SUPPLEMENT AGREEMENT

Between

PACIFIC MARITIME ASSOCIATION

(For Covered Employers)

And

LOCAL 46

Of the

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION

(for Port Hueneme Gearman)

This AGREEMENT is entered into 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 46 in the Port of Hueneme 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 Hueneme.

This Contract does not include the work of mechanics.

WITNESSETH:

This AGREEMENT dated April 28, 2017 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 Clerk’s Coastwide Agreement.

This Agreement shall be deemed to be renewed for year to year unless either the Employer or the Union gives written notice to the other party of the desire to amend or terminate at a common termination date with the ILWU-PMA Pacific Coast Longshore 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 1 – 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 owed, leased or rented by the employers to and from employer’s facility or job site shall be assigned to gearman.
(c) Stevedore gear that is delivered from off dock locations or removed to off dock location by 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 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, cone baskets, mobile cranes, portable signs, cargo boards, wire slings, spreaders crowbars, shackles, four wheelers, pipe trucks, first aid baskets and water containers.

Exceptions: Cranes

(e) The movement of broken-down automotive equipment 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 gearman. 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. Gearman 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 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. The charging and changing of, and adding water to, batteries in all electrical equipment (lift, jacks, carts) shall be the work of gearmen, as per past practice.
(h) Where a gearmen 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 be a member of the longshore bargaining unit when available on terminal or management. A qualified person shall have hazmat and first aid training.
(i) It is further agreed that the language contained in Subsections 1.7-1.71 of 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.
(j) The repair, painting, and the cleaning of all stevedore gear shall be performed by gearman with 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 gearman. 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 and striping 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, then may utilize gearmen to perform survey work. When an outside contractor is used, the employer shall provide a minimum of 48 hours’ notice to the Union. With the exception of work that is historically done by the harbor maintenance.

(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 conveyor, when this equipment originates from the dock and is under the control of the Employer, shall be gearmen work.

(o) It is agreed that any type of work assigned herein in Section 1 to gearmen that was done by longshore 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 non-longshore employees of that Employer or by subcontractor at the option of said Employer.

(p) It is agreed that any new type of work similarity enumerated in section 1 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 gearmen is not available, the foremen can direct longshoremen to obtain this gear. (Not “available” does not mean a gearman was not assigned).

(r) This agreement shall not disturb the past practice 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, Mechanics and clerks will not be allowed to perform gearmen’s work.

Section 2 – Hours – Guarantee

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

(b) The maximum shift limitation shall be nine (9) hours with a three-hour leeway, provided that all time worked in excess of eight (8) hours shall be paid for a time and one-half of the basic straight-time hourly rate. Work is excess of twelve (12) hours on the first and second shift shall be considered as an emergency call-out and shall be paid a time and one-half of the first shift straight-time rate. An emergency call-out on the third shift shall be paid at 1.8 times of the first straight-time rate.

(c) All steadily employed gearmen shall be paid a guarantee equivalent to monetary sum equal to forty (40) hours straight time at the Skill Category II PCLCD longshore 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 skill rate III. Gearmen will be paid at these rates regardless of the specific type of gear work they may be
Section 5 – Wages

(a) The basic rate of pay for gearmen shall be that of Skill Category II PCLCD longshore 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 skill 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 classification 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 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 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) When two (2) or more gearmen are employed at a terminal, one shall be designated as the leadman and paid accordingly.

(e) Wages: Wages for leadmen, splicers and basic gearmen shall be as follows

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<th>Effective Date</th>
<th>Skill II Gearmen</th>
<th>Skill III Gearmen</th>
<th>Skill II Leadmen 10%</th>
<th>Skill III Leadmen 10%</th>
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Section 6 – Vacations

(a) 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 the Employer, the affected gearman has the right to grieve under the provisions of the ILWU-PMA Pacific Coast Longshore and Clerks’ Agreement.
Section 7 – Welfare Plan

(a) 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 8 – Pension Plan

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

Section 9 – Preference of Employment

(a) Preference of employment shall be given to Class “A” longshoremen with five (5) years then Class “B” longshoremen.
(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 10 – 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 1.
(e) It is the Employer’s right to elect or not to elect to hire steady gearmen.
(f) Should new steady gearman 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 or 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 the provision must be made within thirty (30) days of the occurrence of the new steady gearman position.

**Section 11 – No Strikes, Lockouts, and Work Stoppages**

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

**Section 12 – 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 of pay. Regular rates of for the ILWU-PMA Pacific Coast Longshore and Clerks’ Agreement plus the current gearmen’s differential.

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

(d) The provisions of Section 2 (c) and Section 10 of this Agreement shall have no application to extra gearmen.

**Section 13 – Class “A” Driver’s License**

(a) The Employer shall establish a procedure to certify steadily employed gearmen for Class “A” Department of Motor Vehicle licensing [with proper endorsements for example hazmat, tanker, combination] when required by the Employer. The Employer shall bear the cost of required physical and eye examinations and other examinations required by the State of California to obtain and maintain this class “A” license. Such examination 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 14 – 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 15 – 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 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 gearman 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 of $200 to the Employer and must be worn on the job.

Section 18 – Training

(a) All steady gearmen shall be given a CPR, first aid and hazardous material training course. It is understood that gearman attending the above 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 day authorized agents and representatives of the parties hereto.

INTERNATIONAL LONGSHORE & WAREHOUSE UNION LOCAL 46
Member Employees Agreement

PACIFIC MARITIME ASSOCIATION
on behalf the following signatory
who have authorized and accepted this

PACIFIC MARITIME ASSOCIATION

By: [Signature]
Title: [Position]

CERES
By: [Signature]
Title: [Position]

PORTS AMERICA GROUP
By: [Signature]
Title: [Position]

By: [Signature]
Title: [Position]