



FOREMEN'S PORT SUPPLEMENT

1984 - 1987



I.L.W.U. — P.M.A.

Los Angeles — Long Beach Harbors



**PACIFIC
MARITIME
ASSOCIATION**

SOUTHERN CALIFORNIA AREA

Mr. James North, President
I.L.W.U. Local #94
707 West "C" Street
Wilmington, CA 90744

Dear Jim:

**JURISDICTION AND AUTHORITY
OF FOREMEN**

During the negotiations of the Los Angeles-Long Beach Foremen's Port Supplement, deep concern was expressed by the representatives of Local #94 over the erosion and dilution of the jurisdiction and/or authority of Foremen to direct the work of longshoremen on the job.

Please refer to the language presently contained in Section 1.1 of the Coast Foremen's Agreement. It is the intent and purpose of the employers to comply with this language and to support their foremen on the job in the full exercise of this authority in the supervision of all longshore work.

Very truly yours,

/S/ J. D. MacEVOY

J. D. MacEvoy
Area Manager

FOREMEN'S PORT SUPPLEMENT

This Port Supplement to the Coast Master Agreement is between the Pacific Maritime Association for its covered member companies, hereinafter called the "Employers," and the Foremen's Local 94 of the International Longshoremen's and Warehousemen's Union, hereinafter called the "Foremen's Local."

Section 1. JURISDICTION

The areas of jurisdiction and responsibilities are as spelled out in the Coast Master Agreement, and include supervision of all longshore work as provided in Section 1 of the Pacific Coast Longshore Contract Document, with the following exceptions:

- (a) Gearmen
- (b) Sweepers
- (c) Linesmen
- (d) Exceptions contained in Section 1 of the PCLCD, as follows:
 - 1. Section 1.3
 - 2. Section 1.43
 - 3. Section 1.44
 - 4. Section 1.5(b)
 - 5. Section 1.54(a) and (b)
 - 6. Section 1.8
 - 7. Section 1.81 (See letter of understanding, attached)
- (e) Exceptions contained in the Crane Supplement. (See letter of understanding re: jurisdiction, attached.)

These exceptions do not prevent the Employers from hiring foremen to supervise these jobs. If assigned, foremen will not claim jurisdiction.

Section 2. HOURS AND TRANSPORTATION

2.1 Meal time shall be one hour.

2.11 The key ship and the key dock boss being directly responsible for the supervision of the job, shall, when relieving during a regular meal hour, be paid one and one-half times the then prevailing rate of pay except as noted in Section 10.129.

2.2 The following are extensions or exceptions to the standard shift as provided for in the Coast Master Agreement:

2.21 All travel time to and from ports other than Los Angeles-Long Beach Harbor shall be at the rate of pay prevailing at the time. Employers shall have the right to furnish suitable transportation, in which event actual time in transit shall be paid. This language may be modified during the life of this Agreement upon mutual agreement in writing. All mileage shall be paid at the current rate per mile established by the Coast Labor Relations Committee acting under the provisions of the Pacific Coast Longshore Contract Document.

2.22 The standard shift may be extended in accordance with exceptions shown in Section 2.44 of the Pacific Coast Longshore Contract Document.

2.3 Transportation Allowance shall be paid to all foremen as follows:

2.31 To all berths in the Long Beach Harbor.

2.32 To all berths in the Los Angeles Harbor starting south of the Vincent Thomas Bridge, beginning at and including Regan Street.

2.33 To all berths on Terminal Island except Berth LB-101.

2.34 No in lieu transportation allowance shall be paid to any berth in Wilmington.

2.4 Transportation Allowance shall be paid to all foremen as follows:

2.41 The transportation allowance presently paid in the Port of Los Angeles-Long Beach shall continue to be governed by the semiannual determinations of the Coast Labor Relations Committee, acting under the provisions of ILWU-PMA Longshore and Clerks' Agreement. Any percentage change in the Coast Runzheimer formula shall be similarly applied on a percentage basis to the existing transportation amount in the port.

Such transportation allowance shall be payable on the day of initial dispatch and shall also be paid to any replacement called by the Employer or required by Joint Rules, but shall not be paid to replacements called by individual men for their convenience. Steady employees shall be paid the transportation allowance when re-dispatched by their Employer to a carfare area.

