

**SUPPLEMENTARY AGREEMENT**

**Between**

**PACIFIC MARITIME ASSOCIATION  
(For Covered Employers)**

**and**

**LOCAL 13  
of the**

**INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION  
(For Los Angeles-Long Beach Harbor Mechanics)**

This Agreement dated July 1, 2022, is entered into by and between the PACIFIC MARITIME ASSOCIATION on behalf of its members who are signatory hereto and such other members who may become signatories hereafter (hereinafter designated as the "Employer") and the INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION (ILWU) Local 13 in the Ports of Los Angeles-Long Beach in order to provide for wages, hours, and conditions of employment applicable to employees of the Employer who are assigned to its mechanic's work. This Contract Document covers the mechanics in the Ports of Los Angeles-Long Beach.

**WITNESSETH:**

This Agreement dated July 1, 2022, is a part of the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement, and it is understood that any item contained herein shall be changed to comply with the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement should any item conflict with the Coastwide Agreement. In addition, it is understood that the Coastwide Agreement's provisions apply to the Agreement areas not covered by this Agreement.

This AGREEMENT will have a common termination date with the ILWU-PMA Pacific Coast Longshore and Clerks' Coastwide Agreement.

This AGREEMENT shall be deemed to be renewed from year to year unless either the Employer or the Union gives written notice to the other party of a desire to amend or terminate at a common termination date with the ILWU-PMA Pacific Coast Longshore and Clerks' Coastwide Agreement at which time the Supplement may be reviewed and/or negotiated. Said notice shall be given at least sixty (60) days prior to the expiration date.

## SECTION 1

- 1.1 The jurisdiction of mechanics shall be as defined in Sections 1.7 and subsections of the PCLCD, as limited by Section 1.8 and subsections of the PCLCD.
- 1.11 This jurisdiction shall include the maintenance and repair of all present and forthcoming technological equipment utilized for cargo handling in accordance with Sections 1.7 and subsections of the PCLCD.
- 1.2 There shall be provided in this document the concept of flexibility within the scope of work relative to ILWU mechanic's duties in order to provide, furnish and maintain an efficient container terminal consistent with current ILWU-PMA Contracts.
- 1.3 The Employer has the right to contract any work to an outside repair agency when the maintenance cannot be performed by the Employer's maintenance facilities. Reasonable notice to the shop steward, or, in his absence, a member of the bargaining unit shall be given. Copies of contract agreements shall be furnished to the Union upon request.
- 1.4 This work force is recognized as consisting of skilled craftsmen and will be conducted as such.
- 1.5 The Employer shall be provided flexibility and use of ILWU personnel with respect to the movement of damaged or deadlined and unserviceable equipment, containers and chassis from and to the container yard for only maintenance, servicing, and/or repairs.
- 1.51 All monitoring of refrigerated containers shall be performed by ILWU mechanics.
- 1.6 Work may be performed on dock by vendors under bona fide original written manufacturers' warranty on new purchased or leased equipment. Additional service contracts not covered by the original warranty shall not be construed as being bona fide original manufacturers' warranties under this Section. Copies of said warranties shall be furnished to the Union upon request.
- While under vendor warranty, no agency other than vendor and/or manufacturer or manufacturer-designated agency shall be used to repair said piece of equipment.
- There shall be no gimmicking by the parties related to manufacturers' warranties.
- Employers will familiarize member(s) of the work force on new equipment under warranty. Familiarization shall include the operation and repair of new equipment under warranty.
- 1.7 A standard shall be established for hiring and certification of a journeyman longshore mechanic.
- 1.8 The parties Reaffirm LOU dated, November 23, 2002. Titled "LETTER OF UNDERSTANDING – LONGSHORE TECHNOLOGY", Spinosa/Minjace)

## SECTION 2 – HOURS

- 2.1 The standard workday and workweek shall be the first nine (9) hours worked, exclusive of the meal hour, between 7:00 PM and 5:00 PM, Monday through Friday. Mechanics may be worked past 5:00 PM if no second shift is working in order to service outside truckers or longshore workers remaining in the yard. This provision shall not be used as a gimmick by an employer to extend the standard mechanic work shift beyond 5:00 PM.
- 2.11 In the event a regular second shift is established, the standard workday and workweek for the second shift shall be the first nine (9) hours worked, exclusive of the meal hour, between 5:00 PM and 3:00 AM. Monday through Friday. Mechanics may be worked past 3:00 AM if no third shift is working in order to service outside truckers or longshore workers remaining in the yard. This provision shall not be used as a gimmick by an employer to extend the standard mechanic work shift beyond 3:00 AM.
- 2.12 In the event an Employer desires to establish a regular third shift (3:00 AM to 8:00 AM), the conditions for such a shift shall be in accord with the PCLCD unless otherwise specified by the Supplement.
- 2.13 In the event manning on a shift must be reduced, company seniority shall prevail. If the reduced shift has a need for additional mechanics, the mechanics who were removed from that shift shall have first choice of returning. They shall have that preference of choice for a period of one hundred and eighty (180) from the date that they were removed from that shift.
- 2.2 Meal periods shall be one (1) hour, as provided for in Section 2 of the PCLCD.
- 2.21 Mechanics shall not work over five (5) hours without an opportunity to eat unless an emergency situation exists, i.e., crane breakdown. Mechanics required to work over five (5) hours to correct an emergency situation shall be given an opportunity to eat and shall be paid one (1) hour for the meal hour at the overtime rate of pay.
- 2.3 The standard shift shall be nine (9) hours with a one hour leeway with a maximum ten (10) hours of work. All hours worked before 7:00 AM on the first shift shall be paid at the third shift rate of pay. A mechanic who works through the meal hour as provided for in Section 2.21 may be worked eleven (11) hours when required to shift or sail a vessel in accordance with Sections 2.442 and 2.444 of the PCLCD. Work on any shift in excess of 10 hours shall be offered to volunteers from that shift who are qualified.
- 2.31 All overtime will be rotated on hours worked or hours added due to flops on a voluntary basis, and all mechanics, excluding leadmen, shall rotate on this list. In case no qualified volunteers accept the work, qualified leadmen shall be assigned to the job. If additional men are required, the low man with appropriate qualifications shall be so assigned.

This Section does not supersede Section 6 of the PCLCD.

Any grievance regarding the above language shall be handled on a case-by-case basis and can be referred to an immediate LRC at the request of either the Union or the Employer.

- 2.4 Shift assignments of employees to a second and/or third shift, and all changes of shift, shall be on a voluntary basis, with all qualifications being equal, the most senior employee having first choice. If no employee volunteers for a second and/or third shift assignment, or a change of shift, the least senior employee with qualifications shall then be so assigned. Shift changes, once effected, shall be for no less than a period of 14 days; emergencies and temporary assignments of less than one (1) week occasioned by illness, injury, or other instances of a similar nature of another member of the same bargaining unit excepted.
  - 2.41 If there is a need to have steady personnel change shifts, a notification will be posted on the Mechanics' Bulletin Board with the following information: (1) the shift, (2) whether it is temporary or permanent, (3) what qualifications will be needed.
    - 2.411 The qualifications needed for the shift shall reflect the job that will be performed by the mechanic selected for the position. This shall not prohibit the Employer from assigning the shifted mechanic to other work.
  - 2.42 Temporary positions (2 weeks) shall be posted for 24 hours, and permanent positions shall be posted for 72 hours prior to selection. All posting will be done during the normal workweek.
  - 2.43 On "no-work" holidays as described in Section 5.2 of the PCLCD, longshore mechanics will be available for monitoring of reefer containers. On shifts involving Stop-Work Meetings by the ILWU, longshore mechanics will be available for monitoring, plugging, and unplugging reefers for receiving and delivery purposes. However, if on either occasion a verified emergency develops, the mechanic shall make the necessary repairs.
- 2.5 Each employee is entitled to a personal wash-up time five (5) minutes prior to the start of his or her designated meal hour and 10 minutes prior to the end of the shift.

### SECTION 3 – GUARANTESS

3.1 All mechanic jobs shall be guaranteed nine (9) hours of work each day the mechanic reports to work and is turned to. Accompanying the obligation placed upon the Employers to furnish nine (9) hours of work each shift is the obligation on the part of the mechanic to work a full nine (9) hours. Mechanics who are ordered to work as a mechanic and report to work and are turned to shall receive a guarantee of ten (10) hours pay, eight (8) hours and two (2) hours overtime at the prevailing rate.

3.11 Steadily employed day & night mechanics shall be paid a weekly guarantee of fifty (50) hours equivalent to forty (40) hours of straight time and ten (10) hours of overtime at their prevailing hours and shift rate of pay.

Steadily employed third shift mechanics shall be paid a weekly guarantee of thirty (30) hours equivalent to twenty-five (25) hours of straight time & five (5) hours of overtime at their prevailing hours and shift rate of pay.

