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Union ILWU (International Longshore and Warehouse Union) AFL-CIO

Local Locals 91, 92, 94, and 98, Units 29 and 46

Occupations Represented
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Full text contract begins on following page.

PACIFIC COAST
WALKING BOSSES
AND
FOREMEN'S AGREEMENT

July 1, 1999 – July 1, 2002

Between

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION

*(Locals 91, 92, 94 and 98,
and Units 29 and 46)*

and

PACIFIC MARITIME ASSOCIATION

Name _____

Port _____

Local No. _____ Reg. No. _____

**Pacific Coast Walking Bosses & Foremen's
Agreement**

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ILWU-PMA PACIFIC COAST WALKING BOSSES and FOREMEN'S AGREEMENT

THIS AGREEMENT, effective July 1, 1999, is by and between PACIFIC MARITIME ASSOCIATION (herein called the "Association"), on behalf of its members (hereinafter designated as the "Employers" or "the individual employer"), and Locals 91, 92, 94 and 98, and Units 29 and 46 of the International Longshore and Warehouse Union (hereinafter designated as the "Union"), said Locals and Units representing the Walking Bosses and Foremen in California, Oregon and Washington, and all employees performing work under the scope, terms and conditions of this Agreement.

The parties hereto are Locals 91, 92, 94 and 98 and Units 29 and 46 of the International Longshore and Warehouse Union and the Pacific Maritime Association. All property rights in and to the Pacific Coast Walking Bosses and Foremen's Agreement are entirely and exclusively vested in the Pacific Maritime Association and Locals 91, 92, 94 and 98 and Units 29 and 46, respectively, and their respective members. In the case of the above named Locals and Units of the International Longshore and Warehouse Union, a majority of the members of both the individual and combined Locals and Units covered by this Agreement shall be necessary to designate any successor organization holding property rights and all benefits of this Agreement, and if an

election is necessary to determine a majority of both individual and combined Locals and Units 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 that such designation or election is not in conflict with any paramount authority or lawful or statutory requirements.

SECTION 1

JURISDICTION AND RESPONSIBILITIES

1.1 The Employers recognize the Walking Bosses and Foremen as direct supervisory representatives of the Employers in the performance of all cargo handling stevedoring activities covered under the Pacific Coast Longshore Contract Document. They shall have the responsibility and authority to supervise, place or discharge men and to direct the work and activities of longshoremen on the job in a safe, efficient and proper manner. They shall perform their customary duties in accordance with this Agreement and the directions of their Employers with due respect to the interests and requirements of the job and their Employers. The customary duties assigned herein to Walking Bosses/Foremen shall not be assigned to others. It is the intent of this Agreement to preserve the existing work of employees covered herein.

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.

2.11 Employees shall go to midshift meals as directed by the employer. Except as provided in Section 2.12, when Walking Bosses/Foremen are directed to work through the meal period supervising men or gangs, they shall receive payment for the meal hour at the overtime rate of 1.5 times the straight time rate.

2.12 When so ordered, Walking Bosses/Foremen shall work 6 hours, exclusive of extended time hours, without a mid-shift meal on all vessels. Walking Bosses/Foremen will then be released with payment for the full shift in accordance with Section 3.11.

2.2 The first shift, second shift and third shift, including extensions or exceptions thereto, shall be the same for Walking Bosses/Foremen as for the longshoremen they supervise.

2.3 Work and payment of extended time for 30% men. 30% Walking Bosses and 30% Key Foremen shall work and/or be paid 2 hours extended time on each day shift, second shift and third shift.

2.31 The amount of extended time on all shifts may be divided before or after the shift as determined by the employer.

2.32 When an individual Walking Boss or Foreman works through both the second and third shifts, the 2 shifts shall be treated separately and the man shall be paid on the basis of 2 dispatches.

2.33 Where the employer determines that unusual or emergency conditions require men to be on the job in excess of the normal extended hours, they shall be paid for actual time worked.

2.4 Time-in-lieu. When longshoremen are paid “time-in-lieu,” equivalent individual time shall be paid automatically to the Walking Boss/Foreman directly supervising the longshoremen who are paid the “time-in-lieu.”

2.5 Extended shift violations. When longshoremen are paid hour-for-hour for extended shift violations, equivalent time shall be paid to the ship Walking Boss or the ship Foreman directly supervising the longshoremen who are paid.

2.51 Where a Hatch Foreman is employed (Los Angeles) the payment shall be made to the Hatch Foreman, rather than the Ship Foreman.

2.6 Walking bosses/foremen shall be limited to ten hours’ pay per shift with the understanding that walking bosses/foremen 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, walking bosses/foremen shall be entitled to one hour additional pay up to a maximum of 12 hours per shift.

SECTION 3

GUARANTEES

3.1 Daily guarantee. The principles of the 8-hour guarantee as set forth in the Pacific Coast Longshore Contract Document shall, where applicable, be extended to this Agreement. Additionally, the following supplementary rules shall apply:

3.11 30% Walking Bosses and 30% Key Foremen shall be paid 2 hours extended time when they are turned to at the beginning of any standard longshore work shift; when turned to on straight time days, their guarantee shall be 8 hours straight time and 2 hours overtime. 20% Foremen shall be paid 1 hour

extended time when they are turned to at the beginning of any standard longshore work shift; when turned to on straight time days, their guarantee shall be 8 hours straight time and 1 hour overtime. (This section does not supersede Sections 3.12 and 3.13 below.)

3.111 Foremen/Walking Bosses may be required to work shift extensions. Shift guarantees shall not automatically be increased by revisions to the PCLCD which provide that longshoremen can work certain types of ship and dock jobs starting 1 hour before or extending 1 hour after the standard shift.

3.12 If longshoremen do not show or fill when a ship is ready to work, a Walking Boss/Foreman who reports as ordered shall receive a 4-hour guarantee. Walking Bosses/Foremen entitled to extended time before the shift commences shall receive that time in addition to the 4-hour guarantee.

3.13 Inclement weather.

3.131 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. Extended time “before” the shift shall also be payable.

3.132 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. Extended time “before” the shift shall also be payable.

3.133 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. Extended time “before” and after” shall be payable.

3.134 Any dead time resulting from bad weather shall be paid at the applicable rate of pay for the shift involved.

3.2 Monthly guarantee for steady employees. No provision of this Agreement shall preclude employment of men under this Agreement on a steady, monthly guarantee basis by any one of the Employers. Men so employed shall be available to their employer as determined by their employer. The monthly guarantee for such steady employees shall be the monetary equivalent of 200 hours per month at the applicable 20% or 30% straight time rate. During any month that men work at both the 20% rate and 30% rate, the monthly pay guarantee shall be at the rate at which 50% or more of the monthly hours have been worked.

3.21 Weekly payment for steady employees. Steady employees shall receive a weekly payment if necessary, as an advance against their monthly guarantee, so that each week they are paid at least the equivalent of 50 hours at the straight time rate of pay. It is understood that this procedure does not change the monthly guarantee and may result in the necessity of an end-of-the-month adjustment to comply with the monthly guarantee.

3.22 Weekly day off for steady employees. Steady employees shall be entitled to 1 full day off each payroll week having due regard for the work load of the Employer.

3.3 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 action or because of work stoppages by other unions.

SECTION 4

WAGES

4.1 Wage Rates

4.11 The basic straight time hourly rate of pay for Walking Bosses/Foremen shall be as follows:

30% WALKING BOSSES/FOREMEN

Effective 8:00 a.m., July 3, 1999 . . . \$35.30

Effective 8:00 a.m., July 1, 2000 . . . \$35.90

Effective 8:00 a.m., June 30, 2001 . . . \$36.50

20% WALKING BOSSES/FOREMEN

Effective 8:00 a.m., July 3, 1999 . . . \$32.70

Effective 8:00 a.m., July 1, 2000 . . . \$33.30

Effective 8:00 a.m., June 30, 2001 . . . \$33.90

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 Shift Rates and Overtime Rates.

4.131 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.

4.132 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.

4.14 Payment of Rates.

4.141 *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.

4.142 *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, 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 standard 8-hour second shift Monday through Friday, and for all hours worked on the second shift on Saturday, Sunday, and Agreement Holidays.

4.143 *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, 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 Rate of Pay.

4.21 The hourly rate of pay for training shall be the employee's straight time rate as set forth in Section 4.11.

4.3 Penalty cargo rates. Payment of penalty cargo rates, as set forth in the Pacific Coast Longshore Contract Document, shall apply to that Walking Boss/Foreman directly supervising the handling of the penalty cargo.