Section 3. GUARANTEES

3.1 Minimum call-out.

3.11 All foremen shall receive a minimum call-out pay guarantee in accordance with Sections 3.1 and 3.11 of the Pacific Coast Walking Bosses and Foremen's Agreement.

3.111 Straight-time day shifts — six hours' pay at the straight-time rate, plus extended time of one (20%) or two (30%) hours.

3.112 Second shift or overtime day shift — five hours' pay at the overtime rate plus extended time of one (20%) or two (30%) hours.

3.113 Third shift — four hours' pay at the prevailing rate plus extended time of one (20%) or two (30%) hours.

3.1A Minimum call-out when ordered back for the following day.

3.11A Straight-time day shifts — four hours' pay at the straight-time rate plus extended time of one (20%) or two (30%) hours.

3.12A Second shift or overtime day shift — four hours' pay at the overtime rate plus extended time of one (20%) or two (30%) hours.

3.13A Third shift — four hours' pay at the prevailing rate plus extended time of one (20%) or two (30%) hours.

3.14 All foremen working less than a full shift because of inclement weather shall be paid in accordance with Sections 3.12, 3.121, 3.122, 3.123, and/or 3.124 of the Pacific Coast Walking Bosses and Foremen's Agreement.

3.2 When stop-work meetings are called by either ILWU Local 13 or ILWU Local 63, members of ILWU Local 94 shall be paid actual hours worked.

3.3 20% hatch foremen and 20% assistant dock foremen shall receive one hour extended time for each shift. This extended time shall be applied by the Employers at their option.

3.4 Foremen employed on a steady basis shall be provided a monthly guarantee as specified in Section 3.2 of the Coast Foremen's Agreement. All moneys earned at the straight-time, overtime, or penalty rates during a calendar month shall be credited against this guarantee, including vacation pay, jury duty pay, and holiday pay. Vacation pay shall be credited during the months in which vacation is taken. Jury duty pay shall be credited during the month in which jury duty is performed. Holiday pay shall be credited during the month in which the holiday occurs.

3.41 The Union guarantees that the Employers shall have the right to hire, select, assign and terminate foremen working on a monthly guaranteed basis.

The Employers guarantee that no Employer will use his right under the Agreement to employ foremen on a monthly guaranteed basis to gimmick the dispatch of hall foremen in the Los Angeles/Long Beach Area as governed by the provisions of the Port Supplement by hiring foremen on a monthly guaranteed basis solely for a specific job.

3.412 All openings for employment of additional steady foremen shall be posted by letter from the Employer involved at the Foremen's Dispatch Hall. Such letters shall remain posted a minimum of 10 days prior to the selection and/or hiring of the new steady foreman.

3.413 When steady employment is terminated, each former steady foreman shall remain in the Dispatch Hall for a period of fourteen (14) days from the date of return to the Dispatch Hall before being eligible to accept any new offer of steady employment.

3.42 Each steady foreman shall be entitled to a maximum of six days off in each calendar month, but no more than two days in any payroll week. When such days off prevent the Employer from providing sufficient work during the month to meet the monthly guarantee, then days off exceeding one per week shall be credited against the guarantee, at the rate prevailing on the day off, to the extent of 9 hours at the appropriate 20% rate for each second day off per week taken during the month.

3.43 At his option the Employer shall have the right to hire foremen on a steady basis to relieve regular steady foremen off during a month. Foremen hired under this Section shall have the regular monthly guarantee reduced on a prorated basis to cover the number of days they are to be employed during the month. Relief foremen hired on a temporary

basis for less than a month will be eligible for the Pay Guarantee Plan immediately upon their return to the Joint Foremen's Dispatch Hall, subject to the provisions of the ILWU/PMA Pacific Coast Walking Bosses and Foremen's Agreement.

3.5 Time worked shall be paid in not less than one-half hour periods.

3.51 A minimum of one hour will be paid when it is necessary to work part or all of a penalty hour on a final shift before shifting or sailing of a vessel. When payment of such penalty hour is made to key or basic foremen, extended time payable will be in addition to the penalty hour.

