new terms to describe recent developments in marine rail tech-

Glossary

Brake, air:

Flying switch:

Frog:

String, internodal:

Switch keys:

Protected track:

Point, guarding the:

Rail spur

track vehicle:

CICai

17.01

Introduction

17.0 General

17.6 Communications

17.7 Safe Work Practices

17.01

Introduction

17.0 General

17.6 Communications

17.7 Safe Work Practices

SECTION 17.0

GENERAL AND MARINE RAIL SAFETY SECTION

SECTION 17.2

RAILTERMINAL ACCESS/EXCESS

Rail operation logs shall be kept in accordance with state and federal regulations.

The railpusher shall be informed of any

Railroad cars shall not be moved until it

rail cars, it shall be ascertained that cas

Rail Plan

Rail Terminal Access/Excess

Train Movements

Central Devices

Supervision

Contents

Safety Work Practices

17.04

INTRODUCTION TO SECTION 17, PCMSC

The Joint Pacific Coast Marine Safety Conference has added a new Section 17, (General and Marine Rail Safety Rules) to the PCMSC. All existing rail rules that were previously in the railroad safety code have been duplicated in this section. These rail rules will remain in their present sections until 1999, when they will appear only in Section 17. The Joint Committee has developed a new format for Section 17 which is outlined in the beginning of this section.

A glossary has been added to standardize terminology that has traditionally been used in rail operations. Several terms to describe recent developments in marine rail technology. The Joint Committee recognizes that this is both a new section in a new format and well consists of recommendations for consideration only to be submitted to the Joint Port/Port Co-Commission Prevention Committee.

SECTION 17.02

Glossary

Brakes, air:

Brakes, hand:

Magnetic wheel used for setting mechanical brakes.

Car, intermodal:

A series of three (3) or four (4) permanently coupled containers

Clear track vehicle:

(1) A multipurpose power vehicle with clean containers used to push railcars, (2) a large plow.

Control device:

Appropriately colored cones, flags, lights, lanterns, signs, and block signals, point and switch.

Cushion Coupler:

The device on rails that joins railcar to railcar.

Decelerator:

A device to protect tracks when switches cannot be lined away and locked out.

Flying switch:

A switch fixed in a track where a railcar is blocked with the fly without power or brakes.

Frog:

Rail arrangement that facilitates tracks to cross each other in a figure semi-angle to allow one rail to cross another rail.

Gangway, intermodal:

An open top railcar specifically designed to carry passengers on trains and shuttle local configurations.

Habitation:

Movement of railcars within a facility.

Point, guarding the:

"Guarding the point" is defined as containing the at risk and a train accounting or operating unit.

Power Unit:

Locomotive a.k.a. "loco."

Protected track:

A rail track that has been closed to entry by the placement and utilization of automatic devices.

Poster:

A small portable sign used for inter-terminal switching.

Rail spur:

Any railroad track other than a main line track.

Sign, intermodal:

A sign or sign used for inter-terminal switching.

Switch:

A mechanical or automated device that opens or closes a rail spur at the SP-PCMSC.

SECTION 17.1

WRITE TRAIN SAFETY PLAN

Rewrite Plan

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Employees with rail facilities shall develop and post a map or map of the terminal yard, rail tracks, loading and shipping tracks, rail spurs, yard, track location, switches, vehicles and material handling equipment, such as railcars, containers, railcars, containers, scaffolding, cisterns, railcars, railcars, containers, and crossover points, positioning lane, for the control, coordination, control and coordination, and rail crossing points, freight handling, and coordination, control and coordination, control, coordination, and rail crossing points, railcars, railcars, and coordination, control

Rule 1901.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1710.

Add Rule to New Section 17, WRITTEN RAIL PLAN, of the PCMSC to Read:

The employer shall have a written procedure for the safety of all units that may be affected by any operation, and procedures used in the plan shall address the servicing of personnel not under the supervision of the employer, i.e., railroad personnel, as well as other personnel as the employer may determine.


Add Rule to New Section 17, Written Rail Plan, of the PCMSC to Read:

The plan shall also address the servicing of personnel not under the supervision of the employer, i.e., railroad personnel, as well as other personnel as the employer may determine.

Rule 1712.