4.31 In ports where key Foremen are employed, the key Foremen shall receive the prevailing penalty if 50% or more of the longshore gangs on a ship are receiving the penalty.

4.32 When 2 Dock Walking Bosses/Foremen are employed and 50% or more of the dock gangs are receiving penalties, both Dock Walking Bosses/Foremen shall receive the prevailing penalties. If less than 50% of the dock gangs are receiving penalties, only 1 Dock Walking Boss/Foreman shall receive the penalty.

4.4 Subsistence and lodging. Subsistence and lodging, when payable as provided in local supplements, shall be paid at the rate of \$14.00 per meal and at the rate of \$80.00 per night for lodging.

4.5 Mileage Allowance.

4.51 When payable under local travel provisions, the amount of travel allowance shall be the maximum non-taxable mileage rate in accordance with IRS standards.

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

4.53 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.

4.54 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.

4.6 Travel between ports.

4.61 Local agreements or understandings in effect in Washington and Oregon with respect to traveling men between ports shall continue.

4.62 With respect to California, it is agreed that the regular Foremen in the ports of San Diego and Port Hueneme are considered to be in a “limited work opportunity port” status as defined in the Addenda to the Pacific Coast Longshore and Clerks’ Agreement, and the travel provisions contained therein shall be applicable to such Foremen. It is also agreed for this provision that these travel provisions shall be applicable to the regular Foremen in Eureka for travel into the Oregon/Columbia River Area.

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, plus applicable extended hours in accordance with the Agreement.

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 to qualify for a 1-week basic vacation.

5.313 In addition to Sections 5.311 and 5.312, employees receiving their job assignments through the dispatch hall must meet the availability requirement of the Pay Guarantee Plan 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 work days, i.e., Martin 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 requirements 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.

5.32 Payment. Registered employees eligible for a "paid holiday" shall receive pay equivalent to 8 hours at the straight time rate.

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 that payday which is the regular pay day for disbursing payroll checks for the payroll week in which the "paid holiday" falls. The Pacific Maritime Association shall be the disbursing agent for such payments.

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.

5.35 Paid holiday" hours shall not count toward Vacation and Welfare eligibility.

SECTION 6

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 17, 1972, as amended through August 20, 1993.

Preamble

The basic intention of the Pay Guarantee Plan is to provide a weekly income to eligible registered Walking Bosses and Foremen whose earnings have been reduced below minimum levels as described herein. Only registered Walking Bosses and Foremen identified as "hall men" are eligible to participate in the Pay Guarantee Plan.

6.1 Financing.

6.11 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	(7/3/99 to 7/1/00)	.....\$747,365
Second year	(7/1/00 to 6/30/01)	.....\$490,800
Third year	(6/30/01 to 6/29/02)	.....\$490,800

6.12 The contingent liability set forth above will be made available to meet the Plan's payout requirements at the end of a payroll week as follows:

Contract Year	Contract Year Week No.	Weekly Contingent Liability Amount
1	.....1	\$118,790
1	.....2 - 52	12,325
2	.....1 - 52	9,440
3	.....1 - 52	9,440

6.13 At the end of the first payroll week if the benefits that have been paid are less than \$118,790, the unused portion will be made available for the next payroll week(s). Thereafter, the unused portion 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 contract period.

6.2 Benefits.

6.21 A man's Pay Guarantee Plan payment is the difference between his earnings for the week and 38 hours times the applicable Walking Boss/Foreman straight time rate.

6.211 Those 20% Foremen, in ports where applicable, shall be identified for Pay Guarantee Plan payment purposes.

6.22 No Walking Boss/Foreman shall be eligible for Pay Guarantee Plan 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.

6.23 Payment of PGP shall be suspended when a man's PMA quarterly payroll earnings of total compensation received, excluding vacation pay, exceeds in any payroll quarter the following amounts:

First contract year	\$17,600 each payroll quarter
Second contract year	17,600 each payroll quarter
Third contract year	17,600 each payroll quarter

6.3 Earnings.

6.31 A Walking Boss' or Foreman's "earnings" shall be the sum of all compensation received during the payroll week, including such payments as straight time, overtime, penalty overtime, skill pay, penalty cargo pay, travel time pay, pay for vacation, pay for paid holidays, jury duty pay and state unemployment benefits. A Walking Boss or Foreman must apply for unemployment benefits if he is eligible for them to maintain weekly eligibility for PGP payments.

6.311 Earnings shall include all payroll adjustment payments, including monetary claims paid as a result of LRC or arbitration decisions. Such compensation shall be added to the man's payroll record during the payroll week that such payments are earned.

6.3111 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.

6.312 If an individual's PMA earnings are less than the state unemployment compensation benefit for a given week and evidence is not submitted showing that he has applied for unemployment compensation together with the amount to which he is entitled, his earnings record for that week will be increased by the difference between his actual earnings in the given week and the guarantee maximum limit.

6.3121 An employee shall not be eligible for PGP in any week for which:

- (a) 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

- (b) he has failed to establish entitlement for a State Unemployment Compensation benefit, if such failure is due to employment not covered by this Agreement.

6.31211 Any employee who receives PGP in violation of Section 6.3121 shall be disqualified from receiving PGP for the life of this contract, or 12 months, whichever is longer.

6.31212 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.

6.313 An individual's earnings shall include earnings as a longshoreman or clerk for the purposes of this Pay Guarantee Plan.

6.4 Eligibility.

6.41 Walking Bosses or Foremen will not be eligible for benefits under this Pay Guarantee Plan while they work continuously on a steady basis for an employer and are covered by a guarantee for which that employer is responsible. Walking Bosses and Foremen will be eligible for benefits under this Plan if they are "hall men," that is, customarily available for work for various employers and dispatched by the hall to such work as required. When a man ceases to work on a steady basis for an employer and becomes a "hall man," he will be added to the eligibility list described in Section 6.42 if he satisfies the requirements of that section.

6.42 The PGP eligibility list shall include only those registered men who in the preceding payroll year were paid at least a basic 1-week vacation.

6.43 A man who is on the eligibility list will be eligible for Pay Guarantee Plan benefits for any week in which he was available for work on the 5 days, Monday through Friday inclusive, and failure to meet this availability requirement shall disqualify the employee from participation in Pay Guarantee Plan benefits for the week in which the failure occurs.

6.431 When a paid holiday is observed on Monday through Friday, a man on the eligibility list will be eligible for Pay Guarantee Plan benefits for such week by being available for work Monday through Friday, less the day on which the paid holiday is observed.

6.432 At the close of each payroll week the Joint Chief Dispatcher or other person jointly designated shall furnish PMA the joint records of all men available but not dispatched, and those who flopped, for each day of the payroll week. PMA shall use a combination of days on the job plus "availability" in the joint hall to determine eligibility and calculate Pay Guarantee Plan payments.

6.44 Authorized visitors. Men who are granted clearance by the home port LRC and approval by the visited port LRC to work as a "visitor" shall be entitled to a guarantee payment in the port they are visiting.

6.441 When visitors return to their home port their earnings, for guarantee purposes, shall be their actual earnings.

6.442 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.

6.45 Unauthorized visitors. Unauthorized visitors are men visiting and working in other than their home port without having obtained the clearance and approval of the Labor Relations Committees of both ports.

6.451 Unauthorized visitors are not entitled to a guarantee payment in the port visited. They are, however, entitled to a guarantee payment in their home port provided they meet the 5 days, Monday through Friday inclusive, availability requirement and qualify in their home port.

6.4511 Earnings paid to unauthorized visitors shall be included in their earnings record in determining guarantee payment eligibility in their home port.

6.452 Unauthorized visitors shall not be dispatched in the visited port until all available registered men in the port have been dispatched.

6.46 Transfers. Men who are transferred to another port under the provisions of the Agreement will be eligible to qualify for Pay Guarantee Plan benefits in the port to which they are transferred under the following provisions:

6.461 Transfers are to become effective at the beginning of a payroll week (8:00 a.m. Saturday).

6.462 Transferees shall retain their own individual records of earnings.

6.5 Availability.

6.51 “Availability” on any given day is defined to mean working or being available to work and employment is not offered.

6.52 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. It is also recognized that some employees only make themselves available to work days, that some employees only make themselves available to work nights, and that some employees make themselves available to work either days or nights.

6.521 In certain ports, the work force historically has been available for work for both the day and night shifts. In such ports men shall make themselves available for both shifts in accordance with rules to be adopted by the JLRC.

