

## **AGREEMENT**

**Between**

**INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION, LOCAL 13**

**And the**

**PACIFIC MARITIME ASSOCIATION  
(For Los Angeles-Long Beach Harbor Linesmen)**

This Agreement dated July 1, 2022 is by and between Local 13 of the INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, hereinafter referred to as "THE UNION," and 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 "THE EMPLOYER"), covering employees in the Los Angeles-Long Beach Harbor.

In addition, it is understood that the Coastwide Agreement's provisions shall apply to this Agreement in areas not covered by this Agreement.

This Agreement shall remain in effect, unless the termination date is extended by mutual agreement, until July 1, 2028 and unless either party gives written notice to the order of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

No provision of this Agreement is subject to renegotiation except as provided for in the Agreement, nor may any provision of term of this Agreement be amended, modified, changed, altered or waived except by a written documentation executed by the parties hereto.

The term of this Agreement shall coincide with the term set forth in the Master Agreement between the Pacific Maritime Association and the International Longshore and Warehouse Union.

### **SECTION I – DEFINITION OF WORK**

The employer recognizes the Union as the collective bargaining agent for its employees performing work in the classification of linesmen in mooring and unmooring of oceangoing vessels and barges in the Los Angeles and Long Beach Harbor area and other duties incidental thereto, and lines dispatchers in the dispatching of linesmen to moor and unmoor ocean-going vessels and barges.

### **SECTION II - SHIFT ARRANGEMENTS**

The Union recognizes the special nature of lines work, the necessity for the availability of linesmen, and the need for particular shift arrangements.

### **SECTION III - LINESMEN WAGES AND PAYMENT OF RATES**

A. The rate of pay for lines work shall conform to the rates recently adopted by the International Longshore and Warehouse Union and the Pacific Maritime Association and their Memorandum of Understanding (MOU) executed on July 1, 2022.

1. The basic straight-time hourly rate for longshoremen effective 8:00 AM, July 1, 2022, shall be in accordance with Section 4.1 Wage Rates of the PCLCD.
2. Leadmen and safety men shall be paid a differential of 10% above the prevailing basic longshore straight-time hourly rate, each group's lead and safetyman shall be rotated among the steady linesmen. Length of rotation shall be determined by the linesmen.

\*Table of wages will be determined upon ratification of new 2022 PCLCD.

B. Linesmen shall be paid in accordance with the following:

1. The longshore basic straight-time rate shall be paid for the first eight (8) hours worked between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
  - a. All hours worked over eight (8) hours between the hours of 8:00 AM and 5:00 PM, Monday through Friday, shall be paid at 1.5 times the longshore basic straight-time hourly rate.
2. All hours worked between 5:00 PM and 2:59 AM, Monday through Friday, shall be paid at 1.333 times the longshore basic straight-time hourly rate.
  - a. All hours worked over eight (8) hours between the hours of 5:00 PM and 2:59 PM, Monday through Friday, shall be paid at 1.5 times the longshore basic straight-time hourly rate.
3. All hours worked between, 3:00 AM and 7:59 AM Monday through Friday, shall be paid at 1.6 times the longshore basic straight-time hourly rate.
  - a. All hours worked over six (6) hours between the hours of 3:00 AM and 7:59 AM, Monday through Friday, shall be paid at 1.8 times the longshore basic straight-time hourly rate.
4. All hours worked between, 8:00 AM and 2:59 AM on Saturday, Sunday and Agreement holidays shall be paid at 1.5 times the basic longshore straight-time hourly rate.
5. All hours worked between 3:00 AM and 7:59 AM, on Saturday, Sunday, and Agreement holidays shall be paid at 1.8 times the basic longshore straight-time hourly rate.
6. Men ordered to the job for taking and letting go lines on their regularly scheduled time off shall receive not less than three (3) hours' pay for each job. Payment will be consistent with the rates set forth in this Section.

7. Men ordered to the job for taking and letting go lines on Liquefied Petroleum Gas (LPG) vessels shall receive not less than three (3) hours pay. Payment will be consistent with the rates set forth in this Section.

#### **SECTION IV - WELFARE AND PENSION PLANS**

The Employers are signatory to the International Longshore and Warehouse Union/Pacific Maritime Association Welfare and Pension Agreements and shall make payments to the Welfare and Pension Funds as per man-hour contribution determined between the International Longshore and Warehouse Union and the Pacific Maritime Association.

