

SUPPLEMENTARY AGREEMENT

Between

PACIFIC MARITIME ASSOCIATION
(For Covered Employers)

and

LOCAL 13
of the

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION
(For Los Angeles-Long Beach Harbor Gearmen)

This AGREEMENT 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 LONGSHORE AND WAREHOUSE UNION (ILWU) Local 13 in the Port 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 gear work. This Contract document covers the gearmen in the Port of Los Angeles-Long Beach.

This Contract does not include the work of mechanics.

WITNESSETH:

This AGREEMENT, dated July 01, 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.

The results of negotiations under the ILWU-PMA Pacific Coast Longshore and Clerks' Coastwide Agreement on the subjects covered by this Agreement, to the extent applicable, shall automatically become part of this document.

SECTION I - DEFINITION OF WORK

(a) The provisions of this Agreement shall apply to the delivery, removal, and related movement of all stevedore gear to or on and from a stevedore operation notwithstanding Section (q).

(b) The work of transporting or setting up of stevedore gear owned, leased, or rented by the Employers to and from the Employer's facility or job site shall be assigned to gearmen.

(c) Stevedore gear that is delivered from off-dock locations or removed to off-dock locations by the lessor, renter, or repair subcontractor is not covered by this Section; however, the Employer may, at his option, utilize gearmen to perform this work.

(d) Stevedore gear referred to in (a) and (b) means all stevedore gear necessary to work ship, dock, cars, and warehouse, such as, but not limited to, lifts, jitneys, personnel carriers, UTR's, cages, bombcarts, spreader bars, gangways, portable lights, portable refrigerated container generators (Reefer Gensets) and all other generators used in stevedore operation, conveyors, mafi's, gangway platforms, cone baskets pursuant to LRC 118-93 with priority for gearmen, mobile cranes, portable signs, cargo boards, wire slings, spreaders, crowbars, shackles, four-wheelers, pipe trucks, first aid baskets, water containers, and tire stops (removal only) and K-rail owned or leased by the Employer. Reefer Gensets will not be defined as Stevedore gear at the following terminal: SSA Matson.

Exceptions: Cranes

(e) The movement of broken down automotive equipment moved between waterfront terminals across public streets or public roads and from waterfront terminals to Employer's maintenance facilities across public streets or public roads will be performed by gearmen. The repositioning of repaired automotive equipment or gear will be assigned to gearmen.

(f) Gearmen or ILWU crane operators may be assigned the work of breaking down, rigging, and movement of cranes from one operation or dock to another. Gearmen who may be assigned this work shall be provided basic operational training by their Employer.

(g) It is agreed that the language contained in Subsections 1.7 - 1.71 of the PCLCD, as it pertains to work performed by longshore gearmen, including fueling of all stevedore

equipment and generator sets, shall be applicable to this Supplementary Agreement. *(Matson LB-60 will remain status quo for gen-set fueling only). The charging and changing of, and adding water to, batteries in all electrical equipment (lifts, jacks, carts) shall be the work of gearmen, as per past practice. As it relates to all stevedore equipment, gearmen shall be assigned to the physical act of plugging and unplugging of this equipment. The parties recognize that this section of the Supplement does not supersede Section 15 of the PCLCD.

(h) Where a gearman is directed to fuel equipment or when stevedore equipment is to be loaded or unloaded at facilities where no other person is in the area and this creates an unsafe condition, the affected gearman may request that a qualified person accompany him while he is engaged in his assigned duties. A qualified person shall have hazmat and first aid training. The qualified person shall be a member of the longshore bargaining unit when available on terminal or management.

(i) It is further agreed that the language contained in Subsections 1.7 - 1.71 of the PCLCD, as it pertains to work performed by longshore gearmen, including the adding of oil and water to all stevedore equipment, shall be applicable to this Supplementary Agreement. The adding of Diesel Exhaust Fluid (DEF) or equivalent to stevedore equipment shall be maintained with the current practice; however, the employer shall assign any future DEF work to gearmen at any new facility.

(j) The repair, painting, and the steam cleaning of all stevedore gear shall be performed by gearmen with the exception of all automotive equipment and work requiring burning, welding, cutting or machining.

(k) The painting and striping of existing lines, numbers, and letters in a container yard or terminal shall be performed by gearmen. Blacking out by painting of existing lines, numbers and letters shall be performed by Gearmen when doing so is to repaint existing lines. Also, any future technologies that may be utilized to replace traditional painting of lines, numbers and letters shall be assigned to gearmen.