6.522 A man's earnings record for the preceding payroll year will establish the basis, day and/or night, for which he will be given credit for availability on any given day or night shift. A man can change his day and/or night availability pattern provided he notifies and receives the concurrence of the Joint Labor Relations Committee.

6.523 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.

6.53 Each dispatcher shall maintain an eligibility list and shall record availability for each port in the manner and form determined by PMA for such purpose. A form for this purpose is to be transmitted to PMA for each weekly payroll period.

6.531 Any dispute as to a man's availability shall be promptly processed through the contract grievance machinery.

6.54 "Availability credit" toward the requirement of being available for work on the 5 days, Monday through Friday inclusive, will be given for each day on the following basis:

6.541 For each day or night that a man has worked, provided that no more than a single day's credit shall accrue in a 24-hour period of 8:00 a.m. to 8:00 a.m.

6.542 For each day or night that a man makes himself available for work in accordance with local check-in procedures.

6.5421 Men checked in for work who refuse any work opportunity will not be given “availability credit.”

6.55 Men who are absent because of illness, injury, Union employment, military service, leave of absence, disciplinary time off, incarceration or for any other reasons, whether it be authorized or unauthorized, shall not be entitled to a guarantee payment for any payroll week during which they fail to meet the 5 days, Monday through Friday inclusive, availability requirement.

6.551 Men verified to be absent because of a bona fide medical or legal appointment shall not lose PGP eligibility if instead they make themselves available on the next Saturday or Sunday.

6.552 Men who are absent because of jury duty shall have their jury duty days Monday through Friday counted toward availability and their jury duty pay shall be used to offset PGP payments.

6.56 Men engaged in Union employment related to joint contract administration shall, however, be considered as “available” for guarantee purposes and earnings received for such employment shall be included in determining their eligibility to qualify for a guarantee payment.

6.6 Work stoppages.

6.61 A work stoppage by any longshore or clerk local in violation of Section 11.1 of the PCL&CA which precludes the employment of Walking Bosses or Foremen during such work stoppage shall not disqualify the affected Walking Bosses or Foremen from payment during the payroll week that the violation occurs; provided, however, that a port-wide or area-wide work stoppage by either a longshore or clerk local shall disqualify affected Walking Bosses or Foremen during that payroll week.

6.611 A work stoppage by a Walking Bosses' or Foremen's local in violation of Section 11 of this Agreement shall disqualify all Walking Bosses/Foremen in the port from payment during the payroll week that the violation occurs.

6.62 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. In each week a coastwise work stoppage occurs, the Employers' obligation will be reduced by the amount which was to be available for that payroll week.

6.63 An unauthorized stop-work meeting in violation of Section 12.3 of the Pacific Coast Longshore and Clerks' Agreement or Section 12.1 of the Pacific Coast Walking Bosses' and Foremen's Agreement is considered to be a work stoppage by any local in violation of Section 11.1 of those Agreements.

6.64 Unauthorized non-work days or non-work shifts are considered to be a work stoppage by any local in violation of Section 11.1 of the PCL&CA or Section 11.1 of the Pacific Coast Walking Bosses' and Foremen's Agreement.

6.65 In the event that unions other than those signatory to the PCL&CA have work stoppages or there occurs an Act of God (described herein as "force majeure") that creates a need to provide Pay Guarantee payments in a port, area or on a coastwise basis for a period extending beyond 1 payroll week, Pay Guarantee Plan payments will be suspended in the port, area or coastwise, as applicable, until work can be resumed.

6.651 Work stoppages by such other unions include any strike or picketing creating a situation in which cargo cannot be worked.

6.7 Abuses.

6.71 The Parties agree that 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. Either party at the Coast level may propose changes to prevent abuses, and if they cannot agree the matter shall be presented to the Coast Arbitrator whose decision shall be final and binding.

6.72 To correct abuses in a port, the registered work force may be dispatched under rules agreed to by the Joint LRC, which rules must be observed after implementation to avoid unwarranted Pay Guarantee Plan payments. Disagreement over implementation of any rule or failure by the Joint LRC to agree on any other alleged abuses within 10 days, shall be subject to prompt and final determination by the Area Arbitrator. An Area Arbitrator's decision shall be restricted to the port involved.

6.8 General Provisions.

6.81 Travel provisions. Historically, travel between ports has been an accepted and essential part of the Agreement, and neither the Union nor any of its locals or units will endeavor to create travel or nontravel situations which would result in payments under the Pay Guarantee Plan to which the registered men would not otherwise be entitled. It is the Employer's option to require travel in order to provide work where such travel is customary or feasible.

6.811 Travel between ports shall continue in accordance with customary dispatch procedures and travel practices. All Walking Bosses/Foremen are required to travel from port to port at the Employers' option except as provided in Section 6.8111 below.

6.8111 Each local LRC 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.

6.812 Men not on the “travel exempt” list who refuse to accept travel orders shall not be entitled to a guarantee payment during the payroll week of such occurrence.

6.8121 The availability record maintained by the dispatcher shall indicate such refusal to travel.

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

6.82 Dispatchers.

6.821 Full-time dispatchers shall be excluded from participation in the Pay Guarantee Plan.

6.8211 When such full-time dispatchers leave their employment and return to Walking Boss/Foreman work, they shall be eligible to qualify for Pay Guarantee Plan benefits based on their actual earnings.

6.822 Part-time dispatchers, men who perform dispatching duties and also work as a Walking Boss/Foreman, shall be eligible to qualify for Pay Guarantee Plan benefits based on their combined earnings.

6.83 Men employed by nonmembers of PMA. Earnings of men employed on a regular or casual basis by an employer who is signatory to a Nonmember Participation Agreement shall be included in determining their eligibility for Pay Guarantee Plan benefits.

6.84 Payroll processing. All payrolls for Walking Bosses/Foremen, including any former direct payments made by

member companies and payrolls of Employers signatory to a Nonmember Participation Agreement, shall be processed through the PMA Management Information Services.

6.85 Vacations. Vacation weeks to which a man is entitled, for PGP purposes, shall be taken in 5-day units of Monday through Friday. No man shall be entitled to a guarantee payment for any payroll week while on vacation.

It is understood that a man may take his vacation in increments of any 5 days provided that the man is disqualified for PGP payments for that number of payroll weeks which equates with his weeks of vacation entitlement (*Letter of Understanding dated 7/27/84.*)

6.851 Vacation earnings will not be added to the man's earnings records when vacation checks are disbursed but will be added during the payroll week(s) when the vacation is taken.

6.8511 The availability record maintained by the dispatcher shall indicate when a man is on vacation.

6.852 If, at the end of the payroll year, records indicate that a man has not taken the weeks of vacation for which he was paid, the man shall be disqualified for PGP payments for a like number of weeks at the beginning of the next payroll year.

6.86 Fringe Benefit Eligibility.

6.861 All Pay Guarantee Plan hours for which a man is eligible for payment shall count toward his Welfare Plan and Pension Plan eligibility. A man's Pay Guarantee Plan hours will be calculated by dividing the Pay Guarantee Plan payments for which he is eligible by the basic straight time rate.

6.87 Special provision applicable only to San Diego and Port Hueneme.

6.871 Each Joint Port LRC shall establish lists of men who shall have priority in performing the work of Foremen.

6.8711 There shall be a list of individuals to be called “Regular” Foremen. The individuals on this list shall have first priority for work as Foremen. They shall be eligible for participation in the Walking Bosses/Foremen Pay Guarantee Plan and shall have the same rights and privileges accorded Walking Bosses/Foremen in ports under the jurisdiction of Locals 91, 92, 94 and 98.

The number of individuals to be included on the list of “Regular” Foremen shall be 3* in San Diego and 4* in Port Hueneme. There shall be no additions to the stated number of “Regular” Foremen during the term of the Agreement, unless mutually approved by the Parties at the Coast negotiating level. (*Minus attrition during the term of the Agreement.)

6.8712 Secondly, there shall be a list of men to be called “supplementary” Foremen. The men on this list shall have second priority for work as Foremen. They shall not be eligible for participation in the Walking Bosses/Foremen Pay Guarantee Plan. The number of men to be included on the list of “supplementary” Foremen shall be 6 in San Diego and 2 in Port Hueneme. The Joint Port LRC shall have the authority, when conditions subsequently warrant, to make additions to or subtractions from the list of “supplementary” Foremen.