3.6 When longshoremen are paid "time in lieu" for the ship's crew having performed longshore work, equivalent time to what the individual man in the gang or unit received will be paid to the hatch foreman in charge of the gang or unit he would have been supervising in accordance with Section 2.4 of the Pacific Coast Walking Bosses and Foremen's Agreement.

3.7 30% Walking Bosses and 30% Key Foremen shall be paid two (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 six (6) hours straight time and four (4) hours overtime. 20% Foremen shall be paid one (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 six (6) hours straight time and three (3) hours overtime.

Section 4. SCHEDULED DAY OFF

4.1 Each registered foreman shall be entitled to one full day (24 hours) off each payroll week.

Section 5. HOLIDAYS

This Section is governed by the applicable language in the Coast Master Agreement.

Section 6. WAGES

This Section is covered by the applicable language contained in the Coast Master Agreement.

Section 7. VACATIONS

Vacations shall be computed in accordance with Section 7 of the Pacific Coast Walking Bosses and Foremen's Agreement.

7.1 All fully registered Class "A" foremen making themselves available for key work for the full year, shall be eligible for key vacation pay and key guarantee pay.

Section 8. HIRING, DISPATCHING, REGISTRATION AND PREFERENCE

8.1 Basic policy.

8.11 The Foremen's Joint Labor Relations Committee shall establish and maintain a list of fully registered foremen, a list of probationary registered foremen, and a list of prospective foremen as they deem necessary based upon the needs of the Employers of foremen in the Los Angeles/Long Beach Harbors.

8.12 The Foremen's Joint Labor Relations Committee and the Registration Sub-committee shall act in a nondiscriminatory manner, and no action with respect to registration or dispatch shall be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership policies or requirements. Thus, there shall be no discrimination for membership in the union or for activity for or against the union or absence thereof.

8.13 Vacancies in the list of fully registered foremen, probationary foremen, and in the list of prospective foremen shall be filled by the Registration Sub-committee acting under the direction and control of the Foremen's Joint Labor Relations Committee. In so doing, it shall select the best qualified applicant or applicants on the basis of applications on file with it that meet the requirements for consideration for registration, the information presented to the subcommittee, and personal interview.

8.14 The fully registered foremen who are not employed as steady foremen — the "hall foremen" — shall have first preference for extra work as foremen so that no fully registered foreman working as a steady foreman, and no steady probationary registered foreman shall be assigned to any foreman's work through the Dispatch Hall so long as any hall foreman is able and available and fully qualified for the work assignment. When there is no able, available and fully qualified hall foreman, the Dispatch Hall shall assign extra work to able, available, and qualified foremen in other groups in sequence as follows: first to steady registered foremen then steady probationary registered foremen.

8.2 List of Prospective Foremen.

8.21 Whenever it is determined that one or more vacancies exist in the list of prospective foremen, the Registration Sub-Committee — acting under the direction and control of the Foremen's Joint Labor Relations Committee — shall select the best qualified applicant or applicants on the basis of applications on file with it, the information presented to the subcommittee, and personal interview. A man shall be considered for the prospective foremen list only if he has an active application for registration on file when such consideration is given.

8.22 Men on the prospective foremen's list shall continue to work as fully registered longshoremen or fully registered marine clerks through their respective Dispatch Halls or in other employment within the industry.

8.3 List of Probationary Registered Foremen.

8.31 An applicant for full registration as a foreman who is currently on the list of prospective foremen will be placed on the list of probationary registered foremen when he has been selected by the Joint Foremen's Labor Relations Committee as a probationary foreman.

8.32 New probationary foremen under this section shall be required to work out of the Joint Foremen's Dispatch Hall for a three-month period on the day shift. Evaluations will be made of each man during this time by the Employers. Based on these evaluations, it will be determined whether or not each man will remain on the probationary list. All probationary foremen will have the Employers' evaluations reviewed after three months. Those who are considered satisfactory based upon the Employers' evaluations will remain on the probationary list for an additional nine months. During this nine-month period, they shall work days out of the Joint Foremen's Dispatch Hall, or may accept steady employment. At the end of the nine-month period, all probationary foremen will again have their Employer evaluations reviewed to determine if they will be granted permanent foreman registration status.