#### **SECTION V - VACATIONS AND HOLIDAYS**

- A. Vacations and Paid Holidays for longshoremen working under this Supplementary Agreement shall be paid as provided for in the International Longshore and Warehouse Union/ Pacific Maritime Association Pacific Coast Longshore Contract Document.
- B. Men ordered to the job for taking or letting go lines on a "No Work Holiday" set forth in Section 5 of the PCLCD shall receive not less than three (3) hours pay for each job ordered at 1.5 times the prevailing basic longshore straight-time hourly rate of pay. The rate of pay between the hours of 3:00 AM and 8:00 AM on "No Work Holidays" shall be 1.8 times the prevailing basic longshore straight-time hourly rate of pay.

#### **SECTION VI - SICK LEAVE AND INJURED LINESMEN**

- A. The Employer agrees to pay sick leave for actual non-industrial illness or injury and earnings lost as a result of said illness or injury. The total amount of sick leave to be paid to any employee shall not exceed eighty (80) hours payable at the straight-time rate in any one calendar year, except as set forth in Section VI B. (A calendar year is defined as July 1 through June 30 of the succeeding year.)
- B. In order to be eligible for sick leave, the employee must furnish the Employer with a letter or slip from a regularly licensed physician (M.D. or D.O.) attesting to such illness and work lost as a result of such illness.
- C. For any work lost as a result of illness in any workweek, the Employer shall pay an amount equivalent to forty (40) hours at straight-time pay, provided, however, that no sick leave shall be paid during any workweek if the employee earns an amount equivalent to forty (40) hours straight time and five (5) hours overtime pay. In the event that an employee is sick during any workweek and as a result of said illness earns less than the above mentioned sum equivalent to forty (40) hours straight time and five (5) hours overtime pay, the Employer shall pay to the employee the difference between the amount earned and the total of forty (40) hours straight time and five (5) hours overtime, but not to exceed forty (40) hours sick pay at the straight-time rate in any workweek. (A workweek is defined as the period beginning 8:00 AM Sunday to 8:00 AM on the following Sunday).

- D. Sick leave shall be paid regardless of any benefits that the employee may obtain from any State or Federal agency.
- E. Eighty (80) hours shall be the maximum allowable sick pay per year. If any part of the eighty (80) hours is not used during any one year, a maximum of sixty (60) hours may be carried forward to the following year.
- F. It is intended that sick pay benefits shall be paid only for actual illness or injury. In the event that the Employer determines that a bona fide illness or injury does not exist, for which an employee has received benefits, he may take such action as he considers appropriate including denial of further benefits and/or dismissal from the Employer subject to the right of an employee to invoke the grievance procedure as set forth in this Agreement.
- G. No sick leave benefits shall be paid to any employee unless he has been steadily employed by the Employer for a minimum of one year and is currently employed at the time of illness or injury.
- H. Return to Work from Sick or Injured Status

Any linesman returning to work from sick or injured status must obtain a return to full duty slip from his doctor prior to returning to duty.

Additionally, the returning employee shall notify his direct employer during his group's shift so that his replacement can be notified prior to the end of his final shift. Failure to make this notification in a timely manner will result in the replacement having the right to work that shift rather than the linesman returning to work.

I. Injured On-Duty

When a linesman is injured on a job, he must immediately notify one of the following without delay: leadman, safetyman or steward assigned to his group. He may do this in person or through the lines dispatcher.

Responsibility of notified leadman, safetyman or steward upon injured on-duty notification:

1. When notified of an on-duty injury to a linesman assigned to their group, the concerned leadman, safetyman or steward shall assess the injury and make a report to management on the circumstances surrounding and causing the injury.
2. If the injury is serious and requires immediate medical aid and/or hospitalization, the concerned leadman, safetyman or steward shall make every attempt to immediately notify management.

**SECTION VII - BEREAVEMENT LEAVE**

In the event of the death of the following relatives, concerned linesman can be passed up from time of death until the day of the funeral, not to exceed the balance of the shift: wife, husband, mother, father, daughter, son, sister, brother, grandparent, or grandchild.

In the event of the death of a linesman's mother-in-law or father-in-law, the concerned linesman can be passed only on the day of the funeral.

When a lineman is passed in regards to bereavement, he will be allowed to make up any lost time on the high-low sheet until he is made whole.

Any special requests which do not qualify under the above will be reviewed by a Committee consisting of both stewards and the direct employer.

#### Funeral Services - Death of Current Employee

In the event of the death of a current steady linesman, the linesmen from his group who attend the funeral will be passed during the time of the church service. Any lines work during that period will be given to non-attendees and such gravy men as necessary. Any funeral activities after the church service will rest with each concerned linesman.