(l) The painting of new lines, numbers and letters shall be performed by gearmen unless the Employer hires a professional contractor to design and paint. If a professional contractor is utilized, then the Employer shall employ two (2) gearmen to assist with painting. At the option of the Employer, they may utilize gearmen to perform survey work. When an outside contractor is to be used, the Employer shall provide a minimum of 48 hours' notice to the Union.

(m) Gearmen shall make up new wire and rope slings, cargo nets, save-alls, and related or similar types of stevedore gear. This provision does not apply when prefabricated items of such stevedore gear are purchased outright.

(n) The rigging and removing of gangways and conveyors, when this equipment originates from the dock and is under the control of the Employer, shall be gearmen's work. The set-

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ting up of UTR's and bombcarts for a container operation is gearmen's work.

(o) It is agreed that any type of work assigned herein in Section I to gearmen that was done by nonlongshore employees of an Employer or by subcontractor pursuant to a past practice that was followed as of July 1, 1978, may continue to be done by nonlongshore employees of that Employer or by a subcontractor at the option of said Employer.

(p) It is agreed that any new type of work similarly enumerated in Section I of the Gearmen's Agreement, shall be assigned to gearmen.

(q) When an unexpected or emergency operation exists, necessitating the use of stevedore gear and a gearman is not available, the foreman can direct a jitney or UTR driver or dockman to obtain this gear. ("Not available" does not mean a gearman was not assigned.)

(r) This Agreement shall not disturb the past practices of this port wherein the longshoremen working ship, dock, or cars handle gear in the performance of their duties.

(s) Work historically and traditionally performed by ILWU gearmen under the terms of this Supplementary Agreement will continue to be performed by gearmen. Foremen and mechanics will not be allowed to perform gearmen's work.

SECTION II - HOURS - GUARANTEE

(a) The basic normal or regular workday and workweek will be as specified in ILWU-PMA Pacific Coast Longshore and Clerks' Agreement.

(b) The maximum shift limitation shall be nine (9) hours with a two-hour leeway, provided that all time worked in excess of eight (8) hours shall be paid at the Skill II overtime rate. Work in excess of eleven

(11) hours on the first and second shift shall be considered as an emergency call-out and shall be paid at the Skill II overtime rate. An emergency call-out on the third shift shall be paid at 1.8 times the first shift straight-time rate.

(c) All steadily employed gearmen shall be paid a weekly guarantee equivalent to a monetary sum of forty-five (45) hours: forty (40) hours at the prevailing Skill II rate and five (5) hours at the first and second shift overtime rate. All Gearmen who may be required to drive over the road and are part of the DOT random drug and alcohol testing program shall be paid 5% above Skill Rate III. Gearmen will be paid at these rates regardless of the specific type of gear work they may be performing, including the operation of any equipment, unless another specific rate for that work is included in this Supplementary Agreement.

(d) In return for this guaranteed weekly monetary sum, the Employer shall have complete flexibility in the scheduling of the work assignments of his steadily employed gearmen, and all earnings received by each steadily employed gearman per PMA payroll week shall be credited against his weekly guaranteed monetary sum in said weeks, except that only wages earned for hours worked between 7:00 A.M. and 5:00 P.M., Monday through Friday, will be used in computing the compensation as set forth in this Section for steadily employed gearmen working day shifts and only wages earned for hours worked between 5:00 P.M. and 3:00 A.M. the next day, Monday through Friday, will be used in computing the compensations as set forth in this Section for steadily employed gearmen working night shifts.

(e) Such steadily employed gearmen shall work the hours set by their Employer from day to day as said Employer's needs require within said week provided; however, no gearman will be required to work a split shift in any one day.

(f) Steadily employed gearmen on a weekly basis shall receive credit for not less than four (4) hours' work at the prevailing rate for reporting when ordered by his Employer.

(g) Hours worked over and above weekly guarantee shall be equally distributed among steady gearmen, insofar as is practicable. Leadmen shall post all overtime hours above the weekly guarantee. These hours shall be kept on a quarterly basis, i.e., January - March.

SECTION III - EMERGENCY CALL-OUT

(a) Steadily employed gearmen will be limited to one call-out within a twenty-four (24) hour period. He may be given a second call-out, only if all other gearmen employed on his comparable shift have had an opportunity to receive their first call-out.

(b) Any gearman called out on an emergency basis shall be required only to perform the work necessary to correct the emergency situation. Such work shall be clearly stated to the gearman at the time of call-out.

SECTION IV - HOLIDAYS

Holiday provisions for longshoremen working under this Supplementary Agreement shall be as provided for in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement.