3.112 The normal workweek for steady employees shall be Monday through Friday.

In return for a guaranteed weekly monetary sum, the Employer shall have flexibility in the scheduling of the work assignments of the steadily employed mechanics, and that only wages earned for hours worked between 6:00 AM and 5:00 PM, Monday through Friday, will be used in computing the compensation as set forth in this Section for steadily employed mechanics working day shifts, and only wages earned for hours worked between 5:00 PM and 3:00 AM and 3:00 AM to 8:00 AM the next day, Monday through Friday, will be used in computing the compensations as set forth in this Section for steadily employed mechanics working night shifts.

3.2 A steady employee absent due to illness, injury, funeral (in the immediate family), or with permission of the Employer shall be paid for hours worked during that payroll period. A steady employee who is absent without bona fide reason shall be paid for hours worked during that payroll period and shall be subject to disciplinary action in accordance with Section 17 of the PCLCD.

3.3 During any week in which a paid holiday, illegal work stoppage, picket lines, JPLRC penalty assessment, or any act of God "force majeure" occurs on Monday through Friday, the weekly guarantee of fifty (50) hours shall be reduced accordingly.

3.4 Each steadily employed mechanic shall work the hours set by his Employer from day to day within said week provided, however, no mechanic will be required to work a split shift in any one day.

3.5 Mechanics who are ordered out and dispatched and report for work ready to turn to, but are not turned to, shall receive the five (5) hour minimum guarantee at the prevailing rate of pay. Steady mechanics who have scheduled weekend work that is cancelled prior

to the start of the shift shall receive the five (5) hour minimum guarantee at the prevailing rate of pay.

Third Shift mechanics who are ordered out and dispatched and report for work ready to turn to, but are not turned to, shall receive the five (5) hour minimum guarantee at the straight-time rate of pay.

- 3.6 Mechanics called out on an emergency shall receive the four (4)-hour minimum guarantee at the prevailing rate of pay, except as provided for in Section 2.3. Mechanics shall be required only to perform the work necessary to correct the emergency situation. Such work shall be clearly stated to the mechanic at the time of call-out.

#### **SECTION 4 – HOLIDAYS**

Section 5 of the PCLCD shall be applicable. Mechanic apprentices, leadmen, and journeymen shall be paid holiday at the basic longshore rate.

#### **SECTION 5 – WAGES**

- 5.1 The straight-time rate shall be paid for work in the basic, normal or regular workday consisting of work between 7:00 AM and 4:00 PM or between 8:00 AM and 5:00 PM, Monday through Friday.
- 5.2 The overtime rate of pay shall apply to all work performed prior to 8:00 AM on nonscheduled early (7:00 AM) starts, based on a 14-day scheduling period.
- 5.3 The overtime rate of 1.5 shall be paid for work performed on weekends (Saturday and Sunday) and all Contract holidays specified in Section 5 of the PCLCD, and all work in excess of eight (8) hours on any one shift.
- 5.4 Work performed through the normal meal hour shall be paid at the overtime rate.
- 5.5 Shift differentials: Second shift (Monday through Friday) shall be paid at 1.333333 times the straight-time rate. The third shift (3:00 AM to 8:00 AM) shall be paid at 1.6 times the straight-time rate.
- 5.6 The Mechanic Wage Schedule of the PCLCD shall be applicable to the agreement section.
- 5.7 The wage rates established for ILWU journeymen mechanics, effective July 1, 2022, represent a skilled differential of twenty-five percent (25%) above the basic longshore rate of pay.
- 5.8 The wage rates established for ILWU Lead mechanics, effective July 1, 2022, represent a skilled differential of thirty-five percent (35%) above the basic longshore rate.

## SECTION 6 – PROMOTION, TERMINATION, LAYOFF, EMPLOYMENT

### 6.1 Promotions

The parties agree to the principle of promotions on the basis of company seniority and qualifications. Qualifications are to be determined by the Employer and shall include competency and ability to perform mechanical skills, or to direct work and mechanic operations, ability to handle men to secure conformance to the Agreement, and to maintain and promote harmonious relations on the job and between parties to this Agreement and the PCLCD. There shall be no favoritism and/or discrimination in promotions or elevations.

Mechanics who contend that they should have received consideration for promotion and were passed over may present their grievance to the Joint Port Labor Relations Committee and, if not resolved, their grievance may be submitted to the Area Arbitrator within five days.

At the Employer's option, the Union may choose two Union representatives to serve on a Promotions Panel. The Employer shall have the final determination regarding qualifications and promotions.

### 6.2 Layoff Notices

Any steady mechanic who is to be laid off shall be given two (2) payroll weeks' notice by his Employer.

Should the work opportunity be reduced to such a degree as to necessitate a reduction in the basic complement of mechanics, the last employed in that skilled category shall be the first laid off. The Employer will notify the Union prior to notification or actual layoff for the purpose of discussion to alleviate any problems for either the Union or Direct Employer.

- 6.21 Any steadily employed mechanic terminating his employment for any reason shall give his Employer two payroll weeks' notice. The Employer shall then notify the Joint Port Longshore Labor Relations Committee of the termination.
- 6.22 Any registered mechanic hired and working for more than ninety (90) calendar days shall be considered a steady mechanic. There will be a progress report every thirty (30) days for probationary employees during this time. The 30-day review will be a joint review with equal representation from the Employers and Union. The employee being reviewed has the right to sit in on this review.
- 6.23 Should new steady mechanic jobs be offered by an Employer, mechanics laid off under this Section shall be offered the first opportunity to return to any job which they are qualified to perform in the reverse order of layoff. Only steady mechanics laid off within one hundred eighty (180) days of the date of the new hiring shall be considered eligible for rehire under this provision. Mechanics returning under this Section who have previously gained seniority shall not have to serve any additional thirty (30) day period, and their previous seniority shall

count in regard to future layoffs. No seniority will be accrued by laid-off mechanics during their time off the steady employment roster.

- 6.24 Notice of return to work shall be given to the qualified laid-off employee as soon as possible or by certified mail, return receipt requested, directed to the last address on record with the Employer who laid off the mechanic. Five days following notification or the mailing of such a letter, if the job is not accepted, the Employer shall be free to offer the job to the next man on their seniority list who is qualified or to a new steady employee.
- 6.25 Should any qualified laid-off mechanic be unavailable for contacting for a bona fide and legitimate reason, such as an authorized vacation or injury, he may apply for the new steady mechanic job upon his return. Pending the return of such qualified laid-off mechanic, the Employer shall be free to employ the next qualified laid-off mechanic on his seniority list until exhausted, or a new steady employee. Claims for jobs under this provision must be made within thirty (30) days of the occurrence of the new steady mechanic position.
- 6.26 Seniority shall also be lost if any employee is laid off for a continuous period of one hundred eighty (180) days.
- 6.27 Seniority shall also be lost by discharge of the employee from the facility for proven cause (Section 17 of the PCLCD Grievance Machinery) or by an employee's failure to report to work when directed to do so by the Employer without obtaining leave of absence approved by the company and the Union.
- 6.28 A registered Class "A" or Class "B" longshoreman who loses his seniority as a result of being found guilty of a serious Contract violation under Section 17.8 and Subsections of the PCLCD - theft/pilferage, assault, abusive use of drugs/alcohol, willful destruction of company property, and continual disregard for safety regulations shall be deregistered if the mechanic earned his registration in accordance with the provisions of Section 8 of this Agreement.
- 6.29 If there is a disagreement between the parties as to the propriety of the discharge, the employee shall have access to the grievance procedure, provided such complaint is filed promptly with the Employer within five (5) working days after he has been notified of his discharge. Union to be notified of this occurrence.

### 6.3 Employment

The Employer under this Contract Supplement shall be furnished a basic complement of men in the number determined by the Employer to meet the anticipated employment needs.

- 6.31 If qualified registered men in numbers requested by the Employer fail to accept jobs and make application, then such individual Employer shall be free to employ nonregistered employees to be selected. The Employer will notify the Union before seeking nonregistered employees. Employees seeking



employment as mechanics will submit an application with the Employer who is hiring new mechanics.

- 6.32 It is recognized by the parties that the work load may vary, calling for the employment of men over and above the basic complement. When such additional men are required, they shall be identified as supplemental labor.
- 6.33 Orders for supplemental labor shall be placed by the Employer at the ILWU-PMA Dispatching Hall. Supplemental labor shall be dispatched as per local Joint Dispatch Rules.
- 6.34 Supplemental labor may be continued on the payroll up to 14 days.
- 6.35 Personnel requested from the Dispatch Hall on a temporary basis shall be required to furnish the basic tools necessary to perform his work assignment. The basic tools shall be as listed:
1. Open-End Wrenches – From ¼” to 1”
  2. Combination Wrenches – From ¼” to 1”
  3. ½” Drive Socket Set with Breaker Bar – From ¼”to 1” and also 2” and 6” extensions
  4. Phillips Screw Drivers - #1, #2, #3, #4
  5. Standard Screw Drivers – 3/16” – ¼” – 5/16” – 3/8”
  6. Gripping or Water Pump-type Pliers (Channel Lock)
  7. 5-1/2” Standard Pliers
  8. 6” Diagonal Cut Pliers
  9. 6” Needle Nose Pliers
  10. Flat Chisels – ¼” – ½” – ¾”
  11. Punches – 3/32” – 3/16” – 5/16”
  12. 12” Crescent Wrench
  13. Hacksaw
  14. Pry Bar
  15. Allen Wrenches – 3/64” to ½”
  16. Wire Stripper
  17. Ball Peen – 8 and 16 oz. hammers
- 6.36 Mechanics may transfer from one Employer to another Employer with mutual consent of their Employer provided that the mechanic(s) have appropriate qualifications and that they meet the requirements of the maintenance and repair Herman/Flynn Letters of Understanding dated January 17, 1980 and March 24, 1980.