### SECTION VIII - TRANSPORTATION GUARANTEE AND PAYMENT FOR USE OF VEHICLE ON THE DOCK

- A. The Employer agrees to pay each linesman a monthly reimbursement for transportation expenses. The monthly reimbursement shall be designated as the basic transportation allowance.

The parties agree that any unforeseen changes to major increase or decrease in gasoline costs can be increased or decreased by mutual consent of the two (2) parties (2022 - \$4.77 a gallon).

The transportation allowance as of July 1, 2022 shall be \$1,380 per month.

- B. Linesmen will be paid \$16.00 travel expense for any job performed on a regularly scheduled day off.
- C. The Employer shall have the option to replace a linesman who is on vacation with a regular longshoreman dispatched from the hiring hall, who, in that event, will receive the travel expense for the period employed.
- D. Each group will be allotted \$2,200 per month to be divided among the members of that group who use their vehicles in actual performance of linesman's duties, i.e., pulling lines. A "Use of Vehicles on Dock" list of those individuals shall be posted in the office and may be revised at any time during the term of this Agreement. All linesmen in each group are eligible to be on the pulling list.

E. Truck Usage

At the beginning of each quarter the safetyman and five leadmen from each group shall meet and review the group's "Use of Vehicles on Dock" list to delete men who are not using their personal vehicles in compliance with the Agreement.

Replacements are eligible for vehicle usage if they are assigned to lines duties for over two weeks and have received a recommendation from the safetyman and leadmen from the concerned group.

The Employer agrees to compensate linesmen on the "Use of Vehicles on Dock" list for damage to their vehicles as a result of an accident while actually pulling lines.

Linesmen on the "Use of Vehicles on Dock" list will be covered under the Employer's liability policy for property damage or personal injury to others caused while using their vehicles to pull lines.

This Section applies only to the linesmen on the "Use of Vehicles on Dock" list. This Section does not apply to wear and tear to vehicles which is covered under Section VIII D - "Use of Vehicles on Dock."

F. Vehicle Damage

In the event any linesman's vehicle is damaged as a result of an accident while on assignment at a terminal, the Employer will assist the concerned linesman in seeking insurance compensation from the involved terminal.

**SECTION IX- WORKING CONDITIONS**

A. Men ordered to the job for taking or letting go lines shall receive not less than two (2) hours pay for each job ordered.

B. Men ordered to a job, night or day, and required to wait beyond the minimum of two (2) hours working time specified in Section IX A above, shall be paid for such waiting time in accordance with the provisions of Section 3.34 of the Pacific Coast Longshore Contract Document (PCLCD). Waiting time will count only when the Employer is notified immediately prior to the expiration of the two (2) hour minimum.

C. Work Availability

In return for the weekly guarantee, linesmen have a responsibility to be available for all scheduled work while they are on duty. If a linesman is not available for a regular working day, he will notify the Employer the day prior to his non-availability.

Whenever a steady or replacement linesman will not be able to report for work as a result of sickness, injury or vacation, he shall cause an immediate notification to be made to the lines

dispatcher. That notification shall contain the reason for non-availability and the expected duration of the non-availability. Concerned linesmen who have been off sick or injured shall comply with the provisions of the Return-to-Work Section.

When no regular linesman is available for a work call, other registered men shall be called for and shall work under the conditions of this Agreement as to wages, hours, and working conditions during the duration of the call. These men shall be dispatched in accordance with the dispatch procedure of the Joint Longshore Labor Relations Committee.

#### Minimum Work Acceptance

Linesmen must work at least 70% of the jobs that are made available to them. Failure to work at least 70% of the available jobs will result in a warning from management. Failure to meet the Employers standard one month, after the warning, will necessitate a grievance committee review and possible termination.

#### D. Flop to Gravy to Flop

When, after attempting to assign on-duty linesmen to a job and there are not enough available men to fulfill the manning because of flops, the dispatcher then goes to gravy to fill the job. After going through all available gravy and is still unable to fulfill the manning, the dispatcher then goes back to those on-duty linesmen who originally flopped and orders the necessary number of them to respond to the job. Once contacted, they must now take the job. Failure to do so could result in loss of steady position and return to the dispatch hall.

#### E. Assignment of Gravy

The decision to assign gravy is the responsibility of the dispatcher only. The primary responsibility of the dispatcher is to cover all jobs. The decision to call for gravy is made only after all available information has been considered.

#### F. Assignment of Lines Jobs to Others

Linesmen are steady employees and, as such, steady linesmen are not allowed to have someone else perform the work that they have been assigned through the lines dispatcher.