SECTION V - WAGES

(a) The basic rate of pay for gearmen shall be at the Skill II PCLCD longshore rate. All gearmen who

Are required to drive over the road and are part of the DOT random drug and alcohol testing program shall be paid at 5% above skill rate III.

(b) While engaged in loft rigging and splicing, the hourly rate of pay for gearmen shall be 5% above the then current basic gearmen's rate of pay.

Wages for combination gearmen - loftmen - splicers, when performing work during a shift that falls within the two basic rate classifications, shall be computed for the shift at the higher basic rate. When working a complete shift at work covered by one rate classification, the rate that is applicable to the work performed shall be the rate paid for the shift. It is understood that any employee who customarily receives the higher basic wage rate provided in the Supplementary Agreement on a full-time basis shall not have his salary reduced because of this Agreement going into effect.

(c) In the event the Employer employs a gearman as a working leadman, his hourly rate of pay shall be the appropriate gearmen's rate of pay plus 10% of the basic longshore rate. The working leadman shall arrive one-half hour before the start of the shift or one-half hour after the end of the shift to perform preparatory work. Preparatory work will be limited to the posting of overtime hours above the weekly guarantee, the making of payrolls, arranging of gearmen's duties and schedules, and the exchanging of information for the next shift of gearmen. Payment of this preparatory one-half hour does not qualify for an emergency call-out.

(d) In the event When two (2) or more gearmen are employed at a terminal, on any given shift, one shall be designated as the leadman and paid accordingly.

SECTION VI - VACATIONS

Vacations for longshoremen working under this Supplementary Agreement shall be as provided for in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement.

It is clearly understood by the parties to this Supplementary Agreement that, should the taking of a regular vacation by a steady gearman create an onerous workload on the other steadily employed gearmen working for an Employer, the affected gearman has the right to grieve under the provisions of the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement.

SECTION VII - WELFARE PLAN

Welfare Plan coverage for longshoremen working under this Supplementary Agreement shall be as provided for in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement.

SECTION VIII - PENSION PLAN

Pension Plan coverage for longshoremen working under this Supplementary Agreement shall be as provided for in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement.

SECTION IX - PREFERENCE OF EMPLOYMENT

(a) Preference of employment shall be given to Class "A" longshoremen with five {5} years or more first, then Class "A" longshoremen with less than five {5} years, then Class "B" longshoremen. Preference of employment shall be as required by the Bates Case settlement.

(b) When a night gearman is to be hired steady, day steady gearmen will be notified of the posting of the letter in the Dispatch Hall by their Employer. First preference of employment for night gearman work shall be based upon qualifications and seniority. Qualifications are to be determined by the Employer.

SECTION X - PROMOTION OR TERMINATION OF EMPLOYMENT

(a) The parties agree to the principle of promotion on the basis of qualifications and seniority, in that order. Qualifications to be determined by the Employer.

(b) Any steadily employed gearman whose employment is terminated by an Employer shall be given two PMA payroll weeks' notice, unless discharged for cause. Termination of steady employment, not involving discharge for cause, shall be on the basis of least seniority of employment with the steady Employer.

(c) Any steadily employed gearman terminating his employment for any reason shall give his Employer and the Joint Port Longshore Labor Relations Committee two PMA payroll weeks' notice.

(d) Any gearman hired and working for more than thirty (30) calendar days shall be considered a steady gearman covered

under Section X.

(e) It is the Employer's right to elect or not to elect to hire steady gearmen.

(f) Should new steady gearmen jobs be offered by an Employer, gearmen laid off under this Section shall be offered the first opportunity to return to any job which the Employer feels they are qualified to perform in the reverse order of layoff. Only steady gearmen laid off within ninety (90) days of the date of the new hiring shall be considered eligible for rehire under this provision. Gearmen returning under this Section who have previously gained seniority shall not have to serve an additional thirty-(30) day period, and their previous seniority shall count in regard to future layoffs. No seniority will be accrued by laid-off gearmen during their time off the steady employment roster.

(g) Notice of return to work shall be given to the qualified laid-off gearman in person or by telephone, if possible, or by certified mail, return receipt requested, directed to the last address on record with the Employer who laid the gearman off. 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 his seniority list who is qualified, or to a new steady employee.

(h) Should any qualified laid-off gearman 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 gearman job upon his return. Pending the return of such qualified laid-off gearman, the Employer shall be free to employ the next qualified laid-off gearman 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 gearman position.

SECTION XI - NO STRIKES, LOCKOUTS, AND WORK STOPPAGES

The language contained in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement dealing with the above shall apply to this Supplementary Agreement.