## **SECTION 7 – VACATION**

Section 7 of the PCLCD shall be applicable. Mechanic apprentices, leadmen, and journeymen shall be paid vacation at their appropriate mechanics' rate in accordance with Section 7.13 and Subsections of the PCLCD.

## **SECTION 8 – PROBATIONARY PERIOD AND REGISTRATION**

Probation and registration shall be in accordance with ILWU-PMA Letters of Understanding dated January 17, 1980 and March 24, 1980 as follows:

- 8.1 This covers the registration of nonregistered M&R employees whose employment is required under Sections 1.7 and 1.71 and who are employed after January 17, 1980.
  - 8.12 The Joint Port Labor Relations Committee may mutually agree to grant Class "B" registration on the first day of the month after completion of three (3), four (4), or five (5) months of continuous service with an Employer who is a party to the PCLCD.
    - 8.121 There will be a progress report every 30 days for probationary employees.
    - 8.122 The 30-day review will be a joint review with equal representation from the Employers and Union. The employee being reviewed has the right to sit in on this review.
  - 8.13 Longshore mechanics will be registered under the Herman/Flynn Letters of Understanding dated March 24, 1980, Item 1, as amended by the Coast Letters of Understanding dated July 16, 1996, Item 2.
  - 8.14 An individual selected by the Employer for probationary employment must successfully pass the Coastwise ARRO Strength and Agility Test and physical examination prior to the first day of employment. Failure to pass the above requirements shall disqualify an individual for employment.
  - 8.15 They shall be eligible for advancement to Class "A" registration status after six (6) months of satisfactory employment as a Class "B" registrant.
  - 8.16 They shall be restricted to the particular job for which they are employed for a period of not less than five (5) years.
  - 8.17 They shall continue to be restricted to that particular job beyond the five (5)-year period so long as the particular job is available to them, unless released from this restriction by mutual agreement.
  - 8.18 The term of service for longshore mechanics registered under the Herman/Flynn Letters of Understanding shall be in accordance with the Coast Letters of Understanding, dated November 23, 2002.

## SECTION 9 – JOB CLASSIFICATION

9.1 The parties recognize the following job classifications:

9.2 Journeyman

A Journeyman is defined as a skilled employee who is fully trained and qualified to perform the required work within the scope of work as described in Section 1.1.

9.3 Working Lead Mechanic

Working Lead Mechanics shall be qualified by the Employer and required to direct, instruct, and properly supervise employees in the performance of their work. Job responsibility shall not be limited to only direction and supervision, but additional work and tasks within the scope of work as defined that may be required by the Employer.

9.31 When only one (1) journeyman is employed, the leadman rate shall prevail. There shall be at least one (1) working leadman employed per shift, except when a journeyman mechanic is called out for an emergency.

9.4 If an Employer restricts access to tools and parts, constructs a caged area and designates a specific individual to distribute mechanics tools and parts, a journeyman ILWU mechanic shall be employed as a tool and parts person. It is understood that work as a tool and parts person shall be in conjunction with their duties as a working mechanic.

Tool and parts work that was done pursuant to a past practice as of July 1, 1990, may be continued to be done by non-mechanic employees of that Employer, or where otherwise mutually agreed to.

## SECTION 10 – TOOLS

10.1 Each steady employee is expected to furnish his own complete set of U.S. standard and metric hand tools up to a maximum size of one and one-fourth inch (1-1/4") one-half inch (1/2") drive and its metric equivalent. The one and one-fourth inch (1-1/4") limitation will also apply to open end and/or box wrenches.

10.12 All expendable tools, such as hacksaw blades, files, taps, drill bits, etc., will be furnished by the Employers. In addition, all power tools, electric drills, impact wrenches, drop lights, creepers, car stands and jacks, special factory tools, test equipment, and general heavy duty tools or related equipment, three-quarter inch (3/4") drive or larger, will be furnished by the Employers

10.2 The Employer shall reimburse each employee for the loss of inventoried (Employer verified) hand tools due to theft, fire, or catastrophe on the Employer's premises, or while in service of the Employer, less \$50 on each such loss, provided that such loss is not caused by the employee's negligence. Questions involving losses of \$50 or less due to negligence are subject to the Contract Grievance Machinery. Claims will be honored only for tools which have been listed on an appropriate inventory form filed with the Employer.

The employee shall notify the Employer whenever he removes his tools from the Employer's premises.

Under extended leave of absence, lasting more than 90 days, steady employees must remove their tools from the job site.

The Employer will not be responsible for lost or stolen tools during an employee's absence beyond 90 days.

New employees shall have a complete set of tools required by the Employer and submit a corresponding inventory list to their Employer at the time of initial dispatch. The inventory list shall be verified by the Employer. Current employees shall have the responsibility to complete an inventory list of those tools that are required by their individual employer.

Current employees who have not submitted an inventory list shall be allowed a two (2)-hour period, agreed to by the Employer, in which to complete said list.

10.3 The employee will be required to file a claim within twenty-four (24) hours of known theft, fire, or catastrophe.

10.4 The Employers shall provide shop uniforms and laundry service to each steady employee (including apprentices) of seven (7) changes per week, per employee, to those who regularly wear their uniforms on the job. Uniforms shall be furnished through a central servicing arrangement and shall be made of cotton.

Each employee shall be permitted to change his individual preference of the type of standard shop uniform available (coverall or shop uniform) twice each year, once during the summer months and once during the winter months. Any selection made must thereafter be adhered to until the next regular opportunity to change selection arrives.

10.41 Shop uniforms shall be returned to the Employer within two (2) weeks of employment termination, or within 30 days if off work due to illness or injury.

10.42 All uniform allotments shall be made whole (seven uniforms) every six months.

10.5 The Employer shall provide necessary welding hoods and gloves to employees engaged in welding, cutting, burning, or brazing.

10.6 Safety vests that are damaged or soiled on the job shall be replaced by the Employer at the Employer's expense.

The damaged or soiled safety vests must be turned in to the Employer in order to receive a replacement. Mechanics shall be required to sign for all replaced vests.

10.61 Claims for lost or stolen safety equipment are not valid.

## 10.7 Tool Voucher Program

### *Overview*

- ◆ PMA will pay up to \$1,000 per year for the purchase of tools over and above the required tools listed in Sections 6.35 for employees dispatched out of the Joint Longshore Dispatch Hall and 10.1 for each steadily employed mechanic. Eligible employees may utilize voucher certificates for the purchase of tools from the approved catalogs.
- ◆ PMA will act as the sole administrator of the tool voucher program.
- ◆ PMA will contract with Jointly-approved vendors to act as the tool distributors for the program. The Parties shall meet as needed to review the vendors and catalogs.
- ◆ Employees who have worked a minimum of 1,300 hours during the fiscal year (July 1–June 30) in occupation codes 0245 (Journeyman Mechanic) and/or 0247 (Leadsmen Mechanic) (or any future changes in occupational job code numbers for Journeyman Mechanic and Lead Mechanic for occupational job codes 0245 and 0247 respectively) shall be eligible to receive tool voucher certificates. Employees who worked a minimum of 1,300 hours in occupation codes 0245 and/or 0247 shall receive \$650 in voucher certificates as well as a \$0.50 (fifty-cent) voucher credit for every hour worked in occupation codes 0245 and/or 0247 in excess of 1,300 hours in occupation codes 0245 and/or 0247 up to a maximum of 2,000 hours for a maximum of \$1000. For the purpose of determining eligibility for this program, five hours worked on the regular third shift shall be equal to eight hours worked. For example, 813 to 1,250 hours of actual third shift time worked equates to 1,300 to 2,000 of first or second shift actual hours worked.
- ◆ Voucher shall be paid starting in July 2009 and continue every July thereafter.
- ◆ Continuous absence due to work-related injury for which a steady longshore mechanic received Worker's Compensation is considered qualifying time. Temporary absence due to a compensable temporary partial disability because of industrial illness or injury shall also be considered qualifying time for steady employees.

### *Administration*

- ◆ The JPLRC will approve all vendors and catalogs from which eligible mechanics may choose to purchase tools.
- ◆ Pacific Maritime Association will run a report to determine employees that are eligible for the certificate upon conclusion of the fiscal year.
- ◆ PMA will distribute voucher certificates to eligible employees in \$100 increments or any fraction thereof to a maximum of ten total certificates. The vouchers will be recognized by all of the designated tool vendors.