The trading of assigned jobs with others is a basis for discharge from the Employer.

G. Linesmen must report to the Employer by telephone immediately after each job is completed.

H. Men dispatched to a job will be notified 45 minutes before job time, whenever possible.

#### I. LEADMEN AND SAFETY MEN

Five men will be selected as leadmen by the Employer from each group of linesmen and will have the following duties and responsibilities:

1. Make every effort to be available for all offered work opportunities.
2. Write up Dispatcher Reports on all reasonable complaints that come to your attention.
3. If possible, arrive early to assigned jobs to make sure there are no obvious safety problems. If any are noted, make sure the safety man or lines management is notified so the problem can be documented and resolved as soon as possible.
4. When you arrive on the job, make certain all necessary gates are open, necessary lights are turned on, the work area is not contaminated and available capstans are operational.
5. If there are gantry cranes which appear to be blocking operational bollards, make an effort to get them repositioned. If that is not possible, contact the office and arrange for the dispatch of an additional linesman.
6. In the event there is dock construction which directly impacts an operational bollard, contact the dispatcher and request he dispatch an additional linesman to the job.

#### SAFETY MEN

The Employers shall designate one linesman in each group to perform duties of a safety man. The Employers shall establish qualifications and duties of this position in addition to the following:

1. Distribute safety equipment to linesmen in concerned group. This includes gloves, safety glasses, hard hats and any other company-supplied safety equipment.
2. Make certain that all dispatched linesmen wear required safety gear on designated docks. Safetymen have the authority to flop any assigned linesman who refuses to comply with mandatory safety equipment requirements at designated docks.
3. Check the work area on each assignment and make certain that the area is safe and clean of dangerous debris.
4. Take appropriate photos to document any safety concerns, provide copies of those photos to management and make sure that the safety concerns of the group are passed on to the manager.
5. In the event that there is a work-related accident involving a linesman who requires immediate medical attention, notify management without delay. Once medical attention has been provided, return to the accident location and take those photos necessary which might depict the hazard or condition which may have been responsible for the injury.



6. Work closely with the manager to eliminate any hazardous or unsafe working condition.

J. Where neither a regular leadman or safety man has not been dispatched to a particular job, the “low man” eligible for that job will be a temporary leadman for that job only. He will assume all the duties of a leadman. Leadmen or safety men shall be replaced after thirty (30) days when on vacation or injury by a temporary leadman. This provision will be applicable only to jobs requiring four (4) men or more.

K. Mooring Change

When men are ordered to a terminal, and the ship to be worked receives a change of orders and the vessel is sent to another terminal, the men shall be paid three (3) hours for the job.

L. Vessel's Change of Position During Tie-Up

1. If two (2) or more lines have been made fast to the dock and men are ordered to release the lines and the ship's position is changed prior to the completion of the job, assigned linesmen are to be paid one (1) additional hour.
2. Whenever a vessel has more than half its normal complement of lines deployed and secured and the ship's position is changed by more than its length, the assigned linesmen will receive an additional two (2) hours' pay.

M. Job Cancellation

If a job is canceled after men have been dispatched and report to the dock, the men shall be paid two (2) hours.

N. Non-Lines Handling Activity While on Dock Waiting for Ships

Linesmen waiting for the arrival of a ship for a tie-up or waiting for a signal to let-go a ship shall not participate in any activity which could cause injury to them or others or disrupt the activities of other workers on the dock.

O. Completed Lines Handling Work

The following policy relates to what constitutes a completed lines handling job:

- |        |                                                                                                                                                                    |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tie-up | Men are not to leave a vessel after a tie-up without getting an absolutely clear and unmistakable signal from the vessel.                                          |
| Let-go | Men should not cast off lines until directed to do so by the vessel. Men assigned to a let-go should remain on the dock until the vessel is 50 feet from the dock. |

P. Ride-Along When Linesman's Vehicle Disabled

In the event of a lineman's car being inoperative, with the approval of the manager, he may ride with another linesman for the duration of one shift while the concerned disabled vehicle is being repaired. If there is a money difference, the lower linesman's wage total will be adjusted upward to match this driver's wage total and that adjusted amount subtracted when the ride-along is complete. If during dispatch they would have been split on a job, they will be passed (not flopped) on that job and take the next one.

Q. Official Union Business

When conducting official Union business during a shift, the concerned employee shall be bypassed without a flop on jobs for the duration of the Union business.

During Lines Supplement negotiations, the linesmen negotiators (a maximum of two from each Employer) shall be passed for jobs that occur during negotiations which occur during their shift.

