

MINUTES OF MEETING OF THE
COAST LABOR RELATIONS COMMITTEE

Meeting No. 19

Time: 10:00 A.M., August 10, 1962

Place: 16 California Street, Room 811

Present: For the Union

Messrs. Bridges
Thomas
Johnson

Also

Present: J. Herman
B. Benner

For the Employers

Messrs. St. Sure
Holtgrave
O'Shea
Ernst
Feragen
Keeler
Pierce
Horvitz
Robertson

CRANE SUPPLEMENT: The parties discussed the proposed Crane Supplement which relates to the employment of longshoremen on the Pacific Coast waterfront in the driving of certain cranes and in the operation of certain other mechanical tools.

The parties adjourned for lunch at 12:15 and the meeting reconvened at 1:30 P.M.

Time: 1:30 P.M.

Present: For the Union

Messrs. Bridges ✓
Thomas ✓
Johnson ✓

Also

Present: B. Benner

For the Employers

Messrs. St. Sure
Holtgrave
O'Shea
Ernst
Brown
Keeler
Feragen
Pierce
Robertson

The parties reached agreement on the attached Crane Supplement.

The Coast Labor Relations Committee agreed on the following items in reaching agreement on the Crane Supplement:

1. In Los Angeles longshore crane specialists (approximately 27) will be accorded full registration status; they shall receive - for waterfront work - past-service credit for pensions and mechanization and modernization purposes. Such specialists shall remain under an obligation to be replaced in other work whenever they are needed for crane work or other work covered under the terms of this memorandum. No additional amounts will be paid into the Mechanization and Modernization Fund; the past-service pension cost will be borne by the employers.

2. The Matson yard cranes presently used in San Francisco and Wilmington to handle containers two high is a yard crane that is a "longshore crane".

3. Pursuant to 1.12 of the Crane Supplement the Joint C.L.R.C. determined that the status quo on the SS PRESIDENT TYLER and SS PRESIDENT LINCOLN shall continue.

Meeting adjourned at 5:00 P.M.

For the Union:

/s/ Harry Bridges

/s/ L. B. Thomas

For the Employers:

/s/ J. A. Robertson

CRANE SUPPLEMENT

This crane supplement relates to the employment of longshoremen on the Pacific Coast waterfront in the driving of certain cranes and in the operation of certain other mechanical tools.

1. Definitions.

1.1 The term "longshore crane" refers to the following shore-based cranes: whirley cranes (whether or not self-luffing), crawler cranes, truck cranes, such cherry-picker cranes as the Joint Coast Labor Relations Committee determines to be longshore cranes subject hereto, gantry cranes, bulk unloading cranes, bulk loaders, locomotive cranes, hammerhead cranes, overhead cranes, stiff-leg cranes, A-frame cranes, sheer-leg derricks, and such yard cranes as the Joint Coast Labor Relations Committee determines to be "longshore cranes" subject hereto.

1.11 The term "longshore crane" excludes jitneys, lift trucks of all sizes (including such equipment with fixed or movable booms), pumps, generators, tractors, pay loaders, skip loaders, bulldozers, straddle trucks, or any other equipment or tools not listed hereinabove as being within the definition of "longshore crane".

1.12 The term "longshore crane" does not include any classes of tools or equipment not presently in use on the waterfront. The term "longshore crane" shall not include cranes or other hoisting equipment mounted on any ship, floating-crane barge, or other vessel. The foregoing provisions may be modified, on motion of either party, by action of the Joint Coast Labor Relations Committee determining that any tools or equipment described in 1.12 shall be "longshore cranes" subject hereto.

1.13 This supplement does not cover the bulk sugar unloading equipment at Crockett.

1.2 The term "crane driver" means a longshoreman who is dispatched or who is steadily employed, to drive a longshore crane.

1.3 The term "crane work" means any work covered in this supplement when done by a longshoreman.

2. The following clarifications, exceptions and limitations apply to the coverage of this supplement.

2.1 The basic agreement, not this supplement, governs the assignment of work as between longshoremen and nonlongshoremen and the assignment of maintenance work.

2.2 The winch drivers' work includes driving of all hoisting equipment mounted on vessels, including such as is normally called cranes, and operating banana gantries. Competent winch drivers with adequate experience or training, regular or specialist, shall be made available for these tools and equipment.

2.3 This supplement does not set the wages or conditions of employees operating heavy-lift cranes mounted on floating-crane barges.

2.4 Gearmen are not covered hereby, except they shall receive the crane driver rate when actually engaged in driving a longshore crane and for the balance of the shift.