- ◆ Eligible employees may present the certificate to a participating vendor toward the total amount of the tool purchase (tool price plus taxes). If the purchase exceeds the value of the certificate then the employee buyer is responsible for additional costs. There is no payroll deduction associated with this program. If the purchase price (tool price plus taxes) is less than the value of the certificate, the employee will receive a vendor credit for the unused amount. The credit for the unused amount may only be redeemed with the vendor who accepted the original certificate. If the employee fails to use the certificate by June 30th of the fiscal year in which it was issued, the certificate (and/or any unused credit with a participating vendor) will expire.
- ◆ Tool voucher certificates are non-transferrable. Any longshore worker participating in selling, trading, or transferring tool voucher certificates is subject to the following penalties: Minimum penalty, 30 days off all work. Maximum penalty, discretionary.

### **SECTION 11 – STRIKES, LOCKOUTS, AND WORK STOPPAGES**

There shall be no strikes, lockouts, or work stoppages except in accordance with the terms and conditions of Section 11 of the Pacific Coast Longshore Contract Document.

### **SECTION 12 – SHOP STEWARDS**

- 12.1 The Employer agrees that members of the Union shall choose from the regular employees a representative or steward to act on behalf of the Union in any capacity assigned to such representative or steward by the Union, provided, however, that such activity on the part of the representative or steward shall not interfere with the normal and regular operations. The company will be notified by the Union in writing as to who the Union shop steward is.
- 12.2 The Employer shall not terminate from his employ any Union steward without first giving the Union 48 hours' notice of such termination. The Employer may terminate a steward for just cause, subject to grievance procedure. In no event shall an Employer discriminate against a steward, by way of termination or otherwise, because of performance of duties.

### **SECTION 13 – JURY DUTY**

Time off shall be granted to steady employees employed steady by a company in excess of two (2) years called to jury duty by Local, State, or Federal Government judicial agencies. The Employer will pay the difference between the jury duty pay received and the employee's remaining fifty (50) hour weekly guarantee at the job classification rate, Monday through Friday.

Employees shall notify their Employer immediately upon notification of a summons and/or selection for jury duty.

Jury duty pay shall only be applicable to those days when an employee is actually serving on a jury and required to report to the court. Employees requesting jury duty pay shall present to their Employer the receipt and acknowledgment of jury duty service as supplied by the court.

In no case shall jury duty pay to any one employee exceed a period of four (4) weeks in any two (2) consecutive calendar years.

## **SECTION 14 – GRIEVANCE PROCEDURE**

The grievance machinery for mechanics shall be in accordance with the terms and conditions of Section 17 of the PCLCD for major offenses; minor offenses shall be in accordance with the terms and conditions as stated in this section.

### **14.1 Classification of Violations**

14.11 Minor Offenses - Absence from the job such as late starts, early quits, extended relief periods, extended meal hours, failure to show, failure to follow work as directed, minor insubordination, falsification of work orders or written documents and any other infraction of a minor nature.

14.12 Major Offenses - Assault, theft/pilferage; willful damage to property; abusive use of drugs/alcohol; continual disregard for safety; gross insubordination; or any other infraction or breach of Contract determined by the Joint Labor Relations Committee to be a major offense.

### **14.2 Disciplinary Provisions**

The following penalties shall be applied to individuals who have not completed their obligation as stated in Section 8.18 of the LA/LB Harbor Mechanics Port Supplement and SCLB 0017-2003, item 13 (B):

#### Minor Offenses

- 1st Offense – Letter of Reprimand with a copy to LRC and individual employee.
- 2nd Offense – 1 or 2 day(s) off all work
- 3rd Offense – 1 to 3 week(s) off all work
- 4th Offense – 2 to 4 weeks off all work
- 5th Offense – Minimum penalty, 6 months off all work. Maximum penalty, discretionary or deregistration.

#### Major Offenses

The Penalty Provisions of PCLCD, Section 17.82 and its Subsections shall apply.

### **14.3 Penalties**

In determining minor offenses penalties, neither the parties nor the arbitrators shall consider offenses that predate four (4) years or more the date of a current offense.

**SECTION 15 – DISCRIMINATION**

All disputes regarding discrimination shall be adjudicated in accordance with the terms and conditions of Section 13 of the PCLCD.

**SECTION 16 – TERM OF AGREEMENT**

This Contract shall be for the term of the Pacific Coast Longshore Contract Document.

**SECTION 17 – WELFARE AND PENSION PLANS**

Section 23 of the PCLCD shall be applicable to this Agreement.

**SECTION 18 – SAFETY**

All Lead Mechanics shall be offered paid CPR/AED and First Aid training every two years.



## ADDENDA

For the convenience of the longshoremen, the employers, and the parties, there are printed herein a number of the rulings of the Joint Coast Labor Relations Committee that are currently in effect. The printing herein of any rulings of the Joint Coast Labor Relations Committee does not in any way change its effect or mean that it is entitled to greater weight than other rulings of the Joint Coast Labor Relations Committee. Nor does the printing of any ruling in any way limit the power of the Joint Coast Labor Relations Committee to modify or change it.

- ◆ Coast Letter of Understanding, dated September 26, 1979
- ◆ Coast Letter of Understanding, dated March 24, 1980
- ◆ Coast Letter of Understanding, dated July 1, 1993
- ◆ Coast Letter of Understanding, July 16, 1996
- ◆ Coast Letter of Understanding, November 23, 2002.
- ◆ Coast Letter of Understanding, November 23, 2002, Longshore Technology
- ◆ Coast Letter of Understanding, Special Grievance Machinery – M&R Registered Mechanics, dated July 1, 2008
- ◆ Coast Letter of Understanding, New Terminal Facilities, dated July 1, 2008
- ◆ Coast Letter of Understanding, Inraport Transfer of Mechanics, dated July 1, 2008
- ◆ Coast Letter of Understanding, Contractual Obligations, dated July 1, 2008
- ◆ Coast Letter of Understanding, Clarifications and Exceptions to ILWU Maintenance and Repair Jurisdiction, July 1, 2008
- ◆ Coast Letter of Understanding, Maintenance and Repair – Warranty Definition, July 1, 2008
- ◆ Coast Letter of Understanding, M&R Work “Contract Stevedores” and Bulk Facilities, July 1, 2008
- ◆ Coast Letter of Understanding, Special Grievance Machinery – M&R Registered Mechanics, dated July 1, 2022
- ◆ Coast Letter of Understanding, Inraport Transfer of Mechanics, dated July 1, 2022
- ◆ SCLB-0162-2023, Sections 2.1; 2.11; 2.3 and 3.1, Q&A Session dated August 5, 2022

IN WITNESS WHEREOF, this Agreement is executed this 1st day of July 2022 by the duly authorized agents and representatives of the parties hereto.

**INTERNATIONAL LONGSHOREMEN'S  
AND WAREHOUSEMEN'S UNION  
LOCAL 13**

On behalf of the following signatory member Employers who have authorized and accepted this Agreement

By /s/ ILWU 13  
Name *Carol Henderson*  
Title President

**PACIFIC MARITIME ASSOCIATION**

*Chad Lindsay*  
By /s/ Pacific Maritime Association  
Name Chad Lindsay  
Title Vice President

By /s/ ILWU 13  
Name *James Jones*  
Title Secretary/Treasurer

**PACIFIC MARITIME ASSOCIATION**

*Daniel Inman*  
By /s/ Pacific Maritime Association  
Name Daniel Inman  
Title Assistant Area Director

By /s/ ILWU 13  
Name *Michael Thomas*  
Title LRC Representative

**PORT MAINTENANCE GROUP**

*Jack Rule*  
By /s/ Port Maintenance Group  
Name Jack Rule  
Title Chief Executive Officer

By /s/ ILWU 13  
Name *John Smith*  
Title M&R Representative

**FENIX MARINE SERVICES**

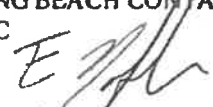
*Jeff O'Donnell*  
By /s/ Fenix Marine Services  
Name Jeff O'Donnell  
Title Director of Labor Relations

By /s/ ILWU 13  
Name *Paul Peltz*  
Title ILWU 13 President 2022

**HARBOR INDUSTRIAL SERVICE  
CORPORATION**

*Tim McCarthy*  
By /s/ Harbor Industrial Service Corp.  
Name Tim McCarthy  
Title Chief Operating Officer


LONG BEACH CONTAINER TERMINAL,  
LLC

  
By /s/ Long Beach Container Terminal, LLC.  
Name Eric Naefke  
Title Senior Labor Relations Manager


OCEAN TERMINAL SERVICES, INC.

By /s/ Ocean Terminal Services, Inc.  
Name Nick Tonsich  
Title President


PACIFIC CRANE MAINTENANCE  
COMPANY, LP

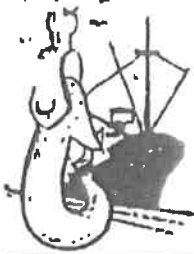
  
By /s/ Pacific Crane Maintenance Co., LP  
Name Michael Outland  
Title Vice President, Labor Relations

PASHA STEVEDORING & TERMINALS

  
By /s/ Pasha Stevedoring & Terminals  
Name David Van Waardenburg  
Title Vice President

TOTAL TERMINALS INC.