If a lines dispatcher participates in Lines Supplement negotiations, one dispatcher from each Employer shall be compensated up to four (4) hours per session.

R. Onerousness Complaints

In the event that a dispute of onerous work is made by an on-duty linesman, the dispatcher shall first check the manning file. If the concerned ship has no previous activity, the dispatcher will notify management so the problem can be resolved prior to the let-go. If management cannot be notified prior to the let-go, then the agent should be advised of the complaint when he orders the let-go. If he agrees to the increase, send the agreed number of linesmen to the let-go. If the agent does not authorize the additional personnel, then advise the linesmen to double-up on the let-go.

S. Terminal management shall direct qualified individuals as designated by the JPLRC to assist linesmen during mooring or unmooring of vessels.

Those designated individuals will be able to move gantry cranes to create a safe working area for the linesmen during their working operations.

**SECTION X - EQUALIZATION**

It shall be the responsibility of each Employer to equalize as nearly as possible the earnings of all longshoremen each Employer regularly employs as linesmen.

**SECTION XI - EMPLOYMENT**

A. The Union agrees that the Employer may secure personnel from the list of registered longshoremen.

- B. The Employer may hire on a monthly or regular daily basis such number of men he considers necessary, from time to time, to properly conduct his business, provided that the Employer may not insist upon regular daily employees unless he can provide an average pay equivalent to forty (40) straight-time hours.

Steadily employed linesmen shall be paid a weekly guarantee equivalent to a monetary sum equal to forty (40) hours at the longshore basic straight-time rate of pay. All regular shift earnings paid during a payroll week will be applied against the weekly guarantee.

C. Replacements

All replacements will be ordered from the Dispatch Hall in accordance with Special LRC Meeting No. 18-80, February 6, 1980 and LRC Meeting No. 103-2000, June 21, 2000.

1. Vacation Replacements

Replacements required on a temporary basis for steady men on vacation shall be ordered from the Dispatch Hall on the same basis as steady men (person's name and registration number), but for no more than a period of six weeks. No posting of the job for ten days shall be required, as these jobs are temporary in nature. Vacation relief replacements must be returned to the Dispatch Hall no later than six weeks after original employment. The fourteen (14) day rule shall apply and these jobs are "volunteer."

2. Disability Replacements

Replacements required on a temporary basis for a steady man off on illness or injury disability shall be ordered from the Dispatch Hall from the appropriate board in the Hall and dispatched in normal fashion on a "volunteer" basis. The order shall specify "steady man - disability replacement." Such men shall take the payroll and guarantee status of the man being replaced and, if satisfactory to the employer, will remain on the job until the original steady man returns, or a period of six (6) months has been completed.

If the disability continues beyond the six (6) month period, a new replacement for the original steady man shall be ordered.

In the event that the original steady man being replaced leaves the workforce by disability retirement, retirement, death or by electing to return to the Dispatch Hall, the vacancy will be filled if the Employer so elects, by the normal steady man hiring procedure. In any event, the replacement temporarily filling the spot shall then be returned to the Dispatch Hall.

If a disability replacement in return becomes injured or ill and a continuing need for a man to fill the job exists, a new replacement shall be ordered in accordance with the

procedure and shall be a replacement for a steady man, not a replacement for a replacement.

- D. It is agreed that new steady employees will be selected from a list of those longshoremen with twelve (12) or more years since the date of their joint registration.
- E. Any steadily employed linesman who is terminated by the Employer because of lack of work shall be given four (4) weeks' notice. Such termination shall be on the basis of seniority of employment with the Employer.
- F. The last employee terminated because of lack of work shall be given the first opportunity to return.
- G. When a terminated steady employee is notified to return to work, and cannot because of a bona fide reason, i.e., vacation, etc., he may submit documentation in proof thereof and request reemployment.

Laid-off linesmen shall be given ninety (90) days from the receipt of notice to reply.

- H. Any steady linesman terminating his employment for any reason shall give the Employer two (2) weeks' notice.

## **SECTION XII - MANNING**

- A. Two (2) men shall be the basic crew for letting-go and four (4) men shall be the basic crew for taking lines at all docks within the Los Angeles-Long Beach Harbor area. Should the parties not mutually agree to the manning, an arbitrator shall determine the manning before the vessel leaves the port area.
- B. An additional linesman will be dispatched when the following conditions occur during a job:
  1. On a let-go where surge lines are deployed and used.
  2. Where dock construction exists which directly impacts a bollard to be used for mooring.
  3. Where a dock crane, chassis or bombcart is positioned so as to block a bollard designated for mooring a vessel and no stevedore operation is in progress.