SECTION XII - EXTRA GEARMEN

(a) When extra gearmen to be employed on a temporary basis are required by the Employer, preference of employment shall be given to longshoremen registered by the Joint Port Labor Relations Committee, such extra men to be qualified and experienced gearmen, if possible.

(b) Minimum Call-Out:

All extra gearmen shall receive minimum "call-out" of four hours' pay at the prevailing rate of pay. Regular rates for the ILWU-PMA Pacific Coast Longshore and Clerks' Agreements plus the current gearmen's differential.

(c) Extra gearmen who are discharged for cause or who quit shall be paid only for the actual time worked.

(d) The provisions of Section II(c) and Section X of this Agreement shall have no application to extra gearmen.

SECTION XIII - CLASS "A" DRIVER'S LICENSE

(a) The JPLRC shall establish a procedure to certify steadily employed and hall gearmen who apply and are approved for Department of Motor Vehicle (DMV) all commercial licensing [with proper endorsement of tags, for example: HAZMAT, tanker, combination]. The Employer shall bear the cost of required physical and eye examinations and any other examinations required by the State of California to obtain this commercial license. The Employer shall pay and/or reimburse all fees associated with obtaining, maintaining, or renewing a commercial license for steady and hall gearmen who apply and are approved when required by the Employer. Individuals reimbursed by the Employer for a commercial license shall be obligated to accept work in the gear category. Such examinations for steady gearmen shall not result in a reduction of the weekly guarantee and will be conducted by a medical center of the Employer's determination.

b) Gearmen must acquire licenses and endorsements as required by the Employer within 90 days of the ratification date of this Agreement, or their employment, or be returned to the Hall.

SECTION XIV - GRIEVANCE MACHINERY

The language contained in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement dealing with the above shall apply to this Agreement.

SECTION XV - PROTECTIVE CLOTHING

(a) The Employer will provide and agrees to pay the full cost of providing the rental and laundry of uniforms or coveralls for each gearman covered by this Agreement, not to exceed six (6) changes per week per gearman, which shall be furnished through a center servicing arrangement. Each employee shall be permitted to change his preference of the type of uniform available (coverall or uniform) twice each year, once during the summer months and once during the winter months. Each gearman is responsible for returning all uniforms and coveralls issued him prior to changing his preference. Each gearman's selection, once made, must be adhered to until the next regular opportunity to change selection. The Employer shall provide one set of marine equivalent rain gear per year for each steady gearmen covered by this agreement.

(b) All steady gearmen working with oil, grease, wire, fuel, etc., shall be provided the appropriate leather safety boots and working gloves by the Employer. The leather safety boots shall be limited to one pair per year, at a maximum cost equivalent to the ILWU-PMA Safety Shoe Policy and Program rate, and must be worn on the job.

SECTION XVI - TRAINING

All steady gearmen shall be given a CPR, first aid, and hazardous material training course. It is understood that gearmen attending the above training courses shall be paid at the appropriate hourly training rate as specified in Section 4.21 of the PCLCD. Such training shall be accomplished within 90 days of the ratification date of this Agreement or within 90 days of a steady gearman's hire date. All steady gearmen shall be trained on any new fueling procedures.

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

INTERNATIONAL LONGSHORE &
WAREHOUSE UNION, LOCAL 13

PACIFIC MARITIME ASSOCIATION
on behalf of the following
signatory member Employers
who have authorized and
accepted this Agreement

PACIFIC MARITIME ASSOCIA-
TION

By _____

Title LOCAL 13 PRESIDENT

By _____

Title Vice President, Local 13

By _____

SECRETARY TREASURER LOCAL 13

By _____

Title Labor Relations Rep

FENIX MARINE SERVICES

By _____

Title DIRECTOR LABOR RELATIONS

INTERNATIONAL TRANSPORTATION
SERVICE

By _____

By _____

Title _____

PORTS AMERICA GROUP

By _____

By _____

Title Dir Labor Relations

TRAPAC

By _____

By _____

Title _____

METROPOLITAN STEVEDORE CO.

By _____

By _____

Title Labor Relations

STEVEDORING SERVICES OF
AMERICA

By _____

By _____

Title Cal LL Nur

PASHA

By _____

By _____

Title _____

YUSEN TERMINALS INC.

By _____

By _____

Title _____

Total Terminals Int

By _____

By _____

Title Dir L.R

APM TERMINALS

By _____

By _____

Title _____

By _____

By _____

Rene P. B. Jr

Title PRESIDENT 2022

ILWU Local 13