6.8713 Any disagreement as to individuals to be placed on the lists shall be promptly resolved through the contract grievance machinery with the Area Arbitrator’s decision being final and binding.

6.8714 Compensation received for working as a longshoreman or clerk shall be included as earnings described in the Pay Guarantee Plan.

6.8715 Foremen eligible to participate in this Pay Guarantee Plan shall include all men on the “regular” Foreman list provided in Section 6.8711, except those “regular” Foremen employed on a steady basis by any single employer under a monthly guarantee for which that employer is responsible. It is the option of an employer to employ or to not employ a Foreman on a steady, monthly guarantee basis.

6.8716 Failure by any Foremen’s unit to implement the provisions of Section 6.87 and its subsidiary subsections shall disqualify such unit from participation in the Walking Bosses/ Foremen Pay Guarantee Plan.

6.88 Special provision applicable only to Eureka.

6.881 The number of men to be included on the list of registered Walking Bosses in Eureka shall be 3, minus attrition during the term of the Agreement. There shall be no additions to this number during the term of the Agreement, unless mutually approved by the Parties at the Coast negotiating level.

6.89 Grievances. Disputes arising over the interpretation or application of these Rules shall be referred directly to the Parties at the Coast level and, if resolution cannot be reached by them, the issue(s) shall be presented to the Coast Arbitrator whose decision shall be final and binding.

SECTION 7

VACATIONS

7.1 Computation of vacations. In any payroll year each Walking Boss/Foreman 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 prevailing on January 1 of the calendar year in which vacations are paid.

7.11 Basic vacation.

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

<u>Average Port Hours</u>	<u>Qualifying Hours</u>			
	<u>Under Age 60</u>		<u>Age 60 and Over</u>	
	<u>1 Week</u>	<u>2 Weeks</u>	<u>1 Week</u>	<u>2 Weeks</u>
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.

7.112 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 men 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 men in any registration classification.
- (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 Section 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 Section 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 Section 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 applicable straight time hourly rate as set forth in Section 7.1.

7.14 Within each range of 100 paid hours accumulated in excess of 1400 hours, 2 additional hours of vacation pay shall accrue up to but not exceeding an additional 20 hours of vacation pay, in accordance with the following schedule:

Hours Paid	Additional Vacation Hours
1,401 through 1,500	2
1,501 through 1,600	4
1,601 through 1,700	6
1,701 through 1,800	8
1,801 through 1,900	10
1,901 through 2,000	12
2,001 through 2,100	14
2,101 through 2,200	16
2,201 through 2,300	18
2,301 or over	20

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 Walking Boss/Foreman 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 Walking Boss/Foreman 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. A Walking Boss/Foreman who has received pay for work under this Agreement in more than 1 port area during the preceding payroll year must file a claim in the port where he is registered by February 1 of the calendar year in which vacations are paid, setting forth the details of his employment during the preceding payroll year.

7.23 Registered Walking Bosses/Foremen shall be credited with hours paid for 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 Walking Bosses/Foremen 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 State or Federal Compensation Act 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 Walking Boss/Foreman 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 Walking Boss/Foreman is absent less than the full calendar year, he shall receive only proportionate credit for qualifying time.

7.265 Any Walking Boss/Foreman 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 7.131 for a third week of vacation must satisfy the requirements of Section 7.1311, 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 Walking Boss/Foreman has been paid for work in part of the year both by the Union or its Walking Boss/Foreman 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 Walking Boss/Foreman entitled to a vacation shall take his vacation at the time scheduled.

7.33 A registered Walking Boss/Foreman 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 Walking Boss/Foreman 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 Walking Boss/Foreman 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. PMA and the Union will review and analyze the Vacation Claims Process for vacations paid during the January/February 2000 vacation payment cycle. Based on this review, expedited claims processes will be developed so that, in the following year (2001), vacations will be paid in the first full payroll week of February. 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 1 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 AND REGISTRATION

8.1 Dispatching.

8.11 Currently existing dispatching offices shall be continued and supported by the local parties as provided in local supplements. (*See Addenda, Dispatch Hall Costs.*)

8.111 Effective August 1, 1999, all areas shall have seven-day ordering and dispatching procedures for Walking Bosses/Foremen. This means that orders for Sunday night shifts and Monday day shift will be taken on Sundays.

8.12 The employer shall have the right to select, assign and terminate Walking Bosses or Foremen to be used on a job and nothing in this Agreement shall be deemed to authorize or per-

mit the establishment of a rotational system of employment of Walking Bosses or Foremen.

8.121 An exception to Section 8.12 shall apply to the dispatch of hall men in the Los Angeles/Long Beach area. The dispatch of such men is governed by provisions of the local agreement.

8.2 Registration.

8.21 The local parties shall maintain a list of Walking Bosses/Foremen, such lists to include both casual or extra and steadily-employed men.

8.22 When additions to the registered list are to be made, the selection of such additional men shall be made in accordance with provisions contained in local supplements.

8.23 There shall be no reduction in the registered Walking Bosses/Foremen 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.

8.231 The provisions of Section 8.23 are subject to implementation of all applicable Pay Guarantee Plan provisions.

8.24 The Employers agree not to interfere with the Walking Bosses or Foremen's right to transfer their registration back to the longshore registration list provided, however, that Walking Bosses/Foremen shall at all times remain as an autonomous unit.

8.25 To maintain his registration, each employee must continue to fulfill the standards of responsibility set forth in Section 1. Failure to do so shall be cause for deregistration or transfer back to longshore registration.

8.26 Individuals registered as Walking Bosses/Foremen will be considered probationary for a period of 1 year. During such year, the work record and capabilities of the probationary Walking Bosses/Foreman 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 Walking Bosses/Foremen and returned to longshore registration any probationary Walking Bosses/Foreman who, in the opinion of the Employers, is considered to be unqualified. This right to return a probationary Walking Bosses/Foreman to longshore registration shall not require joint agreement. The probationary Walking Bosses/Foreman and the Union will receive a written explanation from the employer. All above actions are subject to discussion at the Joint Port Walking Bosses/Foremen's Labor Relations Committee.

8.3 Distressed port.

8.31 The parties to this Agreement shall establish a work force adjustment procedure for any port which becomes a "low work opportunity port." Such procedure shall include matters such as transfer conditions, method of selecting men for transfer to another port and qualification status for payments under the Pay Guarantee Plan.

8.311 A port shall be considered a "low work opportunity port" when the average hours of hall men in the port for a 6-month consecutive period are below two-thirds of the coast-wise average hours for hall men.

8.312 As soon as a port becomes a "low work opportunity port," the parties to this Agreement shall, as provided in Section 8.31, meet promptly. If the parties to this Agreement are unable to agree on a work force adjustment procedure, the

matter shall be submitted to the Coast Arbitrator within 30 days for decision.

SECTION 9

TRAINING

9.1 All registered Walking Bosses/Foremen and Supplemental Walking Bosses/Foremen that have worked 100 hours as a Walking Boss/Foreman shall participate in any and all PMA supervisor's seminar training programs. This training will include first aid, CPR, diversity and other regulatory required training. Satisfactory completion of this training is mandatory as a condition of employment and failure to participate in this training shall result in disciplinary action.

9.2 The PMA Training Department will conduct a supervisory training program for all new Walking Bosses/Foremen.

9.3 All registered Walking Bosses/Foremen shall maintain current valid American Red Cross (ARC) Standard First Aid (SFA) and Cardiopulmonary Resuscitation (CPR) certification. Walking Bosses/Foremen who do not attend PMA sponsored first aid, CPR, etc. classes may obtain their certification at other authorized sources at their own expense but must submit copies of such certification to the Walking Bosses' and Foremen's Labor Relations Committee for recording purposes.

9.4 The Union and its members shall cooperate and participate in all Employer-offered training to improve knowledge and skills. Such training may include, but is not limited to, work force diversity, EEOC, and use of technology.

SECTION 10**EMPLOYMENT AND MANNING**

10.1 The employment of Walking Bosses/Foremen shall be determined in accordance with local agreements and local understandings.

10.2 Manning scales, where they exist, shall continue with the employer having the right to ask for review of such manning. The review procedure for existing manning shall be as follows:

10.21 The employer shall submit a written proposal to the local Union. Such proposal shall be submitted through the PMA Area Manager and shall describe the operation as it exists, the number of Walking Bosses/Foremen employed, the number of Walking Bosses/Foremen proposed and the reasons for the proposed change in manning. If the Union agrees with the written proposal, they shall inform the PMA Manager in writing and the new manning shall be considered as agreed to.