2.5 Any longshore crane being driven by nonlongshoremen pursuant to an exception under §1.5 of the Pacific Coast Longshore Agreement can be used for any longshore operation, new or old.

2.6 Neither this supplement nor the Pacific Coast Longshore Agreement provides the rate of pay and other terms and conditions of employment of such nonlongshoremen.

3. Wages.

3.1 The crane driver rate shall be forty cents (40¢) above the basic longshore rate.

3.11 It shall be paid to crane drivers for work in driving longshore cranes and for other skilled work to fill out a daily guarantee.

3.12 It shall be paid to gearmen assigned by the employer to crane work for the period he drives a longshore crane and for the balance of the shift.

3.13 It shall be paid to crane drivers and other longshoremen dispatched as crane drivers when doing maintenance work on longshore cranes.

3.14 It shall be paid to winch drivers assigned by the employer to crane work for the period he drives a longshore crane and for the balance of the shift.

3.2 Penalties for condition and nature of cargo shall be payable only as provided in the penalty supplement of the Pacific Coast Longshore Agreement (which supplement is presently in negotiation) or by decision of the Joint Coast Labor Relations Committee.

3.3 The premiums for overtime work of crane drivers shall be in accordance with the schedule of overtime premiums for other longshoremen.

3.4 No differential above the regular crane driver rate shall be paid when operating any special equipment.

4. Shifts.

4.1 Where applicable, the provisions of the Pacific Coast Longshore Agreement for an eight-hour guarantee and for a four-hour guarantee, as modified herein, shall apply to crane drivers.

4.11 Jobs of short duration shall carry only the four-hour guarantee; the definition of jobs of short duration applicable to the general longshore agreement shall apply to crane drivers.

4.2 Limitations on the length of shift as specified in the Pacific Coast Longshore Agreement shall be extended to permit the employer to order crane drivers in or to keep them on for the necessary preparation and greasing work, but such work shall be done only as ordered by the employer.

4.21 When ordered to do so by the employer, crane drivers shall report and turn to at a specified time ahead of the regular time of the starting shift or shall continue to work after the shift or during half of the noon hour.

4.22 When ordered to do so by the employer, crane drivers shall report and turn to without preparation and greasing time.

4.3 Crane drivers may be shifted to other skilled work to fill out a guarantee in accordance with the provisions of §3 of the Pacific Coast Longshore Agreement. A steady crane driver similarly may be shifted to complete his monthly guarantee. The principles applicable to the basic agreement with respect to what is "skill-rated work suitable to his qualifications" shall apply to crane drivers. Interpretations of what is "skill-rated work suitable to his qualifications" of a crane driver shall be determined by the Joint Coast Labor Relations Committee; it is agreed that the driving of any crane shall be such work; it is agreed that winch driving is such work for any longshoreman who has been jointly recognized as a qualified winch driver and such longshoreman shall shift to winch driving when ordered to do so; it is agreed that gear work is "skill-rated work suitable to [the] qualifications" of any crane driver.

5. Steady men.

5.1 Any employer may employ one or more steady crane drivers.

5.2 To have a steady crane driver, the employer must guarantee monthly pay of Six Hundred Dollars (\$600.00).

5.21 A crane driver may be put on a steady basis at the beginning of any payroll week and may be returned to the hall at the end of any payroll week. In either case his guarantee shall be pro-rated.

5.3 Steady crane drivers may be worked by the employer any twenty-two (22) days in the month by orders given the crane drivers directly by the employer, and may be used to complete any job that has been started within such twenty-two (22) days.

5.31 The provisions of 5.3 do not apply to steady gearmen who drive cranes.

5.4 A steady crane driver may be assigned to gear work at the crane drivers rate. The pay shall be charged against the monthly guarantee and the days shall be charged against the twenty-two (22) days provided for in 5.3.

5.41 A steady man who works more than half of his time at the crane drivers rate in any month shall, for such month, be deemed to be a steady crane driver for purposes of 5.4 only.

5.5 A crane driver from the hall may be replaced at the end of any job by a steady crane driver.

5.6 A steady gearman may be assigned by his employer to crane work for which he is qualified as recognized by the Joint Port Labor Relations Committee.

6. Competent longshoremen shall be provided for crane work in accordance with §9.3 of the Pacific Coast Longshore Agreement.

6.1 Longshoremen (including gearmen) who have appropriate skills as crane drivers will be declared eligible to check in on the certified crane drivers' board at the dispatch hall. A crane driver must be certified by the Joint Port Labor Relations Committee before he can check in on this board. The number of men allowed to check in as regular crane drivers shall be limited by the Joint Port Labor Relations Committee so that the crane drivers will have skills and will maintain the skills of the regular performance of crane work.