**Note:** When any of the above conditions are no longer a factor, the normal manning will be reinstated.

- C. Vessels which deploy more than two (2) wire mooring lines and/or rope-wire combination mooring lines on each end require the dispatch of two (2) additional linesmen for both the tie-up and let-go.

- D. All ship manning shall be determined by ship's length (eliminating the document referred to as the Dock Sheet).
- E. Container ships 699 ft or longer will need to consult Los Angeles or Long Beach pilots regarding line hauls greater than 100 ft.

<b>VESSEL TYPE</b>	<b>Tie-Up Manning</b>	<b>Leg-Go Manning</b>
Barges	2 men tie-up	2 men let-go
Vessels less than 499 feet in length	4 men tie-up	4 men let-go
Vessels 500-699 feet in length	6 men tie-up	4 men let-go
Vessels 700-1399 ft in length	8 men tie-up	6 men let-go
Vessels 1400+ feet in length and unordinary mooring configuration	Joint parties will discuss manning	

F. HAULS

<b>Vessel Manning</b>	<b>Haul Length</b>	<b>Haul Length</b>
4 men tie-up	6 men for haul 0-500 feet	8 men for hauls more than 501 feet
6 men tie-up	6 men for hauls 0-500 feet	8 men for hauls more than 501 feet
8 men tie-up	8 men for hauls 0-500 feet	10 men for hauls more than 501 feet

- G. Men will not be required to handle lines when railroad cars are being switched.
- H. Any exceptions to the manning scales above shall be agreed to by the parties as set forth in Section IX of this Agreement. Should the parties not mutually agree on the manning scale, an arbitrator shall determine the manning before the vessel leaves the port area.

**SECTION XIII - COMMUNICATION EQUIPMENT**

- A. Linesmen employed under this Supplementary Agreement shall be required to have a telephone at their primary residence in order to be dispatched from their home.

**SECTION XIV- PROTECTIVE CLOTHING**

The Employer will furnish to each linesman during the life of this Agreement the following:

1. One set of overshoes

2. One set of rain gear
3. Four pair of coveralls

(It is understood that only one (1) pair will be issued at a time not to exceed four (4) pairs for the life of the Agreement)

In addition, the Employer will furnish thirty-six (36) pair of rubber gloves per year to each lines- man. The Employers agree to replace any items damaged as a result of performing lines work.

#### Safety Apparel on Marine Terminals

The Pacific Coast Marine Safety Code and the Pacific Coast Longshore Contract Document both place the responsibility for wearing safety apparel (hard hat, high-visibility clothing and safety shoes) on the individual longshoreman while working on a marine terminal. These items of safety apparel have been proven to provide a greater degree of safety while working.

All management employees while operating/working on a marine terminal shall wear a hard hat and high-visibility clothing.

Employees who fail to abide by the above safety policy are subject to the following penalties for non-compliance:

- First offense: verbal warning
- Second offense: letter of warning
- Third offense: termination

There are certain docks in the harbor which require that all longshoremen who enter the facility be properly attired in all the required safety equipment. Because of the importance of complying with all safety provisions, a safety man has the authority to flop and replace any linesman who refuses to comply with the mandatory safety attire requirements of a facility.

### SECTION XV - GRIEVANCE AND ARBITRATION PROCEDURE

#### A. Grievances

1. Every grievance must be filed in writing within ten (10) days after the occurrence of the event on which the grievance is based.
2. The joint parties will attempt to settle the grievance informally. Each group will be allowed to elect one (1) member to be their representative as acting steward.
3. If the joint parties cannot resolve the grievance, the grievance procedure set forth in the PCLCD will be followed.

- B. In the event of a grievance filed by either management or a linesman, a grievance committee shall be formed in accordance with Section 17.22 of the PCLCD and the grievance processed according to the subsections of Section 17.
- C. If a dispute arises, work shall continue pending the settlement of the matter in accordance with the provisions of this Agreement and under the conditions that prevailed before the dispute arose.
- D. All linesmen shall perform their work conscientiously and with sobriety, and with due regard to their own interests, shall not disregard the interests of the Employers.

The Employers shall have the right to discharge any employee for incompetence, drunkenness, or failure to perform the work as required in accordance with the terms of this Agreement. If any employee feels that he has been unjustly discharged or dealt with, his grievance will be processed in the manner set forth in this Section. It is understood that, if a linesman is discharged, he will not have the right to continue to work, although he will not be permanently replaced until his case is adjudicated.