10.22 If the local does not agree with the written proposal, they shall inform the PMA Area Manager and a meeting will be arranged promptly between the parties for oral discussion. If in such meeting agreement can be reached, the matter shall be considered resolved.

10.23 If the parties cannot agree in 10.22 and the Employers still are of the opinion that the proposal is correct, they may refer the matter to the local Arbitrator whose decision may be appealed by either party to the Coast Arbitrator.

10.3 When new methods of operation are introduced by the employer, the proposed manning will be discussed with the local Union through PMA offices 72 hours in advance of the commencement of the operation. If the parties cannot reach agreement, the Employers shall have the right to put their man-

ning in effect subject to final resolution through the grievance procedure described in Section 10.23 above, with the Union taking the initiative to process the matter.

10.4 It is understood that manning remains a local matter under local supplements, local agreements or local understandings.

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 Refusal to cross a legitimate and bona fide picket line as defined in 11.3 shall not be deemed a violation of this Agreement.

11.3 A legitimate and bona fide picket line is one established and maintained by a union acting independently of an ILWU Walking Bosses' or Foremen's local, 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.

11.4 Collusive picket lines, jurisdictional picket lines and demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement.

11.5 Employees have the right to observe picket lines determined to be legitimate and bona fide under the terms of the Agreement. The Union does not expect employees to be paid while observing picket lines, and the Employers cannot be expected to pay employees who are unable to perform their work because of picket lines. Therefore, the following shall be applicable:

- (a) Prior to the ILWU-PMA Area Arbitrator reaching a determination as to the contractual legitimacy of a picket line, Walking Bosses/Foremen shall be paid for actual time worked.
- (b) Walking Bosses/Foremen who are ordered after and report for work after the ILWU-PMA Area Arbitrator reaches a determination that the picket line is legitimate shall be entitled to contractual pay minimums.
- (c) A letter of intention with respect to observance of a picket line is not required.

SECTION 12

MEETINGS FOR REGISTERED WALKING BOSSES/FOREMEN

12.1 Stop-Work Meetings.

12.11 Each Walking Boss or Foreman local shall have the right to hold 1 regularly-scheduled stop-work meeting each month between the hours of 7:00 p.m. and 3:00 a.m. Such meeting in a port or within an area shall be scheduled so as to minimize ship delays. It is understood that in a port where regularly scheduled stop-work meetings are held, the scheduled date of the Walking Bosses/Foremen meeting during the month shall be the same as the date on which the longshore and clerks' locals schedule their meetings. (*Letter of Understanding dated 7/27/84*)

12.12 Any other stop-work meetings must be mutually agreed to by PMA and the Union and shall be held no sooner than 1 week after such agreement. They shall not occur more often than once a month.

SECTION 13

NO DISCRIMINATION

13.1 The Employers agree not to discriminate against any man for Union activity. The parties agree that, in accordance with the provisions of Title VII of the 1964 Civil Rights Act, the Employers and the Union are forbidden to discriminate because of race, religion, age, sex or national origin and that the parties are also forbidden to limit, segregate or classify employees in any way that would tend to discriminate.

SECTION 14

ONEROUS WORK LOAD

14.1 An excessive or unreasonable amount of work shall not be placed on any Walking Boss/Foreman. If it is believed that an onerous work load is imposed upon a Walking Boss/Foreman, the Walking Boss/Foreman involved shall process his grievance through the grievance machinery of the Agreement.

14.2 Claims of onerousness cannot be used, however, to challenge agreed-to manning scales.

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 labor-saving devices.

15.2 With regard to the local agreements, it is agreed that any provisions of this Coast Agreement supersede local agreements, and that any provisions of the local agreements which are in conflict with this Coast Agreement shall be changed as a result of the execution of this Agreement.

SECTION 16

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 and in the Occupational Safety & Health Act of 1970. Such rules shall be applicable in all ports covered by the Agreement.

16.12 The Employers will provide safe gear and safe working conditions.

16.13 Employees shall perform all duties as directed by the employer relating to management's responsibilities under health and safety agreements and governmental regulations.

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 Labor Relations Committee for each port or area affected by this Agreement. 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 Labor Relations Committee shall be:

17.121 To be responsible for dispatching of men.

17.122 To exercise control of the registered lists of Walking Bosses/Foremen.

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

17.124 To investigate and adjudicate any complaint against any Walking Boss/Foreman 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. This application of this Section 17.124 shall not negate procedures for penalties as provided elsewhere in Section 17.

17.13 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.

17.14 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 following procedure:

17.21 The grievance shall be discussed with the immediate Superintendent in 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 des-

igned by the Union and to a representative designated by the employer.

17.23 If the grievance is not settled in Sections 17.21 and 17.22 or does not arise on the job, it shall be referred to the Joint 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 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 decision.

17.241 Area Arbitrators appointed by the parties to the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement shall serve as Area Arbitrators for the purposes of this Agreement.

17.242 Decisions of Area Arbitrators shall be final and conclusive except as provided in Section 17.25. Pending an appeal, such decisions shall be observed.

17.25 Any decision of a Joint Labor Relations Committee or of an Area Arbitrator claimed by either party to conflict with this Agreement shall immediately be referred at the request of such party to the Coast Arbitrator for review. 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 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.

17.251 The Coast Arbitrator appointed by the parties to the ILWU-PMA Pacific Coast Longshore and Clerks Agree-

ment shall serve as the Coast Arbitrator for the purposes of this Agreement.

17.26 Miscellaneous provisions.

17.261 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.

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

17.4 Arbitrators and Awards.

17.41 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.

17.42 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.

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

17.44 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.

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

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, 17.22 and 17.23 and it is claimed that the work is not being continued as required by Section 11, a request by either party shall refer the matter to the Area 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. The arbitrator shall then pro-

ceed as if there had been a failure to agree on the question by the Joint 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 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 Such Walking Boss/Foreman shall not be dispatched to such employer until his case shall have been heard and disposed of before the Joint Labor Relations Committee, and no other employer shall refuse employment to such man on the basis of such return to the dispatching hall.

17.8 Penalties for work stoppages, assault, pilferage, drunkenness, drug abuse and peddling, safety violations and other offenses.

17.81 All Walking Bosses/Foremen 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 Walking Boss/Foreman 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, transferred back to longshore registration or cancelled from registration. A determination that an onerous 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 Labor Relations Committee of its decision within 15 days from the receipt of the complaint. An employer shall not be required to appear nor need to 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 Walking Bosses/Foremen not members of the Union.

17.82 The Joint Labor Relations Committee has the power and the duty to impose penalties on Walking Bosses/Foremen who are found guilty of stoppages of work, assault, refusal to direct cargo work 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's 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's 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 parties 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 above shall be subject to the grievance procedure of Section 17 of the PCWB&FA with the following exceptions:

17.8281 Grievances arising under Sections 17.826 and 17.827 above 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 above 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 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 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 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. Where a fine has been assessed, then the days off on suspension shall be discounted at the rate of the monetary equivalent of 8 hours straight time pay 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 Any Walking Bosses/Foremen having records of habitual drunkenness or whose conduct on the job or in the dispatching hall causes disruption of normal harmony in the relationship of the parties hereto, or who physically assault anyone in the dispatching hall or on the job, or who have records of working in a manner that is hazardous to themselves or that endangers other workers shall not be dispatched to supervise the operation of any hoisting or mechanical equipment or devices, or shall be subject to such other remedy as the Joint Labor Relations Committee shall consider mutually appropriate.

17.85 In the event of disagreement at the Joint 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.

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 Walking Boss/Foreman 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.

SECTION 19

WELFARE

19.1 Welfare benefits shall be the same as those negotiated by the parties to the ILWU-PMA Pacific Coast Longshore and Clerks Agreement. Such benefits and provisions therefor are separately covered by the ILWU-PMA Welfare Agreement, as amended, and the ILWU-PMA Welfare Fund Declaration of Trust, as amended.

SECTION 20

PENSIONS

20.1 Pension benefits shall be the same as those negotiated by the parties to the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement. Such benefits and provisions therefor are separately covered by the ILWU-PMA Pension Agreement, as amended, and the ILWU-PMA Pension Fund Declaration of Trust, as amended.

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 commencing 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 com-

pletion 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 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

MODIFICATION

22.1 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.

22.2 All joint working and dispatching rules shall remain in effect unless changed by mutual agreement. All other restrictions on the Employer or employees that are in conflict with the provisions of this Agreement are null and void.