6.2 The Joint Port Labor Relations Committee shall place longshoremen (including gearmen) on lists of specialist crane drivers for specialized longshore cranes requiring special skills. The number of men on any list of specialist crane drivers shall be limited by the Joint Port Labor Relations Committee so that the specialist crane drivers will have skills and will maintain the skills through the regular performance of the specialist crane work.

6.3 Where a certified crane driver, other than a steady man, is on work not covered hereby, he will be replaced by the joint dispatcher whenever necessary so that certified crane drivers will be provided to do the work covered hereunder. When a specialist crane driver, other than a steady man, is on work not covered hereby or on general crane work, he will be replaced by the joint dispatcher whenever necessary so that specialist crane drivers will be provided to do specialist crane work.

6.4 Any certified crane driver shall be decertified and denied check-in privileges as a crane driver, or restricted therein, by the Joint Port Labor Relations Committee for cause. Any specialist crane driver shall be removed from the list of specialists, or restricted therein, by the Joint Port Labor Relations Committee for cause.

6.5 A certified crane driver who refuses to accept a dispatch when checked in at the hall or through replacement while on a job other than crane work shall be charged with hours worked for purposes of work equalization in dispatching as provided by the Joint Port Labor Relations Committee.

6.6 When there is not available for regular dispatch to operate any particular longshore crane a competent registered longshoreman who has been previously certified as competent to operate such crane by the Joint Port Labor Relations Committee, a steady crane driver not being used by his steady employer and who is available shall be dispatched. If the job can not be so filled, nonlongshoremen may be employed for such job and may be used to complete one or more shifts until the job is finished or such a certified competent registered longshoreman is available.

6.61 If a steady crane driver is dispatched by the hall to his steady employer pursuant to 6.6, this employer may use him to complete the job for which he is dispatched, or for only one or more shifts on such job, and the work thereon will not be charged against the twenty-two (22) days provided for in 5.3.

6.62 A steady crane driver dispatched under 6.6 shall be replaced by the joint dispatcher, or by his ordering his own replacement, so that he shall be available to his steady employer whenever such employer calls him back.

6.7 Nonlongshoremen who have operated "old equipment" on the waterfront to do longshore work will be offered the equivalent of registered status for dispatch as a longshoreman to operate any tools covered hereby. Men accepting such status will have an obligation to make themselves available for all crane work, including any specialized longshore cranes on which they have special skills. Appropriate arrangements will be made to protect the

pension rights of these individuals, such arrangements to be worked out on an individual basis.

7. Manning.

7.1 The employer has the following alternatives with respect to manning.

7.11 One crane driver may be used where directed by the employer, the hatch tender not to be a crane driver, on jobs of short duration and on cranes not used in the direct movement of cargo in and out of the ship. This provision is subject to further review by the Joint Coast Labor Relations Committee.

7.12 At his option the employer may employ two (2) crane drivers for one piece of equipment, the two (2) crane drivers to tend hatch and to drive the equipment. In such cases they shall relieve each other.

7.13 At his option the employer may order one (1) crane driver per crane plus one (1) relief crane driver for each five (5) cranes, or fraction of five (5); in such cases the hatch tenders shall not be crane drivers. This provision shall be subject to further review by the Joint Coast Labor Relations Committee.

7.14 A combination crane driver-winch driver may be ordered. He may drive winch and drive crane, but shall receive the crane drivers' rate for the entire job.

7.15 A winch driver on the job may be temporarily assigned to drive crane; when ordered to do so by the employer, he shall receive the crane driver rate for the period he is driving crane and for the balance of the shift.

7.2 Gangs without unnecessary men, as provided for in §15.2 of the Pacific Coast Longshore Agreement, shall be dispatched for longshore work involving the use of cranes. Such gangs may be make-up gangs. The Joint Port Labor Relations Committee may make provision for organized crane gangs.

7.21 When two longshore crane drivers are employed under 7.12, the gang shall not include a hatch tender or a winch driver.

7.22 When a longshore crane is driven by a nonlongshoreman pursuant to 2.6 or 6.6 hereof, the gang shall not include a winch driver or a crane driver. No "witnesses" or "standbys" or other unnecessary men shall be used in connection with the crane driving, and the use thereof shall be in violation of the Agreement.

8. Local rules contrary to any provision of this supplement are hereby rescinded.

Dated: August 10, 1962.

INTERNATIONAL LONGSHOREMEN'S
AND WAREHOUSEMEN'S UNION

PACIFIC MARITIME ASSOCIATION

/s/ HARRY BRIDGES

/s/ J. A. ROBERTSON

/s/ L. B. THOMAS