8.33 If any probationary foreman is released for any disciplinary reason by the employer for whom he is working as a foreman, he shall be dropped from the list of probationary registered foremen if determined by the Joint Foremen's Labor Relations Commit-

tee. If the probationary foreman is working as a steady foreman at the time of the incident, he shall be returned to the Joint Foremen's Dispatch Hall until his complaint has been determined. Probationary Foremen, if found guilty by the Foremen's Joint Labor Relations Committee, shall be returned to their former longshore or marine clerk Locals and shall not be considered for prospective foremen for a period of five (5) years.

8.4 List of Fully Registered Foremen.

8.41 All probationary registered foremen shall have their record reviewed for consideration for adding to the list of fully registered foremen. A probationary registered foreman who completes one full year of unbroken employment is eligible for review. Such reviews will cover application for full registration, and any other pertinent information presented to the Registration Sub-Committee, and personal interviews if deemed advisable. The Sub-Committee — acting under the direction and control of the Foremen's Joint Labor Relations Committee — shall either grant the applicant full registration, or defer action of his application for full registration or deny full registration. If such applicant is granted full registration he will be placed on the list of fully registered foremen at the bottom of such list. If the Sub-Committee defers action on his application, he shall remain on the registered list of probationary foremen subject to the standard conditions applicable to probationary registered foremen. If the Sub-Committee denies his application for full registration, the Sub-Committee shall order that the applicant either remain as a probationary foreman, or be returned to or deleted from the prospective foremen's list, or that the applicant be permanently deleted from any future foremen's work.

8.5 Application for Registration.

8.51 Applications for registration as a foreman shall be received in duplicate at any time during regular business hours at the office of the P.M.A. A register of applications shall be maintained by the Sub-Committee in the P.M.A. offices which shall show at least the name of the applicant, the date and time of filing, and the number assigned to it in sequence. One copy of the application shall be turned over to the Union side of the Sub-Committee and the other copy shall be turned over to the Employer side of the Sub-Committee. An application shall become null and void no later than one year after receipt unless it is mutually agreed by the Foremen's Joint Labor Relations Committee that the maximum time period is to be extended, and shall then be removed from the active file; the Sub-Committee may give applications a shorter effective period to spread out the time they become active.

8.52 The Sub-Committee shall send each applicant a receipt at the time he files his application. The receipt shall show the name and address of the applicant, time and date of filing, the number assigned to it and the last day the application will be active; it shall also inform the applicant that he must give notice of change of address, and that his application shall be considered inactive ten (10) days after a change of address without notice thereof being received by the Registration Sub-Committee of the Foremen's Joint Labor Relations Committee.

8.53 An applicant shall be accepted only if he is qualified for the open vacancy.

8.54 If an applicant is offered registration and refuses it, this shall be noted on his file; his application shall therefore become null

and void and he shall not be permitted to file another application for one year thereafter.

8.6 Qualification factors that will be considered.

(a) Each applicant must have a background of experience in the shipping and stevedore industry. The bare minimum shall be five (5) years of experience as a longshoreman or equivalent other employment, but additional credit shall be given for time in excess of the five (5) years.

(b) Each applicant's record as a temporary foreman shall be reviewed by the Sub-Committee.

(c) Each applicant must be mentally able, physically fit and capable of performing the functions of a foreman, with no physical handicaps that will limit his activities aboard ship or on the dock in the performance of his duties. No applicant shall be accepted who is an habitual drinker, or who is subject to seizures, blackouts or mental deficiencies that would endanger the lives of his fellow workers.

(d) Each applicant must have the ability to perform and direct work on all operations coming under his authority as a foreman. This extends to the man's ability to get men to work in accordance with safe and productive methods.

(e) Each applicant must have the ability to formulate and convey clear and concise work instructions to the men working under him.

(f) Each applicant's work knowledge, including training and ability shall be thoroughly reviewed by the Sub-Committee.

(g) Each applicant must have a good knowledge of rigging.

(h) Knowledge and understanding of sound safety practices are of great importance in the consideration of an applicant.

(i) Each applicant's record with respect to discipline shall be reviewed and considered. Each applicant's work record must show a general habit of compliance with the working rules. Each applicant must have the ability to take and carry out orders.

(j) Each applicant must have an understanding of the Contract and must be willing to carry out all of the provisions of the Contract.

(k) Each applicant must be a steady worker. Flops, going in or out of gangs, not registering, picking jobs, etc., shall count against the applicant.