SECTION 23**TERM OF AGREEMENT**

This Agreement shall remain in effect until 5:00 p.m., July 1, 2002, 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.

IN WITNESS WHEREOF, the Parties here to have signed this Agreement.

Dated: July 16, 1999

*Pacific Maritime
Association*

on behalf of its members

/s/ Terry N. Lane

/s/ C. J. Wallace

*International Longshore
and Warehouse Union*

Local 91

/s/ Bill Nelson

Local 92

/s/ Walt Butler

Local 94

/s/ George Kuvakas

Local 94

/s/ George Hilbert

Local 98

/s/ Ron Crabtree

Local 98

/s/ Paul Weiser

Unit 29

/s/ George Kuvakas

Unit 46

/s/ George Kuvakas

1999-2000 WAGE SCHEDULE

Effective 8:00 a.m., July 3, 1999, to 8:00 a.m., July 1, 2000

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
20% Foreman	\$32.70	\$43.60	\$49.05	\$52.32	\$58.86
30% Walking Boss/ Foreman	\$35.30	\$47.07	\$52.95	\$56.48	\$63.54

2000-2001 WAGE SCHEDULE

Effective 8:00 a.m., July 1, 2000, to 8:00 a.m., June 30, 2001

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
20% Foreman	\$33.30	\$44.40	\$49.95	\$53.28	\$59.94
30% Walking Boss/ Foreman	\$35.90	\$47.87	\$53.85	\$57.44	\$64.62

2001-2002 WAGE SCHEDULE

Effective 8:00 a.m., June 30, 2001

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
20% Foreman	\$33.90	\$45.20	\$50.85	\$54.24	\$61.02
30% Walking Boss/ Foreman	\$36.50	\$48.67	\$54.75	\$58.40	\$65.70

CFS SUPPLEMENT TO THE WALKING BOSSES' AND FOREMEN'S AGREEMENT

This Supplement relates to the employment of Walking Bosses and Foremen (hereinafter referred to as "foremen") in container freight stations operated by member companies of the Pacific Maritime Association under the terms and conditions of the CFS Supplement to the Pacific Coast Longshore and Clerks' Agreement.

CFS SECTION 1

STEADY MEN

1.1 Each CFS operating under the aforementioned CFS Supplement to the PCL&CA shall employ at least 1 steady foreman. No work customarily assigned to foremen will be assigned to other personnel in the CFS. Foremen will be the direct representatives of the employer in the supervision of CFS utilitymen at a CFS.

1.11 CFS foremen shall perform all necessary work in the CFS without regard to their category. It is understood that CFS foremen steadily employed as of July 1, 1984 will not be required to physically handle cargo when such work is beyond their capabilities; CFS foremen hired subsequent to July 1, 1984 shall not be entitled to this exception.

1.12 When an employer desires a foreman on a steady basis, he shall select such foreman in accordance with present local rules controlling such selection.

1.13 If no registered men are available to the employer on a steady basis, then such individual employer shall be free to employ a foreman of his own choosing in accordance with local rules. A foreman so hired shall be entitled to steady employment under the terms and conditions of this Supplement.

1.2 Except as provided in CFS Section 1.1 above, there shall be no manning scale for any CFS operation. The number of CFS foremen for any operation can be 1 or more as determined by the Employer. Employees have the right to claim onerousness under the grievance machinery. When additional CFS foremen are required over and above the steady complement, they shall be identified as extra foremen.

1.21 Orders for extra foremen shall be placed by the employer at the joint dispatching hall no later than the day before such men are required. Extra foremen shall be dispatched as per local dispatching rules.

1.22 If registered employees are not available through the dispatching hall, the employer shall be free to employ extra foremen of his own choosing in accordance with local rules.

1.23 Extra foremen may continue on the payroll at a CFS for the balance of the weekly payroll period in which employed.

1.3 CFS foremen, steady or extra, shall be utilized only in the CFS as designated. They shall not, during the payroll week, be transferred to work outside the CFS under the terms of any other agreement.

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

CFS SECTION 2

STRAIGHT AND OVERTIME HOURS

2.1 The standard work shifts of CFS Foremen shall be 8-1/2 hours on the first and second shifts and 7-1/2 hours on the third shift. Eight hours on the first and second shifts and 5 hours on the third shift shall be at the straight time hourly shift rate. All additional hours Monday through Friday and all work on Saturday, Sunday, and Agreement Holidays shall be at the overtime rate.

2.11 When working extended time, CFS foremen shall be paid at the overtime rate. In no case shall a CFS foreman be allowed to work more than 2 hours under this provision.

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 second or third hour after the starting time. The 2 meal hours constitute the established meal period.

2.3 Extended time may be worked to finish cars, trucks and containers either inbound or outbound when such work is required to meet efficient operational needs. There shall be no gimmicking of this provision.

2.4 CFS foremen shall be available to the employer for 3 shifts. The employer shall determine the number of shifts to be worked and a foreman shall be employed on each shift.

2.41 The first shift is 8 hours between 8:00 a.m. and 5:00 p.m.

2.42 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.

2.43 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.

2.44 The employer may operate on the second or third shift.

CFS SECTION 3

GUARANTEES

3.1 Steady men.

3.11 Any steady employee who is called and reports for work at his designated starting time on Monday shall be guaranteed 40 hours' pay at the regular rate and 2-1/2 hours at the overtime rate, subject to the provisions in CFS Sections 3.12 and 3.13.

3.111 The 42-1/2 hour guarantee shall be applicable within any 5 consecutive day spread during the week, providing that the appropriate rate of overtime is payable on any spread that includes Saturday and/or Sunday. Overtime shall be equitably offered to the steady work force. Staggered shifts may be utilized at the option of the employer, i.e., Monday-Friday, Tuesday-Saturday, etc.

3.12 A steady foreman absent due to illness or injury or with permission of the employer shall be paid for hours worked on a daily basis during that payroll period 8 hours at the regular rate and one-half hour at the overtime rate. A steady foreman absent without bona fide reason shall be paid for hours worked on a daily basis during that payroll period 8 hours at the regular rate and one-half hour at the overtime rate, and shall be subject to disciplinary action.

3.13 During any week in which a holiday falls on Monday through Friday, the weekly guarantee of 40 hours' straight time and 2-1/2 hours' overtime shall be reduced to 32 hours straight time and 2 hours overtime.

3.2 Extra labor.

3.21 Any registered foreman dispatched and reporting for CFS extra labor duty and turned to is guaranteed a minimum of 8 hours' pay at the regular rate and one-half hour at the overtime rate. If no work is available, they shall receive 4 hours' pay at the regular hourly rate.

3.22 All nonregistered employees employed for extra labor 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 straight time and one-half hour overtime 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 action or because of work stoppages by other unions.

3.31 There shall be no guarantee for any CFS foreman who is released for cause or who quits or who refuses to shift as provided under CFS Sections 1.3 and 1.31 or who is turned to

and works less than his guaranteed time by reason of illness or injury. Such CFS foreman shall be paid only for his actual working time.

CFS SECTION 4

WAGES

4.1 Wage Rates.

4.11 The basic straight time hourly rate of pay for CFS Walking Bosses/Foremen shall be as follows:

CFS FOREMEN

Effective 8:00 a.m., July 3, 1999 . . . \$35.30

Effective 8:00 a.m., July 1, 2000 . . . \$35.90

Effective 8:00 a.m., June 30, 2001 . . . \$36.50

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 Shift Rates and Overtime Rates.

4.131 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.

4.132 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.

4.14 Payment of Rates.

4.141 *First Shift.*

4.1411 The basic straight time hourly 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.

4.1412 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.

4.142 *Second Shift.*

4.1421 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.

4.1422 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.

4.143 *Third Shift.*

4.1431 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.

4.1432 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 Fri-

day and shall be paid for all hours worked on the third shift on Saturday, Sunday, and Agreement Holidays.

CFS SECTION 5

VACATIONS

5.1 Steady CFS foremen shall be paid vacations in accordance with the terms and conditions of the Pacific Coast Walking Bosses' and Foremen's Agreement, including Section 7.14.

5.2 In conformity with the Pacific Coast Walking Bosses' and Foremen's Agreement, hours worked by registered steady men in the CFS shall be interchangeable with hours worked under the coastwise Foremen's Agreement. Vacation pay shall be in accordance with the terms of that contract or document or supplement under which more than half of the total hours of the year are worked.