#### **SECTION XVI – DISPATCHERS**

The Employer maintains a 24-hour service, and the parties agree that the following provisions shall apply to lines dispatchers for the purpose of establishing shifts, number of dispatchers, wages, etc.

#### **SECTION XVII- DISPATCHERS' SHIFTS**

In recognition of the unique nature of lines work, dispatchers' schedules are set by agreement between dispatchers and management and will be arranged so that dispatcher hours each week are distributed equally.

#### **SECTION XVIII - EMPLOYMENT OF DISPATCHERS**

- A. It shall be the responsibility of the Employer to adjust the shifts so that the dispatchers shall have a forty (40) hour week. The Employer may hire on a regular basis such number of men as he considers necessary to properly conduct his business, provided that the Employer may not insist upon regular employees unless he can provide an average of forty (40) hours per week.
- B. All dispatchers will be ordered from the ILWU-PMA Longshore Dispatch Hall.
- C. The Employer shall have dispatched to him such persons as, in his opinion, are best qualified to do the work of dispatching.

The Employer may hire relief dispatcher(s) who will be entitled to all extra work. The senior relief dispatcher shall have the right to the first full-time regular dispatching job available.

- D. If two dispatching job openings occur simultaneously, the relief dispatcher will be entitled to one of the jobs, and the other opening will be filled from the regular linesmen. The Employer shall

have the right to select from the linesmen the person he considers to be the most qualified for the position. Seniority will be the deciding factor in the event there is more than one qualified applicant.

- E. Any linesman or dispatcher moving between job classes will retain their original hire date for seniority purposes.

#### **SECTION XIX- WAGES - DISPATCHERS**

- A. The parties agree that the lines dispatchers are longshore workers and will be paid at the basic straight-time longshore rate per hour plus a skill differential of ten (10%) percent.
- B. Each dispatcher who works the hours between 8:00 AM to 5:00 PM Monday – Friday will be paid eight (8) hours at the basic longshore straight-time rate and two (2) hours at prevailing OT rate.
- C. All hours worked between 5:00 PM to 3:00 AM, Monday – Friday, will be paid at 1.333 time the longshore basic straight time rate, eight (8) hours at 1.333 and two (2) hours at 1.5.
- D. Each dispatcher who works the hours between 3:00 AM and 8:00 AM, Monday – Friday will be paid six (6) hours at 1.6 times the longshore basic straight-time rate. This will apply only if two (2) dispatchers are working per day. If three (3) dispatchers are working the meal hour will count as the 6th hour at the prevailing OT rate.
- E. All hours worked on Saturdays, Sundays, legal holidays and between the hours of 8:00 AM and 3:00 AM shall be paid at 1.5 times the longshore basic straight-time rate of pay. All hours worked between 3:00 AM and 8:00 AM, shall be paid at 1.8 times the longshore basic straight-time rate of pay.
- F. All hours worked on “No Work Holidays” shall be paid at 1.8 times the longshore basic straight-time rate of pay.
- G. It is understood and agreed that if any wage adjustments or adjustments in the welfare and pension benefits are made in the Los Angeles-Long Beach Harbor area under the Coast Contract, a similar adjustment above the present wage rates or welfare and pension benefits provided in this Agreement will immediately be made retroactive to the date the adjustment is made effective under the Coast Contract.
- H. Each dispatcher will be paid one (1) additional hour at the prevailing rate of OT pay in lieu of mealtime relief. The parties agree that the dispatchers do in fact have an opportunity to eat.
- I. The Employer recognizes that when a relief dispatcher is called in, he may lose an eight-hour work opportunity from the hiring hall and therefore will pay the relief eight (8) hours for such a call-out.



If, for whatever reason, the relief dispatcher is not employed through the hiring hall and is called in, he will receive a four (4) hour minimum call-out, unless this call-out prevents him from making himself available for the next dispatch at the hiring hall. In this event, the relief dispatcher will be paid eight (8) hours.

#### **SECTION XX - SICK LEAVE - DISPATCHERS**

- A. After six (6) months of employment, each regular dispatcher will be entitled to sick pay benefits as set forth in Section VI of this Agreement, with the following exceptions:
1. Because of the nature of the shifts that dispatchers work, their eighty (80) hours of sick pay are broken into two separate forty (40) hour periods. One period consists of five (5) eight-hour days, which can be used individually in the event of minor illness and a forty (40) hour block, which can be taken if the illness continues for a week.
  2. Eighty (80) hours shall be the maximum allowable sick pay per year. If any part of the eighty (80) hours is not used during any one year, a maximum of sixty (60) hours consisting of forty (40) hours of weekly sick pay and twenty (20) hours of daily sick pay, may be carried forward to the following year.
- B. After six (6) months of employment, a relief dispatcher is entitled to sick time. That sick time is earned annually and is not carried over from year to year. The above sick time is earned as follows:
1. After two hundred and fifty hours (250), one (1) sick day.
  2. After five hundred (500) hours, two (2) sick days.
  3. After seven hundred and fifty (750) hours, three (3) sick days.
  4. After one thousand (1000) hours, four (4) sick days.
- C. Dispatchers' workweek is defined as the period from 12:00 AM Saturday to 12:00 Midnight Friday.