Add Rule to New Section 17, RAILTERMINAL ACCESS/EXCESS, of the PCMSC to Read:

Railcars shall be controlled and identified by method and location and shall be conducted with safety track regulations.

Rule 1713.

Add Rule to New Section 17, RAILTERMINAL ACCESS/EXCESS, of the PCMSC to Read:

Switches shall be numbered, marked, and equipped with caution signs to prevent switching.

Rule 1714.

Add Rule to New Section 17, Train Movements, of the PCMSC to Read:

Prior to a train moving a terminal facility, a person of the terminal shall be notified by supervisors of adjacent operations.

Rule 1715.

Add Rule to New Section 17, Train Movements, of the PCMSC to Read:

Train Movement logs shall be created, maintained, and available and provided with a list of operators.

Rule 1716.

Add Rule to New Section 17, Train Movements, of the PCMSC to Read:

Railcars shall have a positive method of operation in their movement and control and the movement of signals.

Rule 1717.

Add Rule to New Section 17, Train Movements, of the PCMSC to Read:

Train Movement logs shall be created, maintained, and available and provided with a list of operators.

Rule 1718.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Employees with rail facilities shall develop and post a map or map of the terminal yard, rail tracks, loading and shipping tracks, rail spurs, yard, track location, switches, vehicles and material handling equipment, such as railcars, containers, railcars, containers, scaffolding, cisterns, railcars, railcars, containers, and crossover points, positioning lane, for the control, coordination, control and coordination, control, coordination, and rail crossing points, railcars, railcars, and coordination, control

Rule 1719.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1720.

Add Rule to New Section 17, RAILTERMINAL ACCESS/EXCESS, of the PCMSC to Read:

The employer shall have a written procedure for the safety of all units that may be affected by any operation, and procedures used in the plan shall address the servicing of personnel not under the supervision of the employer, i.e., railroad personnel, as well as other personnel as the employer may determine.

Rule 1721.

Add Rule to New Section 17, RAILTERMINAL ACCESS/EXCESS, of the PCMSC to Read:

Switches shall be numbered, marked, and equipped with precaution signs to prevent switching.

Rule 1722.

Add Rule to New Section 17, Train Movements, of the PCMSC to Read:

Prior to a train moving a terminal facility, a person of the terminal shall be notified by supervisors of adjacent operations.

Rule 1723.

Add Rule to New Section 17, Train Movements, of the PCMSC to Read:

Train Movement logs shall be created, maintained, and available and provided with a list of operators.

Rule 1724.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Employees with rail facilities shall develop and post a map or map of the terminal yard, rail tracks, loading and shipping tracks, rail spurs, yard, track location, switches, vehicles and material handling equipment, such as railcars, containers, railcars, containers, scaffolding, cisterns, railcars, railcars, containers, and crossover points, positioning lane, for the control, coordination, control and coordination, control, coordination, and rail crossing points, railcars, railcars, and coordination, control

Rule 1725.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1726.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1727.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1728.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1729.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1730.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.

Rule 1731.

Add Rule to New Section 17, WRITTEN RAIL SAFETY PLAN, of the PCMSC to Read:

Rail operation logs shall be kept in accordance with state and federal regulations.
Relocate Existing PCMSC Rule 1144 to New Section 15, Safe Work Practices. Rule 1746. Where workers are working in or on other equipment, work clothes shall not be worn on top of rails, tugs, fir gigs or gangways.

Relocate Existing PCMSC Rule 1146 to New Section 15, Safe Work Practices, as Revised Below.

When a crane is on or near a railroad track, or when containers are being handled with a crane, the crane shall be in radio communication with the crane operator. The fall arrest system shall be attached to a tie-off point. The fall arrest system shall be capable of sustaining at least twice the potential impact load of an employee's fall when certified by a qualified medical examiner. The potentiometric fall arrest system shall be attached to a tie-off point, the above limits shall be exceeded.

Further to New Section 15, Safe Work Practices, as Revised Below.

That is on, the container been is alive. When workers are tied off to a live beam, the crane shall operate only in "slow motion" or "slow mode." Where twenty foot containers are stowed in a forty foot container lift, the crane shall operate only in "slow motion" or "slow mode.

When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur. When reefer containers are being lashed/unlashed, supervision shall be present to ensure that gravity lashing does not occur.