CFS SECTION 6

GRIEVANCE PROCEDURE

6.1 The grievance procedure established in the Pacific Coast Walking Bosses' and Foremen's Agreement shall apply to this CFS Supplement.

CFS SECTION 7

HEALTH, WELFARE AND PENSIONS

7.1 Employers shall contribute to the welfare and pension funds as provided under the Pacific Coast Walking Bosses' and Foremen's Agreement.

7.2 Any CFS employee eligible for welfare benefits because of his registration and work on the day before his first day of

employment under the terms and conditions of this Supplement shall continue to be eligible for benefits.

7.21 Registered employees working as CFS foremen shall enter, remain in and be removed from the group of registered longshoremen 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 foreman or longshoreman under the Coast Agreement in determining eligibility questions.

7.3 Time worked under this CFS Supplement by any CFS foreman shall count as time worked under the ILWU-PMA Pension Plan.

CFS SECTION 8

TERM OF CFS SUPPLEMENT

8.1 The term of this CFS Supplement shall be the same as the Pacific Coast Walking Bosses and Foremen's Agreement.

CFS SECTION 9

GENERAL

The provisions of Sections 5, 11, 12, 13, 15, 16 and 18 of the Pacific Coast Walking Bosses and Foremen's Agreement 1996-1999 are applicable parts of this Contract Supplement. Other provisions can be reviewed, and their application or effect specified by mutual agreement.

1999-2000 WAGE SCHEDULE

Effective 8:00 a.m., July 3, 1999, to 8:00 a.m., July 1, 2000

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
CFS Foremen	\$35.30	\$47.07	\$52.95	\$56.48	\$63.54

2000-2001 WAGE SCHEDULE

Effective 8:00 a.m., July 1, 2000, to 8:00 a.m., June 30, 2001

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
CFS Foremen	\$35.90	\$47.87	\$53.85	\$57.44	\$64.62

2001-2002 WAGE SCHEDULE

Effective 8:00 a.m., June 30, 2001

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
CFS Foremen	\$36.50	\$48.67	\$54.75	\$58.40	\$65.70

ADDENDA

CFS PROGRAM FUND

The Parties hereto are committed to the principles of the CFS Program Fund as set forth in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement. Accordingly, it is agreed that the parties shall initiate the necessary steps to provide participation of the Walking Bosses/Foremen in such CFS Program Fund. The Parties shall seek the necessary governmental approval for inclusion of the Walking Bosses/Foremen in the CFS Program Fund and such inclusion shall become effective on the first of the month following such governmental approval. (Memorandum of Understanding dated September 25, 1987)

DISPATCH HALL COSTS

Amended November 1, 1996 Memorandum of Understanding 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 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 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 Joint Walking Bosses/Foremen LRC. All additional jointly agreed to expens-

es 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.

Amended by July 16, 1999, Memorandum of Understanding to provide the following:

PMA shall be obligated to pay 85% and the Union shall be obligated to pay 15% of the 1998 base year dispatch hall expenses. All additional jointly agreed to expenses above the base year expenses shall be shared equally between PMA and the local Unions. This cost change shall be effective August 1, 1999.

Recognizing there may be an increase in dispatch hall costs to accommodate a seven-day dispatch, in ports that don't presently have seven-day dispatch, it is agreed that the cost of these increases will be split 85/15 by 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 Locals 91, 92, 94 and 98, and Units 29 and 46, nothing herein contained 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 jointly and equally by the ILWU and the PMA.)

FAVORED NATIONS

The Union reemphasizes its longstanding commitment that the ILWU will make no agreements with nonmembers of PMA which will disadvantage companies working under the agreements between the PMA and the ILWU Longshore Division.

EMPLOYER CONTRIBUTION TO 401(k) SAVINGS PLAN

The Employers agree to contribute to a fund each year of this Agreement an amount sufficient to provide to the 401(k) account of each registered Walking Boss/Foreman a contribution of \$4.00 per hour for hours paid by PMA Member Companies for work at Walking Boss/Foreman occupation codes in the previous contract year up to a maximum of 2,800 hours to those who have established a pension qualifying year.

The contribution will be made to each account as soon as practicable following the end of each contract year. This fund will terminate on July 1, 2002.

This is subject to the limitations imposed by Sections 401(a), (k) and (m) of the Internal Revenue Code and any other applicable IRS and ERISA regulations.

GUARANTEES FOR ALL WALKING BOSSES/FOREMEN

Memorandum of Understanding, November 1, 1996

Foremen shall be paid at the appropriate shift and skill rates of pay in accordance with the PCWB&FA and the provisions herein. Individual side agreements between individual employees or local Union officials and individual member companies shall be considered a Contract violation. Any disputes shall be subject to resolution through the Contract grievance machinery.

The contractual recognition that walking bosses/foremen are direct supervisory representatives of the employers and that walking bosses/foremen must be available to their employer as determined by their employer in accordance with Section 3.2 of the PCWB&FA shall remain unchanged.

July 23, 1981

Mr. Chester F. Nelson
Chairman
Walking Bosses/Foremen
Negotiating Committee

RE: AREA ARBITRATORS

Dear Mr. Nelson:

During the course of the 1981 ILWU/PMA negotiations the Union raised the matter of the Area Arbitrators being required to confine themselves to the ILWU/PMA Pacific Coast Walking Bosses and Foremen's Agreement when deciding issues that arise under that Agreement.

We agree, that with respect to issues involving Walking Bosses/Foremen, the authority of the Arbitrators shall be limited to the application and interpretation of the Pacific Coast Walking Bosses and Foremen's Agreement and supplements thereto.

Very truly yours,

R. R. Holtgrave

cc: Area Arbitrators
Coast Arbitrator

July 23, 1981

Mr. Chester F. Nelson
Chairman
Walking Bosses/Foremen
Negotiating Committee

EMPLOYMENT OF WALKING
BOSSES/FOREMEN AS SUPERINTENDENTS

Dear Mr. Nelson:

In our 1981 negotiations, you raised the subject of the Employers' position on the hiring of walking bosses or foremen as superintendents. This is to advise you that we are unaware of any Employer position or policy opposed to such hiring practice. We therefore assume that any walking bosses or foremen applications for such jobs will be considered objectively and without any trace of discrimination.

With respect to preserving and continuing those ILWU/PMA pension and welfare credits or benefits a successful applicant might have had while in the bargaining unit and prior to being hired as a superintendent, PMA will not oppose the preservation and continuation of such credits or benefits, and indeed PMA will do what may be required legally to achieve that goal.

Very truly yours,

R. R. Holtgrave

July 23, 1981

Mr. Chester F. Nelson
Chairman
Walking Bosses/Foremen
Negotiating Committee

SUPERINTENDENTS

Dear Mr. Nelson:

During the course of the ILWU/PMA Walking Bosses/Foremen negotiations, the Union complained that Superintendents employed by member companies have been violating the ILWU/PMA Pacific Coast Walking Bosses and Foremen's Agreement by performing work defined in Section 1.1 of the Contract as being within the jurisdiction of Walking Bosses/Foremen.

We have an obligation under this Agreement to assure that, in the direction and supervision of all work as defined in Section 1 of the Pacific Coast Walking Bosses and Foremen's Agreement, Superintendents will not encroach upon the customary duties assigned to Walking Bosses/Foremen.

Very truly yours,

R. R. Holtgrave

August 12, 1981

Mr. Don Miniken, President
ILWU Local 98
313 Minor Avenue, No.
Seattle, Washington 98109

SAUSE BROS. BARGES
LETTER OF UNDERSTANDING

Dear Mr. Miniken:

This will confirm the understanding reached during the course of the 1981 ILWU/PMA negotiations with respect to the employment of Foremen on Sause Bros. barges in Washington.⁽¹⁾

A Foreman shall be employed in those Washington ports where there is not an established practice as of July 1, 1981 of employing a "longshore" working foreman.

This letter of understanding is subject to obtaining a waiver from the ILWU International which will specify that a "longshore working foreman" need not be employed in such ports.

Very truly yours,

R. R. Holtgrave

⁽¹⁾ By letter dated October 2, 1987 from Mr. Dale Sause to R. R. Holtgrave it was agreed that this Letter of Understanding is extended to also cover "Oregon."