#### **SECTION XXI - DISPATCHER WORKING CONDITIONS**

- A. The dispatcher on the midnight to 8:00 AM shift will be responsible for the cleanliness of the Dispatch Office.
- B. Each dispatcher is charged with the responsibility of performing his duties as instructed and required.
- C. Each dispatcher is charged with the responsibility of maintaining neat, legible, and correct records in the discharge of his duties.

- D. The Employer shall have the right to discharge any man for incompetence, insubordination, drunkenness, sleeping on the job, or failure to perform the work as required in conformance with the provisions of this Agreement and the Working Rules as agreed upon by the Dispatchers' Committee and the Employer.

If any dispatcher feels that he has been unjustly discharged or dealt with, his grievance shall be settled in accordance with the terms of the grievance procedure set forth above and under the provisions set forth in Section 17 of the PCLCD.

- E. In case of labor disputes on the waterfront which sharply curtail the business of the Employer, cutbacks in personnel will take place accordingly, provided, however, that the Employer shall recognize the principle of job seniority.

#### **SECTION XXII- CHIEF DISPATCHER**

The regular dispatchers shall choose one who will be designated chief dispatcher. The rate of pay shall be sixty cents (\$.60) per hour more than the basic rate of pay for the regular dispatchers.

#### **SECTION XXIII - NO DISCRIMINATION**

There shall be no discrimination in connection with any action subject to the terms of this Agreement either in favor of or against any linesman or dispatcher because of membership or non- membership in the Union, activity for or against the Union or absence thereof, or race, creed, color, sex, national origin, or religious or political beliefs.

All disputes regarding discrimination shall be adjudicated in accordance with the terms and conditions of Section 13 of the PCLCD, as amended in CLRC Meeting No. 13-01, August 21, 2001.

#### **SECTION XXIV - AUTOMATION**

The parties agree that any future technological changes, including lines dispatch, and any introduction of automation requiring the use of labor on the dock shall be the work of linesmen. Training shall be provided by the Employer to perform such work.

#### **INDEX**

- I. DEFINITION OF WORK
- II. SHIFT ARRANGEMENTS

- III. LINESMEN WAGES AND PAYMENT OF RATES
- IV. WELFARE AND PENSION PLANS
- V. VACATIONS AND PAID HOLIDAYS
- VI. SICK LEAVE – LINESMEN
- VII. BEREAVEMENT LEAVE
- VIII. TRANSPORTATION GUARANTEE AND PAYMENT FOR USE OF VEHICLE ON THE DOCK
- IX. WORKING CONDITIONS
- X. EQUALIZATION
- XI. EMPLOYMENT
- XII. MANNING
- XIII. COMMUNICATION EQUIPMENT
- XIV. PROTECTIVE CLOTHING
- XV. GRIEVANCE AND ARBITRATION PROCEDURE
- XVI. DISPATCHERS
- XVII. DISPATCHERS' SHIFTS
- XVIII. EMPLOYMENT OF DISPATCHERS
- XIX. WAGES – DISPATCHERS
- XX. SICK LEAVE – DISPATCHERS
- XXI. DISPATCHER WORKING CONDITIONS
- XXII. CHIEF DISPATCHER
- XXIII. NO DISCRIMINATION
- XXIV. AUTOMATION

In witness whereof, this AGREEMENT is executed this 29TH day of SEPT 2023 by the duly authorized agents and representatives of the parties hereto.

**INTERNATIONAL LONGSHORE & WAREHOUSE UNION, LOCAL 13**

**PACIFIC MARITIME ASSOCIATION (SOUTHERN CALIFORNIA AREA)**

By [Signature]  
By Vikram

By Sean Manson

**LINESMEN NEGOTIATING COMMITTEE**

**COAST MARITIME SERVICES**

By [Signature]  
By [Signature]  
By [Signature]  
By [Signature]  
By [Signature]  
By [Signature]

By [Signature]

**INTERNATIONAL LONGSHORE & WAREHOUSE UNION, LOCAL 13**

By [Signature]