(l) Each applicant's record of earnings and hours shall be reviewed. For Example: These records may show whether or not a man is dependable at all times.

(m) Each applicant must be a citizen of the United States.

(n) Where the Foremen's Joint Labor Relations Committee concludes that all other qualifications of any two or more applicants are equal, length of time employed in the shipping and stevedore industry shall be determinative.

8.7 No extenuating circumstances.

8.71 All of the above qualifications must be met by each individual with no exceptions; there shall be no extenuating circumstances.

8.8 Disqualification.

8.81 An applicant shall be disqualified for any of the following:

(a) Possible lack of availability whenever needed.

- (b) Possible unreliability.
- (c) Habitual drinking, drug addiction, or unsound mental condition.
- (d) Physical handicap.
- (e) Lack of ability to read and write the English language or illegible penmanship.
- (f) Poor safety record or knowledge.
- (g) Lack of knowledge of job.
- (h) Inability to get men to work with him.
- (i) Lack of supervisory ability.
- (j) Insufficient experience in the industry or inadequate distribution of experience among various categories.
- (k) No consideration shall be given to an applicant while a complaint against him is being processed under the grievance procedure and until the complaint has been processed to a conclusion.

8.9 Deregistration.

8.91 Any registration is subject to agreements between the P.M.A. and the I.L.W.U., or their successors, and to rules with respect to registration and deregistration established by these parties to the Agreement.

Section 9. PROMOTIONS

9.1 The foremen steadily employed by any one of the Employers shall be considered the regular employees of that Employer under this Agreement. The foremen shall come from ILWU Local 94, Foremen's Union.

9.11 The Employer shall have the right to assign and determine the number of foremen to be used on a job except as otherwise provided in this Agreement, and to promote and discharge such foremen.

Section 10. MANNING

10.1 Whenever there is longshore personnel employed, there shall be a foreman employed on the job as set forth in Section 10 of the Coast Master Agreement.

10.11 Manning shall be divided into four categories: break bulk, bulk, container-type vessel, and miscellaneous and sophisticated operations.

10.12 Break bulk, ship and dock.

10.121 Foremen shall be employed to supervise longshoremen employed for the purpose of setting up, breaking down or shifting high piles, or otherwise fulfilling the requirements for the last place of rest under the terms of the current Pacific Coast Longshore Contract Document, only on occasion when no supervisory personnel as defined in the local Foremen's Supplement is employed in the terminal complex area of such operations to supervise other longshore operations.

Foremen shall work as directed by their employer, and shall supervise such longshore operations on more than one location, and at more than one berth within each terminal complex area if such supervision becomes necessary through operational needs.

10.122 The dock foreman assigned to a vessel will be required to supervise the longshoremen assigned to that vessel on all operations involving cargo moving to or from the vessel to which he is assigned, and other cargo operations within the area in which the vessel is working, including adjacent berths.

10.123 Foremen shall not supervise both ship and dock operations simultaneously, with the exceptions of stores jobs, bulk jobs to and from pipe lines, and jobs on which no dockmen are working.

10.124 There shall be a minimum of two dock foremen employed when there are four or more dock gangs working against a ship, or four or more ship gangs are discharging mixed steel products to widely separated areas of a dock or dock complex.

10.125 When qualified registered foremen are available, one dock foreman shall be employed for up to and including five (5) ship gangs working on a palletized loadout or discharge operation.

10.126 When qualified registered foremen are available, one dock foreman shall be employed for every five units of longshoremen palletizing, depalletizing, or sorting on the docks. A foreman placed in charge of warehouse work, shall receive key (30%) pay plus two hours' extended time, when men are turned to, providing he does not confine himself to supervising foremen only, and will continue to supervise one or more warehouse gangs.

10.127 Ship foremen in charge of an operation shall supervise one hatch, when only one hatch is working. In this event, he shall be a key (30%) foreman.

10.128 When two or more hatches are working in a general cargo operation, there shall be a 20% foreman in each hatch as well as a 30% foreman to supervise the operation.

10.1281 The Employer will determine the number of hatch (20%) foremen to be used on straight cargoes such as, but not limited to, the following: lumber, newsprint, and straight cargoes of sacks, bales, cases or drums.