August 12, 1981

Mr. James North, President
ILWU Local 94
707 West "C" Street
Wilmington, CA 90744

SAUSE BROS. BARGES
LETTER OF UNDERSTANDING

Dear Mr. North:

This will confirm the understanding reached during the course of the 1981 ILWU/PMA negotiations with respect to the employment of a Foreman on Sause Bros. barges in Southern California. When longshoremen are employed in the handling of lumber, which is not pre-stickered, a Foreman shall be employed to supervise the longshoremen.

When longshoremen are employed in the handling of lumber, which is pre-stickered, a Foreman shall be required to supervise when more than three (3) longshoremen are employed; a Foreman shall not be required when three (3) or less longshoremen are employed.

Very truly yours,

R. R. Holtgrave

July 11, 1990

Mr. Don Miniken
Chairman of Walking Bosses/Foremen's
Negotiating Committee
c/o ILWU, Local 98
29100 Pacific Highway, So. #5
Federal Way, WA 98003

RE: SHIFT STARTING TIMES

Dear Mr. Miniken:

During the course of the 1990 negotiations, the parties discussed the possible result of negotiations under the PCL & CA that could establish exceptions to the shift starting times and create new shifts at 1:00 p.m. and 11:00 p.m. It was agreed that, if such exceptions were adopted by a Joint Port Labor Relations Committee in any port, the provisions of Section 2.2 of the PCWB & FA would apply.

Very truly yours,

T. N. Lane

Understanding Confirmed:

Don Miniken, Chairman of Walking Bosses/Foremen's Negotiating Committee

Date: 7-11-90

July 11, 1990

Mr. Don Miniken
Chairman of Walking Bosses/Foremen's
Negotiating Committee
c/o ILWU, Local 98
29100 Pacific Highway, So. #5
Federal Way, WA 98003

RE: FOREMEN/WALKING BOSSES
REGISTRATION - APPLICANT TEST

Dear Mr. Miniken:

During the course of the 1990 Walking Bosses/Foremen's bargaining, it was agreed that during the term of this Agreement the parties would look into the development of a written test for individuals who in the future seek Walking Bosses/Foremen registration.

Such a test would include management skills, knowledge of the industry, rigging, contract administration, etc. This test would be developed with the assistance of outside consultants in addition to designated industry union and management representatives.

Very truly yours,

T. N. Lane

Understanding Confirmed:

Don Miniken, Chairman of Walking
Bosses/Foremen's Negotiating Committee

Date: 7-11-90

July 11, 1990

Mr. Don Miniken
Chairman of Walking Bosses/Foremen's
Negotiating Committee
c/o ILWU, Local 98
29100 Pacific Highway, So. #5
Federal Way, WA 98003

RE: ESTABLISHMENT OF A TAX DEFERRED 401(K)
SAVINGS PLAN

Dear Mr. Miniken:

During the course of the 1990 Walking Bosses/Foremen's negotiations, the parties agreed that PMA would design and, conditioned upon obtaining the approval of the IRS, institute and administer a 401(k) Savings Plan, as that term is defined in the Internal Revenue Code, for the benefit of eligible members of the bargaining unit covered by the PCWB & FA.

The parties further agreed that such Plan would be designed and administered in accordance with the detailed outline attached hereto which was discussed by the parties during the negotiations.

Very truly yours,

T. N. Lane

Understanding Confirmed:

Don Miniken, Chairman of Walking
Bosses/Foremen's Negotiating Committee

Date: 7-11-90

November 1, 1996

Mr. George Kuvakas
Chairman of Walking Bosses/Foremen's
Negotiating Committee
c/o ILWU Local 94
707 West C Street
Wilmington, California 90744

LETTER OF UNDERSTANDING

Dear Mr. Kuvakas:

It is recognized that guarantees to steady walking bosses/foremen in Los Angeles/Long Beach presently exceed the provisions of the November 1, 1996 Memorandum of Understanding. It is agreed that the maximum guarantee to Los Angeles/Long Beach walking bosses/foremen may be up to but not exceed twelve hours per shift at the appropriate first or second shift rate during the term of this Agreement.

Very truly yours,

Terry N. Lane

Understanding confirmed:

George Kuvakas, Chairman of Walking
Bosses/Foremen's Negotiating Committee
Date: November 1, 1996

July 16, 1999

Mr. George Kuvakas
Chairman of Walking Bosses/Foremen's
Negotiating Committee
c/o ILWU Local 94
411 N. Harbor Boulevard, Suite 303
San Pedro, California 90731

LETTER OF UNDERSTANDING

Dear Mr. Kuvakas:

During the course of 1999 Coast Negotiations, it was agreed to amend the Letter of Understanding, Page 80 of the 1996-1999 PCWB&FA, as follows:

It is agreed that the maximum guarantee to walking bosses/foremen may be up to but not exceed twelve hours per shift at the appropriate first or second shift rate during the term of this Agreement.

Very truly yours,

Terry N. Lane

Understanding confirmed:

George Kuvakas, Chairman of Walking
Bosses/Foremen's Negotiating Committee
Date: July 16, 1999

July 16, 1999

Mr. George Kuvakas
Chairman of Walking Bosses/Foremen's
Negotiating Committee
c/o ILWU Local 94
411 N. Harbor Boulevard, Suite 303
San Pedro, California 90731

LETTER OF UNDERSTANDING
GUARANTEES FOR WALKING BOSSES/FOREMEN
JULY 16, 1999 MEMORANDUM OF UNDERSTANDING
ITEM VI

Dear Mr. Kuvakas:

The parties agreed to replace the Letter of Understanding found on Pages 81 and 82, of the 1996-1999 PCWB&FA. The parties during the course of 1999 PCWB&FA Negotiations agreed that only the following exceptions of pay may apply under the terms of the Memorandum of Understanding, Item VI:

1. An additional hour (up to a maximum of 13 hours) shall be paid to a walking boss/foreman who is required to work all of the following during a shift: a flex hour (Sections 2.449 or 2.5, PCL&CA); work through the meal hour; and work one hour extended time at the end of the shift to finish a vessel for sailing or shifting (Sections 2.442, 2.444, and 2.448 PCLCD) or to work extended on a rail operation.
2. An additional two hours (up to a maximum of 14 hours) shall be paid to a walking boss/foreman who is required to work all of the following during a shift: a flex hour (Sections 2.449 or 2.5, PCL&CA); work through the meal hour; and work two hours extended time at the end of the shift to finish a vessel for sailing or shifting (Sections 2.442, 2.444, and 2.448 PCLCD).

3. Passenger vessel operations that require more than 12 hours of work during a single shift to finish the passenger ship for sailing.
4. Existing local agreements (or practices as determined by the listing developed in the Letter of Understanding dated July 16, 1999, re Walking Bosses/Foremen Minimum Manning Requirements, Preferential Dispatch Procedures, and Columbia River District Existing Local Agreements) that provide for an additional hour for a lead ship and lead dock foreman in the Columbia River district.

Continuous operations at bulk loading facilities where additional hours are actually worked will be listed by the Walking Bosses/Foremen Labor Relations Committee in each Area and submitted to the Coast Bargaining Committee for approval.

Very truly yours,

Terry N. Lane

Understanding confirmed:

George Kuvakas, Chairman of Walking
Bosses/Foremen's Negotiating Committee

Date: July 16, 1999

November 1, 1996

Mr. George Kuvakas
Chairman of Walking Bosses/Foremen's
Negotiating Committee
c/o ILWU Local 94
707 West C Street
Wilmington, California 90744

RE: WALKING BOSSES/FOREMEN MINIMUM
MANNING REQUIREMENTS

Dear Mr. Kuvakas:

During the course of the 1996 Walking Bosses/Foremen Negotiations, the Union made demands concerning minimum manning requirements for container operations in the Northern California, Oregon, and Washington Areas.

It was agreed that negotiations shall be conducted by the local parties in each of these areas to establish minimum manning requirement(s) for the various container operations for Walking Bosses/Foremen. Such negotiations shall continue until minimum(s) are agreed to mutually. Any other topics in the Port Supplements are subject to negotiation only by mutual agreement.

It was also agreed, that in addition to Section 10.1 of the Pacific Coast Walking Bosses/Foremen's Agreement, the PMA and the employer in the area will meet at the request of the Union when there is an expansion of a container terminal facility. The purpose of the meeting will be to discuss minimum manning for the operation. The Union's request to meet shall be made no later than 90 days after the commencement of the expanded operation.

Very truly yours,

Terry N. Lane

Understanding confirmed:

George Kuvakas, Chairman of Walking
Bosses/Foremen's Negotiating Committee

Dated: November 1, 1996

Pacific Coast Walking Bosses and Foremen's Agreement

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