

AGREEMENT

Between

District No. 1
of the International Longshoremen's and
Warehousemen's Union

and

Waterfront Employers Association
of the
Pacific Coast

On Behalf of:

Waterfront Employers of Washington

Waterfront Employers of Portland

Waterfront Employers Association
of San Francisco

Waterfront Employers Association
of Southern California

EFFECTIVE DECEMBER 20, 1940

As amended by Agreement of

February 20, 1941

and Arbitration Award of

January 31, 1942

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in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

SECTION 7. (a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, General Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

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

SECTION 8. The hiring and dispatching of longshoremen in all ports covered by this award other than those mentioned in Section 4, and excepting Tacoma, shall be done as provided for the ports mentioned in Section 4; unless the Labor Relations Committee in any of such ports establishes other methods of hiring or dispatching.

SECTION 9. The parties shall immediately establish and maintain during the existence of this agreement a Coast Labor Relations Committee of six members, three to be designated by the employers and three by the union. There shall also be established and maintained throughout the existence of this agreement a Port Labor Relations Committee for each port affected by this agreement, composed of three representatives designated by the employers' association of the port and three to be designated by the local union. By mutual consent any Labor Relations Committee may change the number of representatives of the respective parties. Any Coast or Port Labor Relations Committee shall meet promptly at the request of either party.

The Coast Labor Relations Committee shall have power and jurisdiction to determine any question involving the interpretation of this agreement and to decide any dispute arising thereunder. The Coast Labor Relations Committee shall have power to set aside any decision or other action of any Port Labor Relations Committee and shall have the power and duty to establish uniform coast working and dispatching rules for any or all of the ports affected hereby and to interpret and apply the same.

The parties shall endeavor to agree upon a Coast Arbitrator; if they cannot so agree, the Secretary of Labor or any person author-

ized by the Secretary shall, at the request of either party, appoint one Coast Arbitrator. Before making such appointment, the Secretary of Labor shall be requested to confer with the parties. If the Coast Arbitrator shall at any time be unable or refuse or fail to act or shall resign, then at the request of either party the Secretary of Labor shall promptly appoint his successor or substitute.

The parties, or, at the request of either of them, the Coast Arbitrator, shall select Arbitrator's Agents, one for each of the four districts of Puget Sound, Columbia River, Northern California and Southern California. All expenses of the Coast Arbitrator and of the Arbitrator's Agents and their respective compensations or salaries shall be equally borne by the parties. Each of the Arbitrator's Agents shall at all times function under and in accordance with the decisions and directions of the Coast Arbitrator. Both the Coast Arbitrator and the Arbitrator's Agents shall at all times be available for the performance of their respective functions and duties under the provisions of this agreement.

In the event that any Port Labor Relations Committee shall fail to agree on any question before it, it shall be immediately referred at the request of either party to the Coast Labor Relations Committee for decision. In the event that the Coast Labor Relations Committee fails to agree on any question involving the interpretation of this agreement or any dispute arising hereunder, or upon any other question of mutual concern not covered by this contract and relating to the industry, such question shall, at the request of either party, be referred to the Coast Arbitrator for decision.

The Coast Arbitrator shall have power to hear and determine any complaint of either party concerning alleged violations of the provisions of this agreement and shall have power to finally and conclusively determine the same.

All meetings of the Coast Labor Relations Committee and all arbitration proceedings before the Coast Arbitrator shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing. All decisions of the Coast Arbitrator shall be given in duplicate and shall be in writing signed by the Arbitrator and shall be delivered to the respective parties.

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

The Coast Arbitrator shall have power to delegate to the Arbitrator's Agents the power to hear and determine disputes arising under