10.129 When seven or more ship gangs are working on one vessel, four supervisory (30%) foremen shall be employed, two on the ship, and two on the dock, and subject to the following conditions:

10.1291 Employer will designate the ship and dock foreman who is to be in charge of the operation.

10.1292 The second ship and dock foreman will be paid at the key rate and will receive two hours' extended time on the first, second and third shifts.

10.1293 On a continuous operation working through the meal hour, the four key foremen will relieve each other during the mid-shift meal period without payment of a penalty meal hour.

10.1294 On drive-off automobile discharge operations (ramp type only) one 20% foreman shall be employed for every fifteen (15) longshoremen, or increments of from three (3) to fifteen (15) longshoremen, employed. These foremen shall be employed aboard the ship or on the dock in a flexible manner, depending upon the supervisory requirements of the individual operation.

10.13 Bulk Operations.

10.131 One key (30%) foreman shall supervise bulk jobs to and from pipe lines.

10.132 One key (30%) foreman shall supervise liquid cargo operations from ship to tank trucks. When rail cars are used on the operation, one key (30%) dock foreman shall also be employed.

10.133 On vessels loading scrap metal, when using chutes, one 20% foreman shall be employed in addition to a key ship (30%) foreman.

10.134 When longshoremen are working in more than one hatch for periods of more than one (1) hour, a basic (20%) hatch foreman shall be employed to provide necessary supervision in addition to the key (30%) foreman.

10.135 All other manning now in effect at all bulk dock areas within the Los Angeles/Long Beach Harbor Area shall remain in effect, unless changed by mutual agreement.

10.136 The Employer will determine the number of hatch (20%) foremen to be used on all bulk cargoes other than those specifically enumerated in the preceding Section 10.13 and subsections.

10.14 Container Ship and Dock Operations.

10.141 On all container vessels, one (1) key ship and one (1) key dock foreman shall be employed when only one crane is working.

10.142 When two or more cranes are working, there shall be a basic 20% foreman for each crane, as well as the key 30% foreman to supervise the operation.

The key (30%) foremen may request additional 20% foremen without using the onerous provisions of the Coast Contract.

10.143 When a container yard is operating, utilizing two or more skilled longshoremen, a key (30%) foreman shall be employed to supervise this operation. When no more than two skilled longshoremen are so employed, this foreman may also supervise the work of no more than five (5) dock units in the immediate area (terminal complex). Container yard foremen will not be required to supervise longshoremen working against a vessel.

10.15 Miscellaneous and Sophisticated Operations

10.151 All Ro-Ro type vessels shall have a 20% foreman for each level that is being worked in addition to the key (30%) ship and dock foreman. When only one level is be-

ing worked, the key (30%) ship foreman shall supervise this operation. The key ship foreman may request additional 20% foremen without using the onerous section of the Coast Contract.

10.152 Vessels used in the newsprint or lumber operations carrying mixed cargo, i.e., lumber and newsprint, shall employ 20% foremen in each hatch where mixed commodities are being worked. When straight runs of lumber or newsprint are being worked, the vessel will work with one ship and one dock boss at the 30% rate, except that at industrial docks, no dock boss will be required.

10.153 All manning now in effect for foremen assigned to carpenters or lashers shall remain in effect for the entire life of this Agreement.

10.154 All vessels working bulk and break bulk on the same shift shall be covered by each governing section of this Supplement.

10.2 Casual (Hall) Foremen.

10.21 Any foreman dispatched to an Employer from the Dispatch Hall shall be considered a casual foreman to that Employer.

10.211 A casual foreman may be relieved by a steadily employed foreman at the end of the shift.

10.212 A casual key foreman may be relieved by a steadily employed key foreman at any time, but will be guaranteed a full shift's pay, plus extended time.

10.213 A steadily employed foreman, or a casual foreman, ordered or required to relieve a key foreman on the finishing shift, shall be guaranteed a full shift and/or pay, plus extended time.

10.214 A casual foreman ordered or required to replace a steadily employed foreman man on a finishing shift shall be guaranteed payment for a full shift.

10.215 No casual or steadily employed foreman who is elevated from basic to key pay, shall be given a comeback to that job at the reduced pay scale.