  
By /s/ Total Terminals Inc.  
Name Todd Stockham  
Title Director, Labor Relations



**PACIFIC  
MARITIME  
ASSOCIATION**

635 SACRAMENTO ST. • SAN FRANCISCO, CALIF. • (P.O. BOX 7861) • 94120 • TEL.: (415) 362-7973

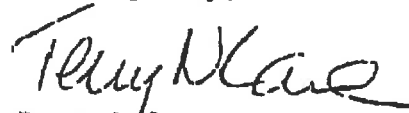
September 26, 1979

Mr. James A. Herman  
International Longshoremen's  
and Warehousemen's Union  
1188 Franklin Street  
San Francisco, CA 94109

Dear Mr. Herman:

Attached is a signed copy of the Letter of Understanding on ILWU-PMA Welfare Plan coverage for maintenance and repair workers. It is our understanding that the last sentence, as it relates to "employees of other member companies," is intended specifically to cover American Bulk Loading Enterprise, Inc., Terminal Island, California, with the further understanding that if the parties disagree on coverage of additional member companies, a separate Letter of Understanding may be required.

Yours very truly,

  
Terry N. Lane  
Corporate Secretary

TNL/bjf  
Attach.

cc: PMA Area Managers

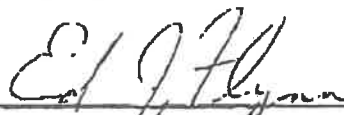
LETTER OF UNDERSTANDING

The ILWU and the PMA hereby agree that non-registered employees employed as maintenance and repair workers under the terms of Sections 1.7 and 1.71 of the PCLCD, and on whose hours of employment the appropriate welfare assessments have been paid, shall be eligible for welfare benefits under the ILWU-PMA Welfare Plan on the first day of the month after having first completed three (3) months of continuous service as maintenance and repair workers with an employer who is a party to the Pacific Coast Longshore and Clerks' Agreement.


It is understood that the above covers or will cover the following employees of Eagle Marine and California United Terminals in Los Angeles after three (3) months of employment, and employees of other member companies when the above requirements are met:

<u>Eagle Marine</u>		<u>Calif. United Terminals</u>	
<u>Name</u>	<u>Starting Date</u>	<u>Name</u>	<u>Starting Date</u>
Randle	4/23/79	Warren	7/16/79
McArthur	5/21/79	Tietz	7/16/79
Fernandez	5/21/79	McKee	7/16/79
		Otomo	7/27/79
		Shimokochi	7/27/79

For PMA:

  
Date 9/21/79

For ILWU:

  
Date 9/26/79



PACIFIC  
MARITIME  
ASSOCIATION

635 SACRAMENTO ST. • SAN FRANCISCO, CALIF. • (P.O. BOX 7861) • 94120 • TEL.: (415) 362-7973

March 24, 1980

Mr. James R. Herman  
President  
International Longshoremen's &  
Warehousemen's Union  
1188 Franklin Street  
San Francisco, California 94109

Letter of Understanding  
Sections 1.7 and 1.71 -- Registration

Dear Mr. Herman:

Our subject letter of January 17, 1980 resolved the registration of non-registered M & R employees whose employment was required under Sections 1.7 and 1.71 and who were employed as of January 17, 1980.

This Letter of Understanding covers the registration of non-registered M & R employees whose employment is required under Sections 1.7 and 1.71 and who are employed after January 17, 1980. Such employees will be granted registration status under the procedures and conditions set forth in our letter of January 17, 1980, with the following time frames to be applicable:

1. The Joint Port Labor Relations Committee may mutually agree to grant Class "B" registration on the first day of the month after completion of 3, 4 or 5 months of continuous service with an employer who is a party to the PCLCD.

2. The Joint Port Labor Relations Committee shall grant Class "B" registration on the first day of the month after completion of 6 months of continuous service with an employer who is a party to the PCLCD.

Mr. Herinan  
March 24, 1980  
Page 2

The understandings set forth in this letter are applicable until  
July 1, 1981.

Very truly yours,

By Ed. J. Flynn

Understanding Confirmed:

By James M. McCarroll

Date 3/26/80

July 1, 1993

Mr. David Arian  
International Longshoremen's  
and Warehousemen's Union  
1188 Franklin Street  
San Francisco, CA 94109

Letters of Understanding  
Sections 1.7 and 1.71 -- Registration

Dear Mr. Arian:

The Letters of Understanding dated January 17, 1980 and March 24, 1980 cover the granting of registration to non-registered employees who become employed under the provisions of Sections 1.7 and 1.71 of the PCLCD. The Letter of Understanding dated August 16, 1985 concerning the termination of such employees and disciplinary procedures is modified and reaffirmed during the course of 1993 bargaining as follows:

M & R employees who have been granted registration and are terminated by their employers through no fault of their own shall retain their registration and shall be entitled to employment through the dispatch hall. If maintenance and repair work become available, they shall be required to accept such work.

M & R employees who have been registered and subsequently quit, resign or do not make themselves available for work shall be deregistered.

M & R employees, after having been granted registration, shall be subject to the following disciplinary penalties and/or procedures:

Minor Offenses -- Absence from job such as late starts, early quits, extended relief periods, extended meal hours, failure to show, failure to follow orders or to work as directed, minor insubordination, falsification of work orders or written documents, and any other infraction of a minor nature:

1st Offense Letter of reprimand with copy to LRC  
and individual employee



2nd Offense      1 or 2 days off w/o pay  
 3rd Offense      1 to 3 weeks off w/o pay  
 4th Offense      4 weeks off w/o pay  
 5th Offense      Deregistration

Major Offenses --

The Penalty Provisions  
 of Section 17.82 and  
 Subsections shall apply

Assault	) 17.821 and Subsection
Theft/pilferage	) 17.822 and Subsection
Willful damage to property	) 17.827 and Subsection
Abusive use of drugs/alcohol	) 17.824 and Subsection
Continual disregard for safety	) 17.827 and Subsection
Gross insubordination	) 17.827 and Subsection
Or any other infraction or breach of Contract determined by the Joint LRC to be a major offense.	) 17.827 and Subsection ) )

Grievances -- Employees charged with an offense shall be given a copy of a written complaint and shall have five (5) days in which to grieve. Such grievances shall be adjudicated by the Joint Labor Relations Committee within ten (10) days under Section 17 procedures. Failure of an employee to grieve shall be considered acknowledgment of the charge.

This grievance machinery shall be included in all ILWU-PMA Mechanic Port Supplements. The grievance procedures, including arbitration, found in Section 17 of the PCLCD may be utilized to resolve disagreements involving these disciplinary penalties.

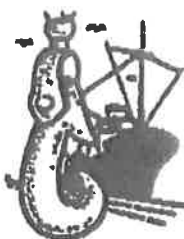
Very truly yours,

William E. Coday.

Understanding confirmed:

s/David Arian  
 David Arian, President, ILWU

Dated: July 2, 1993



# PACIFIC MARITIME ASSOCIATION

550 CALIFORNIA ST. • MAILING ADDRESS: P.O. BOX 7861 • SAN FRANCISCO, CALIFORNIA 94120 • TEL.: (415) 576-3200  
July 16, 1996

Mr. Brian McWilliams  
President  
International Longshoremen's  
and Warehousemen's Union  
1188 Franklin Street  
San Francisco, CA 94109

## Letters of Understanding

Dear Mr. McWilliams:

During the course of the 1996 Coast Negotiations, the Committee discussed the following issues and understandings:

1. Keyboard Training

The Committee discussed the Union's proposal regarding keyboard training for longshoremen eligible to transfer to clerks' registration. The Committee agreed that these individuals would have access to PMA training centers to practice and train on keyboards. Arrangements for these sessions will be made by the local JPLRC's.

2. Registration of M & R Employees Under The Terms of The Herman/Flynn Letter of Understanding of March 24, 1980

The parties discussed registration under Paragraph 1 of the above captioned letter of understanding. That paragraph reads as follows:

"1. The Joint Port Labor Relations Committee may mutually agree to grant Class 'B' registration on the first day of the month after completion of three (3), four (4), or five (5) months of continuous service with an employer who is a party to the PCLCD."

The parties agreed that prospectively an M & R employee will be registered upon completion of three (3) months of continuous service provided his performance is satisfactory and he is recommended by his employer.

3. Sections 1.13 and 1.131 - PCCCD

The parties agreed to print the July 1, 1984 Letter of Understanding regarding Sections 1.13 and 1.131 of the PCCCD in the Addenda of the PCCCD book.

That letter states: "During the course of the 1984 negotiations the parties discussed the meaning and application of Sections 1.13 and 1.131 of the Agreement, and agreed that the intent of those sections is to preserve the traditional work of marine clerks as expressed by the Coast Arbitrator in Award C-21-83, and the Southern California Area Arbitrator in Award SC-31-83."

4. MODAT's In Cargo Handling Equipment

The parties discussed the use of longshore equipment operators utilizing mobile display computer remote terminals in cargo handling equipment to receive direction and acknowledge completion for the movement of containers and cargo.

The parties acknowledge that the use of these terminals by longshore equipment operators will not replace the traditional work of marine clerks as outlined in Section 1 of the PCCCD.

