

**SUPPLEMENTARY AGREEMENT**  
**BETWEEN**  
**PACIFIC MARITIME ASSOCIATION**  
**(FOR COVERED EMPLOYERS)**  
**AND**  
**LOCAL 46**  
**of the**  
**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION**  
**(FOR PORT HUENEME 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 (hereafter 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 Gearman in the Port of Hueneme.

This Contract does not include the work of mechanics.

**WITNESSETH:**

This AGREEMENT dated **April 28, 2017**, is 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 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 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 and Clerk's Coastwide Agreement at which time the Supplement may be reviewed and/or negotiated. Said notice shall be given (60) days prior to the expiration date.

The results of negotiations under the ILWU-PMA Pacific Coast Longshore and Clerk's 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 owned, leased, or rented by the Employers to and from the Employers facility or job site shall be assigned to Gearman.
- (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 Gearman 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, bomb carts, spreader bars, gangways, portable lights, generators used in stevedore operation, conveyors, Mafis, gangway platforms, 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 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 Gearman. The repositioning of repaired automotive equipment or gear will be assigned to German.
- (f) Gearman 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 the PCLCD, as it pertains to work performed by longshore Gearman, 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 (lifts, jacks, carts) shall be the work of Gearman, as per past practice.
- (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 language contained in Subsections 1.7 – 1.71 of the PCLCD, as it pertains to work performed by longshore Gearman, including adding of oil and water to all stevedore equipment, shall be applicable to this Supplementary Agreement,
- (j) The repair, painting, and the steam cleaning of all stevedore gear shall be performed by Gearman 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 Gearman. Blacking out by painting of existing lines, numbers and letters shall be performed by Gearman 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 applied to Gearman.
- (l) The painting of new lines, numbers and letters shall be performed by Gearman unless the Employer hires a professional contractor to design and paint. If a professional contractor is

utilized, then the employer shall employ two (2) Gearman to assist with painting. At the option of the Employer, they may utilize Gearman 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.

(Exception to k/l work historically done by Port Hueneme maintenance workers will continue with painting of lines)

- (m) Gearman 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 Gearman work.
- (o) It is agreed that any type of work assigned herein in Section 1 to Gearman that was done by non-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 that said Employer.
- (p) It is agreed that any new type of work similarly enumerated in Section I of Gearmen's Agreement, shall be assigned to Gearman.
- (q) When an unexpected or emergency operation exists, necessitating the use of stevedore gear and a Gearman is not available, the foreman can direct longshoremen to obtain the 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 Gearman under the terms of this Supplementary Agreement will continue to be performed by Gearman. Foremen, Clerks, 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 the ILWU-PMA Pacific Coast Longshore and Clerks Agreement
- (b) The maximum shift limitations shall be nine (9) hours with a three-hour leeway, provided that all time worked in excess of eight (8) hours shall be paid at time and one-half of the basic straight time hourly rate. Work in excess of twelve (12) hours on first and second shift shall be considered as an emergency call-out and shall be paid at 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 the first shift straight time rate.
- (c) All steadily employed Gearman shall be paid a guarantee equivalent to a monetary sum equal to forty (40) hours straight-time at the Skill Category II PCLCD longshore rate. All Gearman 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. Gearman 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 Gearman, 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 AM and 5:00PM Monday through Friday, will be used in computing the compensation as set forth in this hours worked between 5:00 P.M. and 3:00 A.M. the next day, Monday through Friday, will be used in computing the compensation as set forth in this Section for steadily employed Gearman working night shifts.

- (e) Such steadily employed Gearman shall work the hours set by their Employer from day to day as said Employer's need require within said week provided; however, no Gearman will be required to work a split shift in any one day.
- (f) Steadily employed Gearman on a weekly basis shall receive credit for not less than four (4) hours' work at the prevailing rate of reporting when ordered by his Employer.
- (g) Hours worked over and above weekly guarantee shall be equally guarantee. These hours shall be kept on a quarterly basis, i.e., January – March.

### **SECTION 3 - EMERGENCY CALL-OUT**

- (a) Steadily employed Gearman 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 Gearman 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 4 - HOLIDAYS**

- (a) 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 5 - WAGES**

- (a) The basic rate of pay for Gearman shall be that of Skill Category II PCLCD longshore rate. All Gearman 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.
- (b) While engaged in loft rigging and splicing, the hourly rate of pay for Gearman shall be 5% above the then current basic Gearmen's rate of pay. Wage for combination Gearman – loft men – 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 working leadman, his hourly rate of pay shall be the appropriate Gearman'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 Gearman's duties and schedules, and the exchanging of information for the next shift of Gearman. Payment of this preparatory one-half hour does not qualify for an emergency call-out.

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

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

Effective Date	Skill II Gearman	Skill III Gearman	Skill II Leadmen 10%	Skill III Leadmen 10%	Splicers 5%
6/28/2014	\$41.35	\$42.48	\$44.92	\$46.05	\$43.13
7/4/2015	\$42.85	\$43.98	\$46.42	\$47.55	\$44.63
7/2/2016	\$44.10	\$45.23	\$47.67	\$48.80	\$45.88
7/1/2017	\$45.60	\$46.73	\$49.17	\$50.30	\$47.38
6/30/2018	\$46.85	\$47.98	\$50.42	\$51.55	\$48.63

## **SECTION 6 - VACATIONS**

(a) Vacations for longshoremen working under this Supplementary Agreement shall be provided for in the ILWU-PMA Pacific Coast Longshore and Clerk's 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 Gearman has the right to grieve under the provisions of the ILWU-PMA Pacific Coast Longshore and Clerk's 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 Coast Longshore and Clerk's 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 Clerk's Agreement.

## **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 Gearman 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 – PROMOTIONS, 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, Gearman 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 layoffs. 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 bonafide 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 11 – NO STRIKES, LOCKOUTS, AND WORK STOPPAGES**

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

#### **SECTION 12 – EXTRA GEARMAN**

- (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 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 Vehicles licensing [with proper endorsement for example: hazmat, tanker, combination] when required by the Employer. The Employer shall bear the cost of required physical and eye examination and other examinations required by the State of California to obtain and maintain this class "A" license. Such an 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 are 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 Clerk's 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 of 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 and once during the winter months. Each Gearman is responsible for returning all uniforms and coveralls issued to him prior to changing his preference. Each Gearman's selection, once made, must adhere 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 Gearman 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 16 – TRAINING**

- (a) 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 Gearman shall be trained on any new fueling procedures.