Section 11. NO STRIKES, LOCKOUTS AND STOPPAGES

The applicable Section of the Coast Master Agreement applies.

Section 12. MEETING FOR REGISTERED WALKING BOSSES/FOREMEN

The applicable Section of the Coast Master Agreement applies.

Section 13. NO DISCRIMINATION

The applicable Section of the Coast Master Agreement applies.

13.1 The applicable Section of the Coast Master Agreement shall apply.

13.2 All words, terms or definitions of employees used in this Foremen's Port Supplement are used as being words of common gender, and not as being words of either male or female gender, and hence have equal applicability to female and male persons wherever such words are used.

Section 14. ONEROUS WORK LOAD

The applicable Section of the Coast Master Agreement applies.

Section 15. EFFICIENT OPERATIONS

15.1 There shall be no limitation upon the Employer's customary rights in the management of his business and his dealings with the foremen.

15.2 The foremen shall be responsible to management for the direction of work, supervision and maintenance of discipline on the job of the men employed under the Pacific Coast Longshore Contract Document, including placing and discharging of men and regulating the safe, efficient, and proper handling of cargo with due respect to the interest of his Employer.

15.21 Foremen shall perform their duties in accordance with the orders of their Employers.

15.3 The use of two-way radios may be requested on container or other sophisticated operations. These radios shall be in operational condition and shall be treated with reasonable care, properly utilized for the needs of the operation, and returned in good condition at the completion of the work for which they were issued.

15.4 On State or Federal election days, the Employers will comply with State Election Code 14350, and grant foremen time off to vote, if needed.

Section 16. SAFETY

16.1 The applicable Sections of the Coast Master Agreement apply.

16.2 Foremen shall maintain valid certification in first aid and cardiopulmonary resuscitation at all times, and shall meet all requirements which may be imposed by law. Foremen who do not wish to attend instructional classes provided by the Employers may obtain their certifications at other authorized sources at their own expense, but must submit copies of such certification to the Foremen's Labor Relations Committee for recording purposes.

**Section 17. JOINT LABOR RELATIONS
COMMITTEE, ADMINISTRATION OF AGREEMENT AND
GRIEVANCE PROCEDURES**

The provisions of the Coast Master Agreement apply.

Section 18. GOOD FAITH GUARANTEE

The provisions of the Coast Master Agreement apply.

Section 19. TERM OF AGREEMENT

The provisions of the Coast Master Agreement apply.

Section 20. WELFARE

The provisions of the Coast Master Agreement apply.

Section 21. PENSIONS

The provisions of the Coast Master Agreement apply.

Section 22. MODIFICATIONS

22.1 The parties realize that from time to time after Agreements similar in part to this Agreement have been executed, one party thereto will contend that the other party has at some time during the term of the Agreement orally agreed to amend, modify, change, alter or waive one or more provisions of the Agreement, or that by the action or inaction of such other party, the Agreement has been amended, modified, changed or altered in some respect. With this realization in mind and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

22.2 The provisions of the Coast Master Agreement apply.

In witness whereof, the parties hereto have executed this Agreement on the 25th day of October, 1984.

/S/ JOHN D. MacEVOY

Pacific Maritime Association
(For Covered PMA Members)

/S/ JAMES NORTH

International Longshoremen's and
and Warehousemen's Union, Local 94

**PACIFIC
MARITIME
ASSOCIATION**

SOUTHERN CALIFORNIA AREA

Mr. James North, President
I.L.W.U. Local #94
707 West "C" Street
Wilmington, CA 90744

Dear Jim:

**EXEMPTIONS IN
FOREMEN'S PORT SUPPLEMENT
Section 1.81 — P.C.L.C.D.**

During the local negotiations of the Foremen's Port Supplement for the Port of Los Angeles-Long Beach, questions were raised as to the purpose of the exemption in Section 1 of Section 1.81 of the P.C.L.C.D.

The purpose of this exemption is to make it clear that Foremen's jurisdiction is waived as it may apply to the specific exceptions set forth in this subsection with respect to the road-ability checking and repairing and the emergency maintenance and repair of laden refrigerated containers when such maintenance and repair is not under the jurisdiction of the I.L.W.U.

Very truly yours,

/S/ J. D. MacEVOY

J. D. MacEvoy
Area Manager