5. M & R Negotiations

This is to confirm that the Coastwise M & R Supplement will include language covering the following provisions: Wages, Training, Registration, Work Assignment, Grievance Procedure, Health and Welfare, Shift Differentials, Discrimination, Tools, Probationary Periods, Hours, and Pensions.

6. San Francisco Steady Skilled Men

The parties discussed the two shift per week restriction on hall work for steady skilled men in Section VI, Item D(1)(d), and noted this provision may result in a conflict with Section 14.76, PCLCD. It was agreed this issue was referred to the local parties for resolution.

Brian McWilliams, ILWU

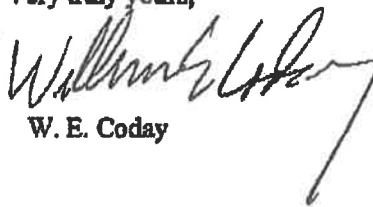
July 16, 1996

Page 3

7. San Francisco Miscellaneous Dockworkers Agreement Guarantees


The parties agreed that the question of appropriate guarantees for employees working under the San Francisco Miscellaneous Dockworkers Agreement would be resolved in local negotiations, with the understanding that any resolution will adhere to the principles of Section VI, Guarantees, Skilled Rates for All Longshoremen and Clerks.

Very truly yours,



W. E. Coday

Understandings Confirmed:

---

Brian McWilliams, President, ILWU

Date: 7.16.96

(letters)



**Pacific Maritime Association**  
**Headquarters**

November 23, 2002

Mr. James Spinosa  
International President  
International Longshore  
and Warehouse Union  
1188 Franklin Street, 4<sup>th</sup> Floor  
San Francisco, CA 94109

**Letter of Understanding**  
***Mechanic Employment Requirement***

Dear Mr. Spinosa:

During the course of the 2002 ILWU-PMA Contract negotiations, the Parties discussed a registered mechanic's obligation to the performance of mechanic work, agreeing to the following:

- After 12 years of steady mechanic employment, a mechanic shall receive full dispatch hall check-in rights, including transfer and promotion.
- After 15 years of service, a mechanic shall receive full dispatch hall check-in rights, including transfer and promotion.
- These provisions shall be based on industry seniority and limited to 10% of an individual employer's mechanic work force in one year. In applying the 10% to a steady mechanic work force that totals less than ten, one mechanic per year shall receive full dispatch hall check-in rights, including transfer and promotion.

Very truly yours,

  
Joseph N. Miniace  
President and CEO

*Acknowledged and Confirmed:*

  
James Spinosa, International President, ILWU

Dated: 11-23-02

November 23, 2002

Mr. Joseph Miniace  
President and CEO  
Pacific Maritime Association  
550 California Street  
San Francisco, CA 94104-1006

**LETTER OF UNDERSTANDING – LONGSHORE TECHNOLOGY**

**“In addition, the union is guaranteed that any new equipment used by PMA employers will be operated by ILWU members, trained if necessary by the employers.” Men and Machines, an ILWU-PMA Publication, July 1, 1966.**

- All implementation of new technology as it affects Longshoremen shall be introduced in accordance with Section 15 of the PCLCD.
- When the Employer chooses to implement new technology to perform work covered in Section 1 of the PCLCD, then that work shall be assigned to Longshoremen. The performance of this work shall be performed on dock – on site.
- Work historically performed by Longshoremen shall continue to be performed by Longshoremen.
- All Longshore equipment in PCLCD facilities shall be operated by Longshoremen.

Yours truly,

James Spinosa  
International President

Understanding Confirmed:

---

Joseph Miniace  
President and CEO  
Pacific Maritime Association

**INTERNATIONAL  
LONGSHORE &  
WAREHOUSE UNION**  
AFL-CIO



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ROBERT McELLRATH  
President

JOSEPH R. RADISICH  
Vice President

WESLEY FURTADO  
Vice President

WILLIAM E. ADAMS  
Secretary-Treasurer

July 1, 2008

James C. McKenna  
President & CEO  
Pacific Maritime Association  
555 Market Street, 3rd Floor  
San Francisco, CA 94105

**LETTER OF UNDERSTANDING**  
**Special Grievance Machinery – M&R Registered Mechanics**

Mr. McKenna:

During the course of the 2008 PCL&CA negotiations, the Parties agreed to modify the July 1, 1993 Arian/Coday Letter of Understanding as follows:

Minor Offenses – Absence from job such as late starts, early quits, extended relief periods, extended meal hours, failure to show, failure to follow orders or to work as directed, minor insubordination, falsification of work orders or written documents, and any other infraction of a minor nature:

1 <sup>st</sup> Offense	Letter of reprimand with copy to LRC and individual employee
2 <sup>nd</sup> Offense	1 or 2 days off w/o pay
3 <sup>rd</sup> Offense	1 to 3 days off w/o pay
4 <sup>th</sup> Offense	4 weeks off w/o pay
5 <sup>th</sup> Offense	Deregistration

In determining minor offense penalties, neither the Parties nor the arbitrators shall consider offenses that predate two years or more of the date of a current offense.

Sincerely,

Robert McEllrath  
International President

Understanding confirmed:

James C. McKenna  
President & CEO  
Pacific Maritime Association

Dated: 7-28-08



**Pacific Maritime Association  
Headquarters**

July 1, 2008

Mr. Robert McEllrath, President  
International Longshore and Warehouse Union  
1188 Franklin Street, 4<sup>th</sup> Floor  
San Francisco, CA 94109

**Letter of Understanding**  
**New Terminal Facilities**

Dear Mr. McEllrath:

During the course of the 2008 PCL&CA negotiations, the Parties had extensive discussion about future industry growth. The Employers sought assurance that the Parties will be able, in advance, to resolve disputes connected to the opening of new terminal facilities. The Union restated its support of the investment and construction of new terminal facilities and development of technologies.

This Letter of Understanding commits both parties to proactively discuss intended new terminal facilities, pursuant to the provisions of Section 15 of the PCLCD to avoid and/or resolve disputes.

The Parties further agree that steady and hall registered ILWU mechanics shall be entitled, at such mechanics' request, for interport transfer to new mechanic positions for the opening of new marine terminals. Notice of steady mechanic positions shall be posted in all longshore dispatch halls coastwise at least sixty (60) days in advance. Upon acceptance of the hiring employer, interport transfer shall be subject to approval of the involved JPLRC's in accordance with the established transfer provisions of Supplement I of the PCL&CA.

Sincerely,

James E. McKenna  
President and CEO

Understanding confirmed:

Robert McEllrath, President  
International Longshore and Warehouse Union

Dated: July 28<sup>th</sup>, 2008



**INTERNATIONAL  
LONGSHORE &  
WAREHOUSE UNION**  
AFL-CIO



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ROBERT McELLRATH  
President

JOSEPH R. RADISICH  
Vice President

WESLEY FURTADO  
Vice President

WILLIAM E. ADAMS  
Secretary-Treasurer

July 1, 2008

James C. McKenna  
President & CEO  
Pacific Maritime Association  
555 Market Street, 3rd Floor  
San Francisco, CA 94105

**LETTER OF UNDERSTANDING**  
**Intraport Transfer of Mechanics**

Mr. McKenna:

During the course of the 2008 PCL&CA negotiations, the Parties agreed to modify the Herman/Flynn January 17, 1980 Letter of Understanding regarding Sections 1.7 and 1.71 - Registration to provide that registered mechanics, upon completion of seven (7) years steady employment with one employer, are entitled, at the mechanic's request and without the approval of his/her current employer, to seek and obtain steady mechanic employment with another PMA company at the same port area.

Intraport transfer shall be limited to 10% of an individual employer's mechanic workforce, and shall never exceed 10% of said employer's crane mechanic workforce, in one year unless otherwise agreed to by the employer. If an employer has a workforce of less than ten (10), such transfers shall be limited to one (1) unless otherwise agreed to by the employer.

The mechanic electing to transfer under this provision shall provide the Employer he/she is leaving with 30 days notice.

A mechanic shall only be eligible to transfer once within each 24-month period, after the seven (7) year requirement has been fulfilled.

Sincerely,

Robert McEllrath  
International President

Understanding confirmed:

James C. McKenna  
President & CEO  
Pacific Maritime Association

Dated: 7-28-08

**INTERNATIONAL  
LONGSHORE &  
WAREHOUSE UNION**  
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ROBERT McELLRATH  
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JOSEPH R. RADISICH  
Vice President

WESLEY FURTADO  
Vice President

WILLIAM E. ADAMS  
Secretary-Treasurer

July 1, 2008

James C. McKenna  
President & CEO  
Pacific Maritime Association  
555 Market Street, 3rd Floor  
San Francisco, CA 94105

**LETTER OF UNDERSTANDING**  
**Contractual Obligations**

Mr. McKenna:

During the course of the 2008 PCL&CA negotiations, the Parties discussed the contractual obligations of PMA member companies and steamship carrier lines, stevedores, marine terminal operators and maintenance companies that do business in West Coast ports. The Parties agree that PMA member companies shall not engage in subterfuge through their affiliated companies to avoid their contractual obligations under the PCL&CA or the ILWU-PMA Benefit Plans. The term "affiliated companies" means carriers, stevedores, marine terminal operators or maintenance companies that are part of a group of trades or businesses under common control with a PMA member company.

