

**PACIFIC COAST
LONGSHORE
AGREEMENT**

1951-1953



**WITH ILWU-PMA
PENSION AGREEMENT**

atives designated by the Union and three representatives designated by the Employers. By mutual consent any labor relations committee may change the number of representatives of the respective parties.

(2) Subject to provision of Section 16(a) the duties of the Joint Port Labor Relations Committee shall be:

A. To maintain and operate the hiring hall.
B. To have control of the registration lists of the port, as specified in Section 7(c).

C. To decide questions regarding rotation of gangs and extra men.

D. To investigate and adjudicate all grievances and disputes according to the procedure outlined in Section 16(a).

E. To investigate and adjudicate any complaint against any longshoreman whose conduct on the job, or in the hiring hall, causes disruption of normal harmony in the relationship of the parties hereto or the frustration and/or violation of the provisions, working or dispatching rules of this Agreement.

Application of preceding paragraph shall not negate procedure for penalties as provided for in Section 16(f).

F. Any individual non-union registered longshoreman may choose to present any grievance as an individual through the applicable grievance machinery of the agreement as set forth in Section 16 and in such event he shall pay to the union its cost of participating in the investiga-

tion, adjudication and any arbitration of his grievance.

(d) Arbitrators and Awards

(1) The parties shall immediately select an arbitrator for each of the said four port areas and a Coast Arbitrator. If the parties fail to agree upon an Area Arbitrator or upon the Coast Arbitrator, he shall be appointed at the request of either party by Mr. E. D. Conklin. The several arbitrators shall hold office during the life of this Agreement. If any arbitrator shall at any time be unable or refuse or fail to act or shall resign, the same procedure shall govern for the selection of his successor or substitute.

(2) Powers of arbitrators shall be limited strictly to the application and interpretation of the Agreement as written. Subject to the limitations contained in Section 16(a)(6) limiting the types of cases subject to review by the Coast Arbitrator, 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.

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.

(3) In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for further service under the Agreement.

All decisions of the Coast Arbitrator and of any Area Arbitrator, except as provided in Section 16(a)(6), shall be final and binding upon all parties. Decisions shall be in duplicate and shall be in writing signed by the Arbitrator and delivered to the respective parties.

(4) All expense of the several arbitrators, and their respective compensations or salaries, shall be borne equally by the parties except as otherwise provided herein. The several joint labor relations committees and arbitrators shall at all times be available for the performance of their respective functions and duties under the provisions of this Agreement.

(e) Discharges

(1) The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement.

(2) Such longshoreman shall not be dispatched to such employer until his case shall have been heard and disposed of before the Joint Port Labor Relations Committee, and no other employer shall refuse employment to such longshoreman on the basis of such discharge.

(3) If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 16; provided, however, that no grievance relating to discharge shall be processed beyond the Area Arbitrator.

(4) The hearing and investigation of grievances relating to discharges shall be given precedence over all other business before the Joint Port and Joint Area Labor Relations Committees and before the Area Arbitrator. In case of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time.

(f) Penalties for Work Stoppages, Pilferage, Drunkenness and Other Offenses.

All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. 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 Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the