It was further agreed that the Union shall be promptly notified of all PMA membership changes within five (5) days of the date PMA is notified of such change(s), and that the Trustees of the ILWU-PMA Pension Plan shall develop and implement policies and procedures to monitor compliance with the Plan's withdrawal liability rules.

Sincerely,

Robert McEllrath  
International President

Understanding confirmed:

---

James C. McKenna  
President & CEO  
Pacific Maritime Association

Dated: 7-28-08

**INTERNATIONAL  
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WILLIAM E. ADAMS  
Secretary-Treasurer

July 1, 2008

James C. McKenna  
President & CEO  
Pacific Maritime Association  
555 Market Street, 3rd Floor  
San Francisco, CA 94105

**LETTER OF UNDERSTANDING**  
**Clarifications and Exceptions to ILWU Maintenance and Repair Jurisdiction**

Mr. McKenna:

During the course of the 2008 PCL&CA negotiations, the Parties discussed the assignment of maintenance and repair work to the ILWU coastwise bargaining unit to offset the introduction of new technologies and robotics that will necessarily displace/erode traditional longshore work and workers. The scope of ILWU work shall include the pre-commission installation per each Employer's past practice (e.g., OCR, GPS, MODAT, and related equipment, etc., excluding operating system, servers, and terminal infrastructure, etc.), post-commission installation, reinstallation, removal, maintenance and repair, and associated cleaning of all present and forthcoming technological equipment related to the operation of stevedore cargo handling equipment and its electronics in all West Coast ports except for those, and only those, specific marine terminal facilities listed as "red-circled" below:

OAKLAND	
APL/EMS Berths 60-63	Red circle cranes, reefers, and container washing
APM OAK Berths 20-23	Red circle Berth 20 cranes, Horizon off dock trucking operation and associated equipment
OICT/SSAT Berths 57-59	Red circle
TBCT/ITS Berths 24-26	Red circle
Howard Terminal/SSAT Berths 67-68	Red circle
Ben Nutter/Evergreen Berths 35-38	Red circle
Hanjin/TTI Berths 55-56	Red circle with the exception of cranes, transtainers, dry containers, reefers, and chassis
SSAT/Richmond	Red circle

James C. McKenna

Re: Clarifications and Exceptions to ILWU Maintenance and Repair Jurisdiction

July 1, 2008

Page 2 of 3

LONG BEACH	
LB 243-247/ LB 266-270 SSA Pier J	Red circle
LB 88-94 SSAT Pier A	Red circle
LB 60-62 SSAT Pier C	Red circle
LB 227-236 ITS Pier J/G	Red circle
LB 132-140 Pier T Hanjin/TTI	Red circle with the exception of cranes, transtainers, reefers, dry containers, and chassis
LB 205-207 SSA Pier F	Red circle

LOS ANGELES	
LA APL/EMS Berths 302-305	Red circle reefer, minor chassis service repair and roadability in CY
LA Berths 226- 236 Evergreen	Red circle with the exception of cranes, transtainers, reefers, dry containers, and chassis
LA Berths 121-131 Yang Ming	Red circle with the exception of cranes
LA SSA Outer Harbor 54-55	Red circle
LA Berth 100 WBCT/China Shipping	Red circle with the exception of cranes

LACOMA	
Husky Terminal/ITS	Red circle
TOTE	Red circle with the exception of minor trailer repair, federal trailer licensing, and rolox box repair
APM Terminal	Red circle hammerhead cranes only
OCT/Yang Ming/Terminal 7 Berth D	Red circle with the exception of chassis, reefers, and dry containers
Horizon Facility	Red circle

SEATTLE	
SSA Terminal 18	Red circle
SSAT Terminal 25	Red circle
SSAT/China Shipping Terminal 30	Red circle
Terminal 46/Hanjin	Red circle with the exception of cranes, transtainers, chassis, dry containers, and reefers
Pier 66/CTA	Red circle
APL/EMS North Terminal 5	Red circle

James C. McKenna

Re: Clarifications and Exceptions to ILWU Maintenance and Repair Jurisdiction

July 1, 2008

Page 3 of 3

The "red-circled" list shall replace the 1978 past practice exception with respect to Sections 1.7, 1.71, 1.72, and 1.73 of the PCLCD.

The Parties further agree that all carriers and vessel operators may use any of the "red-circled" facilities, as they see fit, without affecting the status of these facilities as an exception to ILWU maintenance and repair jurisdiction. It shall be a subterfuge for a carrier to utilize a "red circled" terminal to perform maintenance and repair work on its equipment unless the work is associated with a vessel calling that facility. Modifications and reconstruction of any "red-circled" facility, including changes in the boundary lines that do not change the fundamental identity of the "red-circled" facility, shall not change its exception status.

The Parties agree that a terminal operator that is the owner or lessee of a "red-circled" facility and that has a direct collective bargaining relationship with another union as of July 1, 2008, may vacate a "red circled" facility and then relocate its operations to another facility within the same port (other than newly constructed terminals subject to ILWU jurisdiction under Section 1.731) and retain its incumbent non-ILWU mechanic workforce, provided the relocation maintains a continuity of operations, personnel, and equipment.

The Parties also agree that, notwithstanding the above paragraph, the anticipated relocation, due to eminent domain, of the Tacoma TOTE facility to another location within the Port of Tacoma area shall not displace or disturb the recognized workforce at the prior facility, unless otherwise determined by the Employer.

With respect to Section 1.75, the Parties agreed that the exception would only apply to "full red circled" facilities.

The Parties left for future resolution under Section 17 the question concerning how Section 1 provisions, as amended, apply in situations when stevedore cargo handling equipment (See Section 1.7 and sub-sections), at a marine terminal is moved off the marine terminal by the terminal operator or by a signatory carrier.

Sincerely,



Robert McEllrath  
International President

Understanding confirmed:



James C. McKenna  
President & CEO  
Pacific Maritime Association

Dated: 7-28-08



**Pacific Maritime Association**  
**Headquarters**

---

July 1, 2008

Mr. Robert McEllrath, President  
International Longshore and Warehouse Union  
1188 Franklin Street, 4th Floor  
San Francisco, CA 94109

**Letter of Understanding**  
**Maintenance and Repair – Warranty Definition**

Dear Mr. McEllrath:

During the course of the 2008 ILWU-PMA Contract negotiations, the Parties discussed the M&R warranty provisions in the applicable port supplements and agreed to the following warranty language (See Section 1.81 and Letter of Understanding – Clarification and Exceptions to ILWU Maintenance and Repair Jurisdiction):

*Work may be performed on dock by vendors under bona fide original written manufacturers' warranty on new purchased or leased equipment. Length of such warranties shall not exceed industry standards of the manufacturer or three (3) years, whichever is less. Past practice exceptions (e.g., manufacturer design problems, major structural repairs, major painting, and items recalled by the manufacturer) may continue. Additional service contracts not covered by the original warranty shall not be construed as being bona fide original manufacturers' warranties. Copies of said warranties shall be furnished to the Union upon request.*

*While under vendor warranty, no agency other than vendor and/or manufacturer or their designated agency shall be used to repair said piece of equipment.*

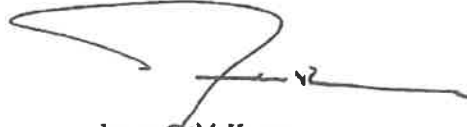
*There shall be no gimmicking by the parties related to manufacturers' warranties.*

*Employers shall familiarize member(s) of the ILWU mechanic work force on new equipment under warranty and system updates. Familiarization shall include the operation and repair of new equipment under warranty and system updates.*

*When an original equipment manufacturer is offering a program for an authorized service centers' certification, the Employers shall participate in these certification programs using ILWU represented mechanics. In the event an original equipment manufacturer does not provide authorized manufacturer certifications, when requested, the Employer shall provide the ILWU a letter stating the specific reasons why they were not accepted.*

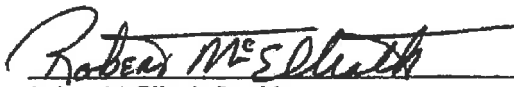
**Mr. Robert McEllrath, President**  
**Letter of Understanding – M&R Warranty Definitions**  
**July 1, 2008**  
**Page 2 of 2**

Sincerely,



James C. McKenna  
President and CEO

Understanding confirmed:



Robert McEllrath, President  
International Longshore and Warehouse Union

Dated: July 28<sup>th</sup>, 2008

**INTERNATIONAL  
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WAREHOUSE UNION**  
AFL-CIO



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ROBERT McELLRATH  
President

JOSEPH R. RADISICH  
Vice President

WESLEY FURTADO  
Vice President

WILLIAM E. ADAMS  
Secretary-Treasurer

July 1, 2008

James C. McKenna  
President & CEO  
Pacific Maritime Association  
555 Market Street, 3rd Floor  
San Francisco, CA 94105

**LETTER OF UNDERSTANDING  
M&R Work "Contract Stevedores" and Bulk Facilities**

Mr. McKenna:

During the course of the 2008 PCL&CA negotiations, the Parties discussed and agreed that Section 1.7, 1.71, 1.72, 1.73, and 1.731 shall cover work performed by PMA member companies functioning as "contract stevedores" and PMA member companies operating bulk facilities. "Contract stevedore" is a company performing stevedore work with its own or leased equipment at non-CY terminals where it is not the owner or the lessee.

It was agreed that such companies are entitled to waiver of Section 1.7 and associated subsections in keeping with an Employer's past practice in a port where such work was performed by non-longshore employees of said employer or by said employer's subcontractor pursuant to a past practice that was followed as of July 1, 1978.

With respect to bulk facilities, the exception shall apply only to existing facilities.

Sincerely,

Robert McEllrath  
International President

Understanding confirmed:

James C. McKenna  
President & CEO  
Pacific Maritime Association

Dated: 7-28-08



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July 1, 2022

Mr. James C. McKenna  
President and CEO  
Pacific Maritime Association  
555 Market Street, 3rd Floor  
San Francisco, CA 94105

**LETTER OF UNDERSTANDING**  
**Special Grievance Machinery-M&R Registered Mechanics**

Mr. McKenna:

During the course of the 2022 PCL&CA negotiations, the Parties agreed to modify the July 1, 2008 McEllrath/McKenna Letter of Understanding as follows:

Minor Offenses -- Absence from job such as late starts, early quits, extended relief periods, extended meal hours, failure to show, failure to follow orders or to work as directed, minor insubordination, falsification of work orders or written documents, and any other infraction of a minor nature:

1 <sup>st</sup> Offense	Letter of reprimand with copy to LRC and individual employee
2 <sup>nd</sup> Offense	1 or 2 day(s) off all work
3 <sup>rd</sup> Offense	1 to 3 week(s) off all work
4 <sup>th</sup> Offense	2 to 4 weeks off all work
5 <sup>th</sup> Offense	Minimum penalty, 6 months off all work. Maximum penalty, discretionary or deregistration.

Major Offenses – The Penalty Provisions of the PCLCD, Section 17.82 and Subsections shall apply.

In determining minor offense penalties, neither the Parties nor the arbitrators shall consider offenses that predate four years or more of the date of a current offense.

Sincerely,

William E. Adams  
President  
International Longshore and Warehouse Union

Understanding Confirmed:

James C. McKenna  
President and CEO  
Pacific Maritime Association

Dated: 6-29-23



**Pacific Maritime Association  
Headquarters**

July 1, 2022

Mr. William E. Adams, President  
International Longshore and Warehouse Union  
1188 Franklin Street, 4th Floor  
San Francisco, CA 94109

**LETTER OF UNDERSTANDING  
Intraport Transfer of Mechanics**

Dear Mr. Adams:

During the course of the 2022 negotiations, the provisions of the McEllrath/McKenna Letter of Understanding, Intraport Transfers of Mechanics, dated July 1, 2008, were reaffirmed with the following modifications applicable for the ILWU mechanics.

Registered Herman/Flynn mechanics are entitled, at the mechanic's request and without the approval of his/her current employer, to seek and obtain steady mechanic employment with another PMA member company at the same port area upon completion of seven (7) years of steady employment with one employer. Any mechanic who is working in one employer's crane shop(s) at the time of posting and has worked forty-five (45) or more consecutive days in the crane shop(s) is not eligible for this provision. Any posting within the forty-five (45) day requirement stated above shall not prevent a crane mechanic from applying for the posting.

Intraport transfer shall be limited to 10% of an individual employer's mechanic workforce and shall never exceed 10% of said employer's crane mechanic workforce, in one year unless otherwise agreed to by the employer. If an employer has a workforce of less than ten (10), such transfers shall be limited to one (1) unless otherwise agreed to by the employer.

The mechanic electing to transfer under this provision shall provide the employer he/she is leaving with 30 days notice.

A mechanic shall only be eligible to transfer once within each 24-month period, after the seven (7) year requirement has been fulfilled.

Sincerely,

A handwritten signature in black ink, appearing to read 'JCMCK', is written over a horizontal line.

James C. McKenna  
President and CEO

September 22, 2023

SCLB-0162-2023

MINUTES OF SPECIAL LRC MEETING  
JOINT LONGSHORE LABOR RELATIONS COMMITTEE  
LOS ANGELES-LONG BEACH, CALIFORNIA

The Committee met at 4:00 p.m. at 630 S. Centre Street, San Pedro CA, 90731.

Present:                Employers                                 ILWU  
                                 D. Inman     M. Dimon

NEW BUSINESS

The Committee met to discuss the language agreed to in the LA/LB Mechanic Port Supplement. During the course of Mechanics Port Supplement negotiations, changes to Sections 2 and 3 were completed with the intent of clarifying the current work practices for ILWU mechanics. That clarification was agreed to in the below Q&A Session that took place on August 5, 2022.

1. LA/LB MPS SECTION 2.1 AND 2.11 Q&A - 09/22/23

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1. Does the standard workday allow for staggered start times or mealtimes between 7:00 AM and 5:00 PM?
  - A. Mealtimes shall be in accordance with Sections 2.21 and 2.22 of the PCLCD and employers can continue to utilize a 6:00 AM start time per past practice.
2. If a mechanic does not work nine (9) hours, will the mechanic be paid for time worked?
  - A. Yes, if a mechanic is released for cause or paid in accordance with Section 3.2 of the MPS, the mechanic shall be paid time worked.
3. If a mechanic works past 5:00 PM or 3:00 AM, is the employer limited to only service outside truckers or longshore workers remaining in the yard?
  - A. Yes.
4. If not, what other work may be conducted by a mechanic past those times?
  - A. See previous answer.
5. If a mechanic works the meal hour, will the mechanic expect to be paid an

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additional hour above the 10-hour guarantee?

**A. No, unless the mechanic works past 5:00 PM or 3:00 AM to shift or sail a vessel in accordance with 2.442 and 2.444 of the PCLCD. A mechanic working through the meal hour in accordance with Section 2.21 can only work past 5:00 PM/3:00AM. to shift or sail a vessel.**

6. Does the mechanic have the right to refuse to work during the meal hour?

**A. No. A Mechanic shall work through the meal hour when required by the employer in accordance with Section 2.21 of the MPS and Q&A Item #6 of Section 2.3.**

7. Will the meal hour still be consistent with mid-shift meal hour consistent with the PCLCD (i.e., only 11:00 AM – 1:00 PM).

**A. Yes.**

2. LA/LB MPS SECTION 2.3 Q&A - 09/22/23

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1. Is the intent of **this** language to capture the current work shift of an ILUW Longshore mechanic?

**B. Yes.**

2. If so, what is the current practice of working a mechanic during the fulfilment of a daily guarantee?

**C. The majority of mechanics work from 7:00 AM to 5:00 PM but are payrolled through the meal hour or till 6:00 PM in order for the employer to pay 10 hours. Second shift mechanics work from 5:00 PM to 3:00 AM.**

3. What is the expected, regular start time of an ILWU Longshore mechanic?

**D. 7:00 AM and 5:00 PM.**

4. Does this language capture the current practice of regular start time of an ILWU Longshore mechanic?

**E. Yes.**

5. What does the Union consider to be a gimmick of the standard shift?

**F. Work that does not require immediate attention, i.e., service longshoremen or outside truckers. Examples of gimmicks, performing routine maintenance after the end of the standard shift or extending standard shift as a punishment.**

6. Does this language change or inhibit the employer from conducting the work historically performed during the meal hour?

**G. No. The status quo shall remain.**

7. What is the current work done during the hour of 5-6 PM by dayshift mechanics?

**A. See proposal for amended Section 2.1 and 2.11 of the MPS.**

8. Does a standard work shift include work completed by mechanics during the meal hour?

**A. Standard work shift would be nine (9) hours of work for ten (10) hours of pay which would include flexibility for employers to work mechanics through the meal hour in accordance with Section 2.21 or past 5 PM/3 AM.**

9. Will this language inhibit the employer's ability to work a mechanic during the meal hour?

**A. No. Nothing changes with regard to working mechanics through the meal hour in accordance with Section 2.21.**

**\*\*Note: All references to 5:00 PM/3:00 AM pertain to the 7:00 AM and 5:00 PM start times. Any adjustment allowed for the start time of a shift is not intended to alter the standard nine (9) hour workday, ten (10) hour maximum workday, or eleven (11) hour workday described in Section 2.3 of the MPS.**

10. Can a mechanic refuse to work ten (10) hours?

**B. No.**

11. Is a mechanic only obligated to nine (9) hours of work?

**C. No.**

12. If a mechanic does not work nine (9) hours, does the mechanic receive pay for time worked?

**D. Yes, if a mechanic is released for cause or paid in accordance with section 3.2 of the MPS, the mechanic shall be paid time worked.**

13. In which instance will a mechanic receive eleven (11) hours of pay?

**E. When the mechanic works through the meal hour and works past 5:00 PM/3:00 AM to shift or sail a vessel in accordance with 2.442 and 2.444 of the PCLCD.**

Meeting adjourned at 4:30 p.m.



Approved by PMA -



Approved by Local 13 -

DI/cl - 09/26/23